



**Project #21-032
Mountainside Estates Subdivision
Located at approx. 1200 E 1400 N**

REPORT SUMMARY...

Project Name: Mountainside Estates Subdivision
Proponent/Owner: Brent Lawyer / Sugar Plum Logan LLC
Project Address: 1200 E 1400 N
Request: Subdivision Permit
Current Zoning: Neighborhood Residential-4 (NR-4)
Date of Hearing: June 10, 2021
Type of Action: Quasi-Judicial
Submitted By: Tanya Rice, Planner II

RECOMMENDATION

Staff recommends that the Planning Commission **conditionally approve** a 64-lot single family subdivision of approximately 26.14 acres located at approximately 1200 E 1400 N (TIN# 05-011-0006)

Land use adjoining the subject property

| | | | |
|---------------|--------------------------|--------------|-----------------------|
| <i>North:</i> | COM: Commercial | <i>East:</i> | NR-4: Residential |
| <i>South:</i> | MR-20: Mixed Residential | <i>West:</i> | PUB: Utah State Univ. |

SUBDIVISION PROPOSAL

The proponent is requesting a 64-lot single-family home subdivision located south of 1400 North and east of 1200 East in the NR-4 zone. The layout creates two small central blocks, an outer perimeter of lots, 60' wide road cross-sections throughout the development and a storm water detention pond identified as open space. The site is between older single-family homes to the east, USU property to the west and the Foothill Lofts apartments to the south. The rocky ground generally slopes downward east to west and has an elevation difference of approximately 74 feet.

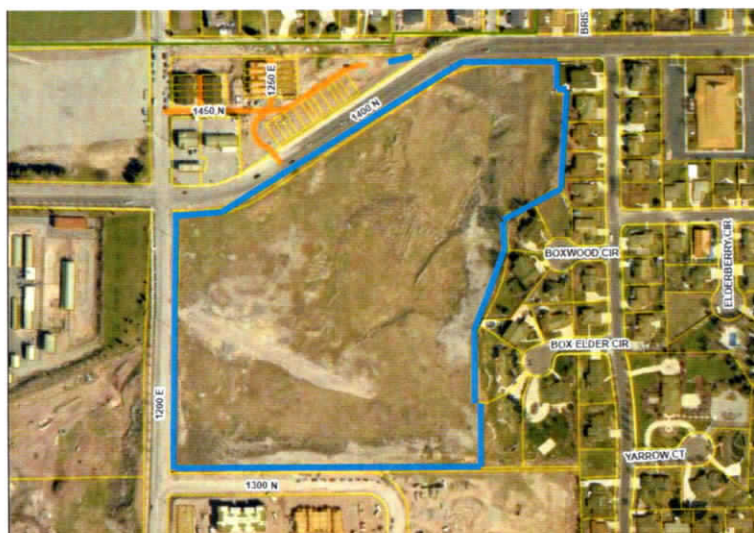


Figure 1 shows the 26.14-acre property

BACKGROUND INFORMATION

The 26.14 parcel was formerly used as a gravel pit. In 2016, while zoned NR-6, this 26.14-acre parcel was approved by the planning commission for a 76-lot subdivision which has since expired. Since then, the parcel has been rezoned to NR-4. The property was historically used for gravel extraction and processing and remains an abandoned gravel pit today.

DENSITY and LOT SIZE

The Logan City Land Development Code (LDC) 17.07.050 NR-4 zoning district allows up to four (4) units per acre and a 10,000 SF minimum lot size and a 90-foot minimum lot width. The proposed subdivision has a gross density of 2.44 units per acre and lot sizes in the subdivision range from 10,100 SF to 29,244 SF. Lot widths are shown at 90' wide or greater. As proposed, the subdivision meets the minimum standards in the LDC.



Figure 2 shows the proposed 64-lot subdivision

SETBACKS

The LDC requirements for building setbacks in both the NR-4 zones are as follows (as measured from property lines):

| | |
|--------------------------|---------|
| Front: | 25' |
| Corner | 20' |
| Side: | 8' |
| Rear: | 10' |
| Rear (adj. arterial rd.) | 20 feet |

As new homes are proposed on individual lots, setbacks will be reviewed and approved by City staff prior to issuing a building permit.

STRUCTURES

Building heights, both primary and accessory, lot coverage, driveway placement and widths, parking, façade variation and garages will all be reviewed and approved by city staff as per LDC NR-4 regulations when individual building permits are submitted. As proposed, the subdivision complies with the LDC.

ACCESS AND STREETSCAPES

Three total street connections are shown, one (1) onto 1400 North and two (2) onto 1200 East. All internal streets are shown at 60' cross sections with the access points at 66' feet in width. Internal blocks are created by the looping residential streets creating circulation options. The Logan City standard cross section is 60' for residential streets. The adjacent streets, 1400 North and 1200 East are considered arterial streets and contain 80 foot widths. The arterial roads would contain 3

traffic lanes, bike lanes, curb, sidewalks and parkstrips. As conditioned with standard street cross sections, the proposed subdivision meets access requirements in the LDC.

STORMWATER DETENTION

Stormwater detention shall be engineering and designed according the City's Stormwater Management Plan, engineering standards and the LDC. The LDC requires all open stormwater facilities to be aesthetically integrated into a landscape plan and overall site design if the pond is in the 'front yard' of the development. Alternatively, open ponds shall be located on the side or rear yards screened and out of sight. Underground stormwater facilities may be located anywhere on site. The proposed location of the stormwater detention pond is on the predominant corner of 1400 N and 1200 E. The proponent is in the process of preparing a landscape plan incorporating the pond, park and children's play area for distribution to Commission at the meeting. As conditioned, the stormwater detention location is in compliance with the LDC.

FENCES

The LDC 17.30.110 stipulates the fence height and setbacks for the building lots with back yards adjacent to arterial streets. For example, a 6' fence on the rear of the property has a 10' setback from the property line when adjacent to an arterial street, whereas a 4' fence may be within 1' of the property line. Figures 17.30.110 A.1 & D.1 shall be consulted during the building process as requirements vary depending on the orientation of the house to the road. The property between the rear fence and property line shall be maintained by the individual property owners.

AGENCY AND CITY DEPARTMENT COMMENTS

Comments were solicited from the following departments or agencies:

| | |
|---------------|--------------------------|
| • Fire | • Water/Cross Connection |
| • Engineering | |

PUBLIC COMMENTS

Notices were mailed to property owners within 300 feet of the subject property. As of the time of this report, no comment had been received.

PUBLIC NOTIFICATION

Legal notices were posted on the City's website on 5/29/21, the Utah Public Meeting website on 5/31/21 and a Public Notice mailed to property owners within 300' were sent on 5/24/21.

RECOMMENDED CONDITIONS OF APPROVAL

1. All standard conditions of approval will be recorded with the Subdivision Permit and are available in the Community Development Department.
2. Sixty-Four (64) lots are approved with this subdivision permit.
3. A note shall be added to the final plat indicating a 20' minimum rear building setback for all homes that back up against 1200 East and 1400 North.
4. All street cross-sections must adhere to the Logan City Standards and Specifications.
5. The storm-water detention pond shall be integrated into the landscape plan as an amenity OR located in areas away from public streets and buffered from view.
6. The storm-water detention pond located at the northwest corner shall be on a separated parcel from building lots and labeled on the final plat as non-buildable.
7. Storm-water detention pond/park area shall be owned and managed by "homeowner association".
8. Standard streetscape improvements shall be in place prior to the issuance of final occupancy for the adjacent street frontage(s) along all building lots.
9. Street trees are required every thirty feet on center prior to the final Certificate of Occupancy for each home. If occupancy is desired outside of the planting periods a landscape bond for street trees may be approved.

10. Setbacks for buildings shall be reviewed and approved at the time of the building permit application.
11. Maintenance of the landscape between the rear fence setback and property line (adjacent arterial streets) shall be the responsibility of an HOA or the property owner, and subject to city enforcement.
12. Provide 10' public utility easement on all property lines at the bounds of the subdivision and 5' PUE on all other property lines.
13. No signs are approved with this Permit. All signage shall be approved and permitted by staff in accordance with the Land Development Code.
14. All fencing shall be approved and permitted by staff in accordance with the Land Development Code.
15. The final plat shall be recorded within one (1) year of this action or comply with LDC 17.58 Expirations and Extensions of Time.
16. Prior to recording of a Final Plat or issuance of a Building Permit, the Director of Community Development shall receive a written memorandum from the following departments indicating that their requirement has been satisfied:
 - a. **Fire—contact 716-9515**
 - Place hydrants within 600 feet of all buildable area of all lots.
 - b. **Engineering—contact 716-9153**
 - Traffic Study of impact to existing roads and intersections shall be done by Logan City Engineering Department. Traffic study shall also address site triangles/distances and safety of all proposed accesses cost of study to be billed to developer, input by developer regarding Scope of Work and selection of potential firms will be considered in final selection of consultant.
 - No lot access will be allowed from 1200 East and 1400/1500 North streets
 - Show “No Build” area for steep slopes per Land Development Code on final recorded plats. Add note plat stating that any construction/landscaping in these areas shall comply with Land Development Code Chapter 17.24
 - Comply with City storm water requirements: (1. Retention onsite of 90th percent storm event, 2. Implementation of Low Impact Design for permanent post construction storm water management best practices). Comply with City storm water design standards.
 - Provide Storm Water Pollution Prevention Plan and NOI with infrastructure construction drawings for approval prior to final plat recordation.
 - Connect drainage piping from Box Elder Circle and existing detention pond on 1400 E into new development post construction storm water system. Provide City with a permanent storm water utility easement on development property from subdivision Lots 42 and/or 43 to the existing 1400 East detention pond. These flows can be considered pass through flows through the development detention pond.
 - The north access to 1200 East from south development shall be a minimum of 200' from south right of way line of 1400 North to the north right of way line of the north access road to 1200 East.
 - Construct 1400/1500 North for 80' right of way with curb, gutter, park strip, sidewalk and road section as required for specified right of way width.
 - Provide to City prior to plat recordation, water shares for new development, development agreement, storm water maintenance agreement and land disturbance permit
 - Construct all 1200 East and 1400/1500 North improvements with first phase of construction per Logan City road design standards.
 - Provide a 10'x10' long corner cut off at south east corner of 1400 North and 1200 East and a minimum 25' radius.
 - Provide City with a Geotechnical report for site that includes a minimum the following: 1) California Bearing Ratio at subgrade elevation for dedicated/existing roads pavement section, 2) Location of historical high ground water elevation below

existing surface, 3) percolation rate of soil (both native and imported soil brought into retention/detention pond areas, 4) bearing capacity of native soils onsite

- For Information Only Comment, there is now an 8" sewer line in 1200 E from 1300 N – 1400 N
- Resolve 10' discrepancy along south property line of subdivision.
- All street signage and curb markings for traffic control, street names, no parking, cross walks, etc shall be furnished and installed by developer per Logan City Standards.

c. Water/Cross Connection—contact 716-9627

- Water meter setters must meet current Logan City standards.
- All landscape irrigation system's fed from Logan City Water must have a high hazard rated backflow assembly installed and tested. All backflow assemblies must be tested within 10 days of turning water into them and annually thereafter. 3-) All points of use of water must comply with the 2018 IPC and State of Utah Amendments and the Utah Admin Code 309-305 during and after construction.
- Project shall comply with all current plumbing codes, Utah State Amendments and the Utah Division of Drinking Water rules and regulations including, but not limited to, those pertaining to backflow protection and cross connection prevention.

FINDINGS FOR APPROVAL FOR THE SUBDIVISION PERMIT

1. The proposed subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjacent properties because the subdivision meets the minimum lot sizes and maximum allowed densities for the NR-4 zone.
2. The Subdivision Permit conforms to the requirements of Title 17.47 concerning hearings, procedures, application requirements and plat preparations.
3. The project meets the goals and objectives of the NR zoning designations within the Logan General Plan by providing residential opportunities in areas with existing services and infrastructure in the vicinity.
4. 1400 North and 1200 East provide adequate access and services to the subdivision.
5. The project met the minimum public noticing requirements of the Land Development Code and the Municipal Code.



APPLICATION FOR PROJECT REVIEW

Planning Commission Land Use Appeal Board Administrative Review

| | | | | |
|--|-------------|--|--|--|
| Date Received 5/10/21 | Received By | Scheduled Meeting Date JUNE 10 | Zone NR-4 | Application Number PC 21-032 |
| Type of Application (Check all that apply): HULLCREST | | | | |
| <input type="checkbox"/> Design Review <input type="checkbox"/> Conditional Use <input checked="" type="checkbox"/> Subdivision <input type="checkbox"/> Zone Change <input type="checkbox"/> Code Amendment <input type="checkbox"/> Appeal <input type="checkbox"/> Other <input type="checkbox"/> Administrative Design Review | | | | |
| PROJECT NAME Mountainside Estates | | | | |
| PROJECT ADDRESS SE corner, 1200 E 1400 N, Logan UT 84321 1350 N. 1200 E. | | | COUNTY PLAT TAX ID # 05-011-0006 | |
| AUTHORIZED AGENT FOR PROPERTY OWNER (Must be accurate and complete) Brent J Lawyer | | | MAIN PHONE # 435-770-8396 | |
| MAILING ADDRESS | | | | |
| 1755 N 1780 E | | CITY North Logan | STATE Utah | ZIP 84341 |
| EMAIL ADDRESS brent@capfunding.net | | | | |
| PROPERTY OWNER OF RECORD (Must be listed) Sugar Plum Logan LLC | | | MAIN PHONE # 801-268-8070 | |
| MAILING ADDRESS | | | | |
| 2265 E Murray-Holladay Rd | | CITY SLC | STATE UT | ZIP 84117-5379 |
| EMAIL ADDRESS natebrockbank@gmail.com | | | | |
| DESCRIBE THE PROPOSED PROJECT AS IT SHOULD BE PRESENTED (Include as much detail as possible - attach a separate sheet if needed) Subdivision of property into 64 SFR lots - NO SITE ACTIVITY MAY OCCUR UNTIL AFTER APPROPRIATE COMMITTEE APPROVAL - | | | Total Lot Size (acres) 26.14 | |
| | | | Size of Proposed New Building (square feet) N/A | |
| | | | Number of Proposed New Units/Lots 64 | |
| I certify that the information contained in this application and all supporting plans are correct and accurate. I also certify that I am authorized to sign all further legal documents and permit on behalf of the property owner. | | | Signature of Property Owner's Authorized Agent <i>Brent J. Lawyer</i> | |
| I certify that I am the property owner on record of the subject property and that I consent to the submittal of this project. I understand that all further legal documents and permits will be sent to my authorized agent listed above. | | | Signature of Property Owner <i>Nate Brockbank</i> Nate Brockbank (May 3, 2021 17:08 MDT) | |






20210503 Logan P&Z application (unsigned)

Final Audit Report

2021-05-03

| | |
|-----------------|--|
| Created: | 2021-05-03 |
| By: | Brent Lawyer (brent@capfunding.net) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAarkjDJvNDJskRFLhgbUM8DPISkSHJUzH |

"20210503 Logan P&Z application (unsigned)" History

-  Document created by Brent Lawyer (brent@capfunding.net)
2021-05-03 - 11:06:46 PM GMT- IP address: 67.2.170.71
-  Document emailed to Nate Brockbank (natebrockbank@gmail.com) for signature
2021-05-03 - 11:07:13 PM GMT
-  Email viewed by Nate Brockbank (natebrockbank@gmail.com)
2021-05-03 - 11:08:07 PM GMT- IP address: 107.77.228.128
-  Document e-signed by Nate Brockbank (natebrockbank@gmail.com)
Signature Date: 2021-05-03 - 11:08:41 PM GMT - Time Source: server- IP address: 107.77.228.128
-  Agreement completed.
2021-05-03 - 11:08:41 PM GMT



65 West 100 North Logan, UT 84321
Phone: (435) 753-2467 Fax: (435) 752-2360
CTC State License No. 1715

Commitment For Title Insurance

Commitment No. **00062863**

| <u>PROPERTY INFORMATION</u> | | <u>ESCROW OFFICER</u> | |
|-----------------------------|---|-----------------------|-------------------------|
| Address: | 1350 East 1400 North Logan, UT 84341 | Name: | Annette Heinz |
| Seller: | Sugar Plum Logan, LLC | Email: | annetteh@cachetitle.com |
| Buyer: | Capstone Hospitality LLC & Assigns | Direct Phone #: | 435-792-4040 |
| | | State License No.# | UT73920 |

| <u>LISTING AGENT</u> | | <u>SELLING AGENT</u> | |
|----------------------|--|----------------------|--|
| Name: | | Name: | |
| Brokerage: | | Brokerage: | |
| Phone #'s: | | Phone #'s: | |
| Email: | | Email: | |

| <u>LENDER</u> | | <u>MORTGAGE BROKER</u> | |
|---------------|-----------------------------|------------------------|--|
| Company Name: | Capstone Commercial Finance | Company Name: | |
| Loan Officer: | Brent J. Lawyer | Loan Officer: | |
| Phone #'s: | 435-770-8396 | Phone #'s: | |
| Email: | brent@capfunding.net | Email: | |

Attached is a Commitment for Title Insurance on the above referenced property. Cache Title Company will be handling the escrow services for your order and the title insurance policy will be issued after closing. If you have questions or concerns, please contact our office. We appreciate your business and look forward to serving you.

NOTES:



BEWARE! ONLINE BANKING FRAUD IS ON THE RISE.

Accepting wire and disbursement instructions by email is dangerous, especially changes to those instructions. Verify by calling the originator of the email using previously known contact information prior to sending funds.

PROVIDING EXCELLENT SERVICE SINCE 1976

Commitment for Title Insurance

Commitment Number: **00062863 AH**



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

Issued through the Office of

Cache Title Company, Inc.
65 West 100 North
Logan, UT 84321



Authorized Signatory

ORT Form 4308
ALTA Commitment for Title Insurance 8/06

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

By  President

Attest  Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A ALTA COMMITMENT

File No. **00062863 AH**

Property Address: **1350 East 1400 North, Logan, UT 84341**

1. Commitment Date: **March 30, 2021 at 8:00 am**
2. Policy to be issued:
 - (a) ALTA[®] Owner's Policy (06-17-06)
Proposed Insured: **Capstone Hospitality LLC & Assigns**
Proposed Policy Amount: **\$2,600,000.00**
Premium **\$5,798.00**
 - (b) ALTA[®] Loan Policy (06-17-06)
Proposed Insured: **Captstone Commercial Finance**
Proposed Policy Amount: \$ *tbd*
Premium \$
 - (c) Endorsements
Premium \$
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Sugar Plum Logan, LLC
5. The Land is described as follows:
See continuation of Schedule "A"

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Countersigned:

CACHE TITLE COMPANY, INC.

By: 
AUTHORIZED OFFICER OR AGENT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

ALTA COMMITMENT (Continued)

LEGAL DESCRIPTION

The Northwest Corner of the Northeast Quarter of Section 26, Township 12 North, Range 1 East of the Salt Lake Base and Meridian.

Less and Excepting Therefrom: That portion of the above described property lying within 1400 North Street, 1500 North Street and 1200 East Street as shown on the plat for 1400 North Street Dedication, according to the official plat of said subdivision filed April 12, 2013 as Entry No. 1085216, on file and of record in the office of the Recorder of CACHE County, Utah.

Less and Excepting Therefrom: Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point which lies in the East Right-of-Way Line of 1200 East Street, said point lying South 1°35'33" West 256.81 feet of the Northwest Corner of Lot 5, Block 21, Plat "G" LOGAN FARM SURVEY, and running thence South 88°04'45" East 210.29 feet; more or less to a line of record 212 feet East of the West line of said Block 21; thence South 176.00 feet to the North line of 1400 North Street; thence Westerly 126.40 feet along the arc of a 270 foot radius curve to the right, whose long chord bears South 75°32'53" West 125.25 feet; thence North 87°20'56" West along said North line, 94.88 feet to said East line of 1200 East Street; thence North 01°35'33" East along said East line 212.00 feet to the point of beginning.

Less and Excepting Therefrom: Hillcrest Heights North Unit No. 1 according to the official plat of said subdivision filed June 25, 1992 as Entry No. 560316, on file and of record in the office of the Recorder of CACHE County, Utah.

Less and Excepting Therefrom: Hillcrest Heights North Subdivision, Phase 4, according to the official plat of said subdivision filed December 15, 1995 as Entry No. 631486, on file and of record in the office of the Recorder of CACHE County, Utah.

Less and Excepting Therefrom: Hillcrest Heights Subdivision, Phase 5, according to the official plat of said subdivision filed June 21, 2005 as Entry No. 893164, on file and of record in the office of the Recorder of CACHE County, Utah.

Tax Parcel No. 05-011-0006

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B- I ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.:
 - a. **Warranty Deed from Sugar Plum Logan, LLC to Capstone Hospitality LLC & Assigns.**
 - b. **Deed of Trust from Capstone Hospitality LLC & Assigns to Captstone Commercial Finance conveying the subject property set forth under Schedule A.**
5. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B-II ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. **Taxes or Assessments.** Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
3. **Parties In Possession.** Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof
4. **Easements.** Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
5. **Survey Matters.** Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
6. **Patent and Water Rights.** (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes; (d) water rights, claims to water or water rights, whether or not the matters excepted in (a), (b), (c), or (d) are shown by the public records.
7. **Mechanics' Liens.** Any liens, or right to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Exceptions 1-7 listed above will be eliminated from the ALTA LOAN Policy.

8. **TAXES** for the year 2021 which are liens not yet due but payable. Tax Serial No. 05-0011-0006. **NOTE:** Taxes for the year 2020 are **DELINQUENT** in the amount of \$11,190.68 plus penalties and interest.
9. This property is located within the boundaries of **LOGAN CITY** and is subject to all charges and assessments levied thereby.
10. Subject to any and all rights of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property.
11. 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, or 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 the 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 interest that are not listed.
12. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II (Continued)

13. Subject to a **UTAH POWER AND LIGHT COMPANY EASEMENT**, granted by LOGAN CITY CORPORATION, A MUNICIPAL CORPORATION to UTAH POWER AND LIGHT COMPANY, A CORPORATION, ITS SUCCESSORS IN INTEREST AND ASSIGNS, recorded January 12, 1976, as Entry No. 390648, in Book 187, at Page 192, records of Cache County, Utah.
14. Subject to **EASEMENTS** as shown on 1400 North Street Dedication, recorded April 12, 2013, as Entry No. 1085216, in Book 2013, at Page 2666, records of Cache County, Utah.
15. Subject to a **SUBDIVISION PERMIT** by THE LOGAN CITY PLANNING COMMISSION, recorded April 9, 2018, as Entry No. 1193206, in Book 1999, at Page 1403, records of Cache County, Utah.
16. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate land survey of Land and not shown by the Public Records.

NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. If this information is not correct, please notify the company as soon as possible to provide information regarding the existing loan.

Subject to any entities/individuals that have active filings for mechanic lien rights as disclosed by the Utah State Construction Registry. Said entities together with any other entities/individuals who have a valid lien right will be required to be paid at or prior to closing and a release /withdrawal be filed with the Utah State Construction Registry.

The name(s) **Capstone Hospitality LLC and Sugar Plum Logan, LLC and Titan Development** has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found are disclosed herein.

For informational purposes only, a Chain of Title is provided:

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

NONE

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: <http://www.aita.org/>.



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

| | |
|-------|---|
| Why? | <p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p> |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| How? | <p>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.</p> |

| Reasons we can share your personal information | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes — to offer our products and services to you | No | We don't share |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness | No | We don't share |
| For our affiliates to market to you | No | We don't share |
| For non-affiliates to market to you | No | We don't share |

| | |
|----------|--|
| Question | Go to www.oldrepublictitle.com (<i>Contact Us</i>) |
|----------|--|

| Who we are | |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do | |
|--|---|
| How does Old Republic Title protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy . |
| How does Old Republic Title collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions | |
|------------------------|--|
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i> |
| Non-affiliates | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i> |
| Joint marketing | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i> |

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

| | | | | |
|--|---|---|---|---|
| American First Abstract, LLC | American First Title & Trust Company | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC | Compass Abstract, Inc. |
| eRecording Partners Network, LLC | Genesis Abstract, LLC | Kansas City Management Group, LLC | L.T. Service Corp. | Lenders Inspection Company |
| Lex Terrae National Title Services, Inc. | Lex Terrae, Ltd. | Mara Escrow Company | Mississippi Valley Title Services Company | National Title Agent's Services Company |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co. | Old Republic Title Company of Conroe | Old Republic Title Company of Indiana | Old Republic Title Company of Nevada | Old Republic Title Company of Oklahoma |
| Old Republic Title Company of Oregon | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee | Old Republic Title Information Concepts | Old Republic Title Insurance Agency, Inc. |
| Old Republic Title, Ltd. | Republic Abstract & Settlement, LLC | Sentry Abstract Company | The Title Company of North Carolina | Title Services, LLC |
| Trident Land Transfer Company, LLC | | | | |

NE⁴ Section 26 Township 12 North Range 1 East

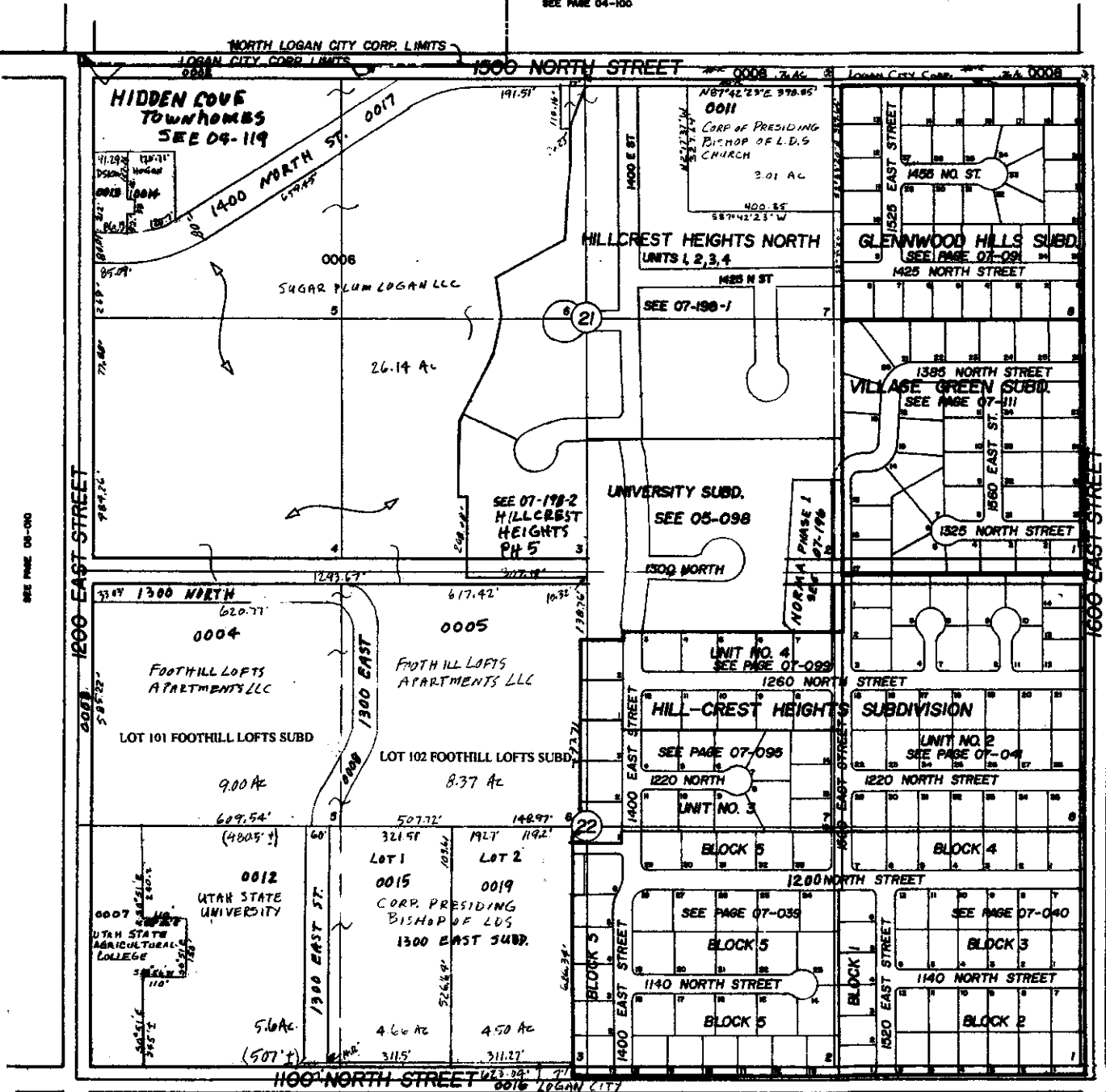
05-01

Scale 1 Inch = 200 Feet

TAX UNIT 27

PART OF BLK'S 21 and 22, PLAT "G" LOGAN FARM SURVEY

SEE PAGE 04-100



SEE PAGE 05-000

SEE PAGE 05-000

SEE PAGE 05-045

MAIL TAX NOTICE TO:
SUGAR PLUM LOGAN LLC
2265 E MURRAY HOLLADAY RD
HOLLADAY UT 84117

QUIT CLAIM DEED

Ent 1165406 Bk 1937 Pg 1155
Date: 1-Feb-2017 01:12 PM Fee \$12.00
Cache County, UT
Michael Bleed, Rec. - Filed By TJ
For TITAN DEVELOPMENT LLC

TITAN DEVELOPMENT, LLC

STATE OF UTAH hereby QUIT CLAIM TO:

SUGAR PLUM LOGAN LLC

STATE OF UTAH Grantee for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00) the following described tract(s) of land in, CACHE COUNTY, STATE OF UTAH:

The Northwest Corner of the Northeast Quarter of Section 26, Township 12 North, Range 1 East of the Salt Lake Base and Meridian.

Less and Excepting Therefrom: That portion of the above described property lying within 1400 North Street, 1500 North Street and 1200 East Street as shown on the plat for 1400 North Street Dedication, according to the official plat of said subdivision filed April 12, 2013 as Entry No. 1085216, on file and of record in the office of the Recorder of Cache County, Utah.

Less and Excepting Therefrom: Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point which lies in the East right of way line of 1200 East Street, said point lying South 1°35'33" West 256.81 feet of the Northwest corner of Lot 5, Block 21, Plat "G" Logan Farm Survey, and running thence South 88°04'45" East 210.29 feet; more or less to a line of record 212 feet East of the West line of said Block 21; thence South 176.00 feet to the North line of 1400 North Street; thence Westerly 126.40 feet along the arc of a 270 foot radius curve to the right, whose long chord bears South 75°32'53" West 123.25 feet; thence North 87°20'56" West along said North line, 94.88 feet to said East line of 1200 East Street; thence North 01°35'33" East along said East line 212.00 feet to the point of beginning.

Less and Excepting Therefrom: Hillcrest Heights North Unit No. 1, according to the official plat of said subdivision filed June 25, 1992 as Entry No. 560316, on file and of record in the office of the Recorder of Cache County, Utah.

Less and Excepting Therefrom: Hillcrest Heights North Subdivision, Phase 4, according to the official plat of said subdivision filed December 15, 1995 as Entry No. 631486, on file and of record in the office of the Recorder of Cache County, Utah.

Less and Excepting Therefrom: Hillcrest Heights Subdivision, Phase 5, according to the official plat of said subdivision filed June 21, 2005 as Entry No. 893164, on file and of record in the office of the Recorder of Cache County, Utah.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2017 and thereafter.

WITNESS, the hand(s) of said Grantor(s), this 11 of January, 2017

Signed in the Presence of:

Nathan A. Brockbank
Manager, TITAN DEVELOPMENT, LLC

STATE OF: Utah)

COUNTY OF: Salt Lake^{SS})

On the 11 day of January, 2017

Personally appeared before me Nathan A. Brockbank, known to be the Manager of TITAN DEVELOPMENT, LLC, authorized agent for the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned and on oath states that HE was authorized to execute the instrument.

Alejail Knight
NOTARY PUBLIC
Commission Expires: Aug. 11, 2020



Ent 1165406 bk 1937 Pg 1156

HR 82-2104 10/20/75

FORM 8000 1-7-75 1240

UTAH POWER & LIGHT COMPANY

(OTHER CORPORATION)

3-A.

EASEMENT

Logan City Corporation, a municipal corporation... doing business in the State of Utah, Grantor, hereby conveys to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across a tract of land located in Cache County, Utah, along the following described center line:

Beginning at an existing pole on the Grantor's land at a point 5 feet south and 32 feet east, more or less, from the north one quarter corner of Section 26, T. 12 N., R. 1 E., S.L.M., thence S. 88°48' E. 986 feet, more or less, thence S. 89°29' E. 160 feet, more or less, to the north boundary line of said land and being in the NW 1/4 of the NE 1/4 of said Section 26 and Lots 5 and 6, Block 21, Plat "C", Logan Farm Plat.

One guy anchor located on the Grantor's land at a point 25 feet south and 295 feet west, more or less, from the northeast corner of Lot 6, Block 21, Plat "C", Logan Farm Plat and being in said lot 6 and in the NW 1/4 of the NE 1/4 of Section 26, T. 12 N., R. 1 E., S.L.M.

This easement cancels and supersedes that certain easement contracted between Logan City Corporation, a municipal corporation, Grantors, and Utah Power & Light Company, Grantee, dated November 12, 1974 and recorded as Instrument No. 381968, December 9, 1974, Book 171, Page 630 in the office of the County Recorder of Cache County, State of Utah.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

Witness my hand and the seal of the Grantor, this 23 day of October, A. D. 1975. LOGAN CITY CORPORATION, Mayor, Secretary

STATE OF UTAH, County of Cache

On the 23 day of October, A.D. 1975, personally appeared before me, Douglas J. Hardison, who being by me duly sworn and say that he is the Mayor of Logan City, a corporation, and that said instrument was signed in behalf of said corporation by authority of said Mayor and said Mayor acknowledged to me that said corporation executed the same.

Notarization expires: 9/19/76, Approved, Public Education Approved

Residing at, File No. 45286

390648

3.00

STATE OF UTAH COUNTY OF CACHE, FILED AND RECORDED FOR UTAH POWER & LIGHT Jan 12 12 44 PM '75

GRETTA B. SMITH COUNTY RECORDER DEPUTY

BOOK 187 PAGE 192

For Recording Date

ORIGINAL

Ent 1193206 Bk 1999 Pg 1403
 Date: 9-Apr-2018 02:14 PM Fee \$1.00
 Cache County, UT
 Michael Gleed, Rec. - Filed By JA
 For LOGAN CITY



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

SUBDIVISION PERMIT

At the February 22, 2018 meeting the Logan City Planning Commission conditionally approved **PC 18-007 Sugar Plum Townhome Subdivision** for a 31-lot subdivision, of a previously approved townhouse project, on 3.43 acres located at 1240 East 1400 North in the Mixed Residential (MR-9) zone; TIN 05-011-0006.

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

CONDITIONS OF APPROVAL

1. All standard conditions of approval are recorded and available in the Community Development Department.
2. The subdivision permit authorizes 30 townhome building lots and one remainder common area.
3. 1400 North and 1200 East shall be fully improved streetscapes that include curb, gutter, park strip, street trees and sidewalk. The 33' feet of Logan City owned 1500 North shall be treated as a public utility easement for the canal and high voltage power lines rather than a standard public street and will not require standard streetscape improvements.
4. A 6' solid fence shall be installed along the north property line adjacent to the three proposed four-plexes. Fencing along 1400 North and 1200 East shall be limited to 4' height.
5. The garbage dumpsters shall be buffered with landscaping shrubs and trees around the sides and rear of the dumpster enclosure.
6. If any wetlands or artesian wells are delineated or identified on the site, all applicable state and local mitigation regulations shall be followed.
7. Prior to issuance of a building permit, the Director of Community Development shall receive a written memorandum from each of the following departments or agencies indicating that their requirements have been satisfied:
 - a. Fire
 - i. Install fire hydrants within 600' of all buildable areas of lots. Install 'No Parking' signs on both sides of the streets.
 - b. Water
 - i. All private and common-owned landscape irrigation systems feed from Logan City water and must have high-hazard backflow assembly installed and tested.
 - ii. All water meter setters must meet current City standards
 - iii. During and after construction, all currently adopted backflow rules will apply.
 - c. Forestry
 - i. Street trees required in park strip every 30', to be installed by developer. Coordinate species and location with the Forester and provide information on landscaping plan.
 - d. Light & Power
 - i. Public utility easements (PUE) on all property lines (10' PUE on property lines facing road and bounds of subdivision, 5' PUE on property lines except 0' lot line units).

e. Environmental

- i. If front-load dumpsters used, a 60' straight on access is required. Trucks should not be required to back up further than 150'. Double enclosure should be provided with a minimum inside measurement of 22' deep without gates and 24' with gates.

Ent 1193206 Bk 1999 Pg 1404

FINDINGS FOR APPROVAL


1. The project is consistent with the ordinance and regulations associated with the MR-9 zoning district.
2. The project conforms to the requirements of Title 17 of the Logan Municipal Code.
3. The project meets the goals and objectives of the MR-9 zoning designation within the Logan General Plan by providing housing in transitional areas.
4. The project met the minimum public noticing requirements of the Land Development Code and the Municipal Code.
5. 1400 North and 1200 East provide access and are adequate.

The Planning Commission's decision came on a motion by Commissioner Dave Newman with a second by Commissioner Sandi Goodlander. The motion passed by a vote of 5-1.

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

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

Accepted and agreed by:
Property Owner or Agent for Sugar Plum Townhome Subdivision

Signed: 
 Print Name: Nathan Breadbank
 Address: 2265 E. Murray Holiday Rd
 City/State/Zip: Holladay UT 84117
 Date: 2/28/17

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

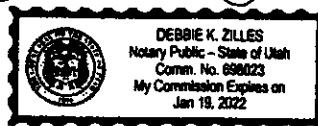
[Handwritten Signature]

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

State of Utah)
 : §
County of Cache)

On this 5 day of March, 2018, before me, Debbie K. Zilles,
a notary public, personally appeared Michael A. DeSimone, Community Development Director for
the City of Logan, who is personally known to me and who signed the above permit.

[Handwritten Signature]
Notary Public



S
E
A
L

Ent 1193206 Bk 1999 Pg 1405

**04-154-0003
Legal Description**

—— 2017 ——

LOT 3 NORTHWEST RDA SUBDIVISION CONT 5.45 AC

Ent 1193206 Bk 1999 Pg 1406

**04-154-0004
Legal Description**

—— 2017 ——

LOT 4 NORTHWEST RDA SUBDIVISION CONT 5.44 AC



Logan City Planning Commission STANDARD CONDITIONS OF APPROVAL

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

1. The staff report is an analysis of the application based on adopted City documents, standard City development practices and available information. The report is used to review and consider the merits of the application prior to and during the Planning Commission meeting. Additional information may be revealed by participants at the Commission meeting which may modify the report and become part of the approved Permit. The Director of Community Development reserves the right to supplement the material in the written report with additional information at the Planning Commission meeting.
2. Any representations by the proponent or authorized agent at the Planning Commission hearing shall be incorporated into the final action as conditions of approval and shall be binding upon the proponent as modifications to the approved project. *"If you show it, you do it."*
3. No site development activities, including grading, clearing, or vegetation removal shall commence until an executed copy of the applicable permit, signed by the property owner or authorized agent, has been filed with the City. Ent 1193206 & 1999 Pg 1407
4. Failure to comply with any conditions of approval shall void the permit and require a new Planning Commission hearing.
5. All improvements shall be constructed in substantial conformance with the approved site plan and/or to the satisfaction of the entity with jurisdiction over the improvement.
6. No work shall be undertaken within the public right-of-way without a *Right-of-Way Permit*. These permits are issued by either Logan Public Works Department for City right-of-way or the Utah Department of Transportation (UDOT) for work within a State right-of-way.
7. Some projects require adoption of deed covenants, conditions, and restrictions (CC&Rs) along with a Home Owners Association (HOA) to be imposed upon the project to ensure proper maintenance and delegation of responsibilities. Any required CC&Rs and HOAs shall be approved by City staff prior to recordation.
8. Street trees shall be placed on 30' centers in the park strip on all roads. The City Forester shall determine the size and species. Occupancy for the final home or building in each phase shall not be granted until all the street trees for that phase have been installed or a bond equal to 110% of the materials and labor necessary to install the street trees has been issued to the City.
9. All projects shall comply with the City Standards and Specifications.
10. All rooftop mechanical equipment shall be screened from view from adjacent public rights-of-way.
11. Commercial exterior light fixtures shall not exceed 32' in height (18' when adjacent to residential zoning) and residential exterior light fixtures shall not exceed 12' in height.
12. No signs are approved with this Permit. All signs must be approved through the Sign Permit process.
13. If not initially indicated and detailed on the approved site plan, fences shall receive a separate fence permit from the Department of Community Development prior to construction.
14. Project construction noise shall not create a disturbance across residential property boundaries between 9:30 PM and 7:00 AM and all day on Sundays and holidays.
15. Dust shall be controlled inside site boundaries and construction debris shall be properly disposed so that negative impacts on neighboring properties are minimized.
16. Public streets and rights-of-way shall not be used as project material storage or staging areas.

1/23/2018

LandLight Parcel Tax Roll Report

**Cache County
Tax Roll Report
Parcel Number: 05-011-0006**

Jan 23, 2018

| <p>Taxpayer Name & Address</p> <p>Parcel: <u>05-011-0006</u></p> <p>Entry: <u>1165406</u> </p> <p>Name: <u>SUGAR PLUM LOGAN LLC.</u></p> <p>Address 1: <u>2265 EAST MURRAY HOLLADAY ROAD</u></p> <p>City, State, Zip: <u>SALT LAKE CITY, UT 84117</u></p> <p>District: <u>027 LOGAN CITY</u></p> | <p>Owners</p> <p>1. <u>SUGAR PLUM LOGAN LLC.</u></p> <p> (Entry <u>1165406</u>) (Book / Page 1937/1155)</p> <p style="text-align: right;">Ent 1193206 Bk 1999 Pg 1408</p> | | | | | | | | | | | | | | | | | | | | |
|---|--|------------------|------------------|------------------|------------------|--------|-------------|--------------------|------------------------------|---------------|-----------------------|----------------|------------------------|-----------------|-------------------|------------------|--------------------|------------------|------------------|--|--------------------------|
| <p>Property Address</p> <p>Property Address:</p> <p>Property City:</p> <p>Tax Rate: 0.013966</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>Property Information</p> <p style="text-align: center;">----- 2017 ----- ----- 2018 -----</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;"></th> <th style="width:10%;">ACRES</th> <th style="width:10%;">MARKET</th> <th style="width:10%;">TAXABLE</th> <th style="width:10%;">MARKET</th> <th style="width:10%;">TAXABLE</th> </tr> </thead> <tbody> <tr> <td>LV - LAND VACANT :</td> <td style="text-align: right;">29.57</td> <td style="text-align: right;">1,265,210</td> <td style="text-align: right;">1,265,210</td> <td style="text-align: right;">1,161,970</td> <td style="text-align: right;">1,161,970</td> </tr> <tr> <td>TOTALS :</td> <td style="text-align: right;">29.57</td> <td style="text-align: right;">1,265,210</td> <td style="text-align: right;">1,265,210</td> <td style="text-align: right;">1,161,970</td> <td style="text-align: right;">1,161,970</td> </tr> </tbody> </table> | | | ACRES | MARKET | TAXABLE | MARKET | TAXABLE | LV - LAND VACANT : | 29.57 | 1,265,210 | 1,265,210 | 1,161,970 | 1,161,970 | TOTALS : | 29.57 | 1,265,210 | 1,265,210 | 1,161,970 | 1,161,970 | | |
| | ACRES | MARKET | TAXABLE | MARKET | TAXABLE | | | | | | | | | | | | | | | | |
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| TOTALS : | 29.57 | 1,265,210 | 1,265,210 | 1,161,970 | 1,161,970 | | | | | | | | | | | | | | | | |
| <p>Building & Tax Information</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: right;">2016</td> </tr> <tr> <td style="text-align: right;">All Taxes:</td> <td style="text-align: right;">\$16,825.33</td> </tr> <tr> <td></td> <td style="text-align: right;">2017</td> </tr> <tr> <td style="text-align: right;">Square Footage: 0</td> <td style="text-align: right;">Principal Taxes: \$17,669.92</td> </tr> <tr> <td style="text-align: right;">Year Built: 0</td> <td style="text-align: right;">Special Taxes: \$0.00</td> </tr> <tr> <td style="text-align: right;">Building Type:</td> <td style="text-align: right;">Rollback Taxes: \$0.00</td> </tr> <tr> <td></td> <td style="text-align: right;">Penalty: \$176.70</td> </tr> <tr> <td></td> <td style="text-align: right;">Abatements: \$0.00</td> </tr> <tr> <td></td> <td style="text-align: right;">Payments: \$0.00</td> </tr> <tr> <td></td> <td style="text-align: right;">Balance Due: \$17,846.62</td> </tr> </table> | | | 2016 | All Taxes: | \$16,825.33 | | 2017 | Square Footage: 0 | Principal Taxes: \$17,669.92 | Year Built: 0 | Special Taxes: \$0.00 | Building Type: | Rollback Taxes: \$0.00 | | Penalty: \$176.70 | | Abatements: \$0.00 | | Payments: \$0.00 | | Balance Due: \$17,846.62 |
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| | 2017 | | | | | | | | | | | | | | | | | | | | |
| Square Footage: 0 | Principal Taxes: \$17,669.92 | | | | | | | | | | | | | | | | | | | | |
| Year Built: 0 | Special Taxes: \$0.00 | | | | | | | | | | | | | | | | | | | | |
| Building Type: | Rollback Taxes: \$0.00 | | | | | | | | | | | | | | | | | | | | |
| | Penalty: \$176.70 | | | | | | | | | | | | | | | | | | | | |
| | Abatements: \$0.00 | | | | | | | | | | | | | | | | | | | | |
| | Payments: \$0.00 | | | | | | | | | | | | | | | | | | | | |
| | Balance Due: \$17,846.62 | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">Parcel History</p> <p>REM 12/85; REM 6/92 07-198; REM 12/95 07-198-0001; REM 12/95 07-198 #4; REM 6/05 07-198-0201,0202,0203; REM 8/12 07-198-0001; REM 4/13-0017 1400 N ST;</p> | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">Legal Description</p> <p style="text-align: center;">----- 2017 -----</p> <p>PART OF THE NE/4 SEC 26 T 12N R 1E DESC ON PLAT OF 1400 NORTH STREET DEDICATION (ENT 1085216) FILED 4/12/2013 NET</p> <p>http://www.landlight.com/f12_report_UT_CA.asp?parcelnum=05-011-0006&freezeyear=Current</p> | | | | | | | | | | | | | | | | | | | | | |

4/23/2018

LandLight: Parcel Tax Roll Report

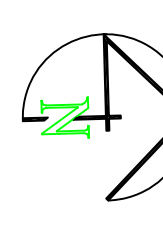
29.57 AC M/B (NOTE: PARCEL NW OF 1400 N ST CONT 3.43 AC, PARCEL SE OF 1400 N ST CONT 26.14 AC) (NOTE: ENT 1165406)
DESC THIS PARCEL AS THE NW/4 OF NE/4 OF SD SEC 26, LESS VARIOUS PARCELS)

** No Greenbelt Information **

** No Back Tax Owning **

Ent 1193206 Bk 1999 Pg 1409

MOUNTAINSIDE ESTATES
 PART OF THE NORTHEAST QUARTER OF SECTION 26
 TOWNSHIP 11 NORTH, RANGE 1 EAST
 SALT LAKE BASELINE AND MERIDIAN
 LOGAN, UTAH



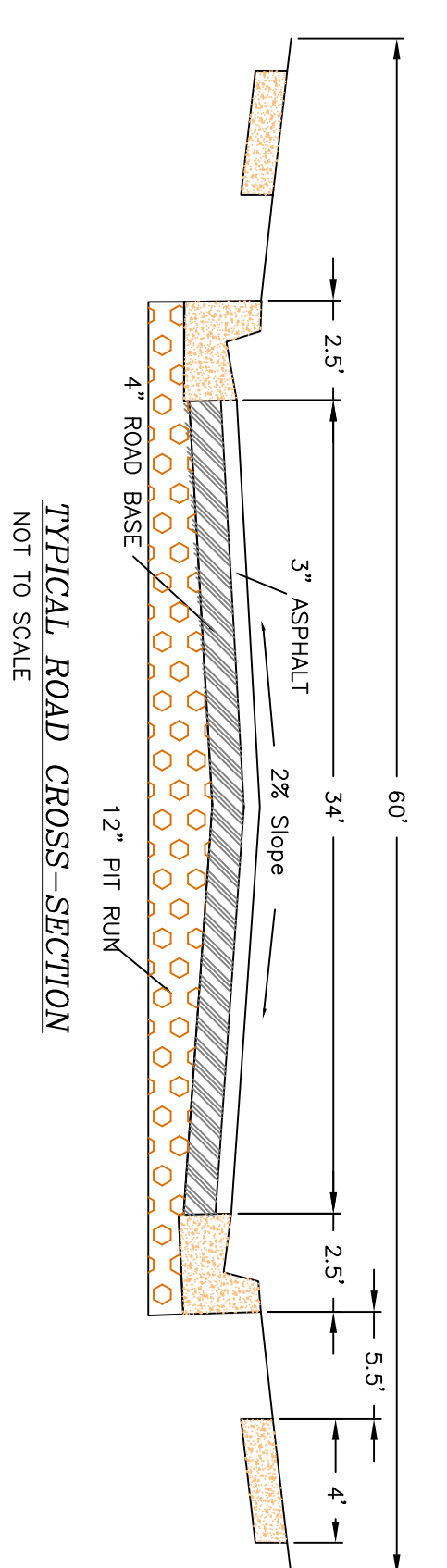
0 70 140
 SCALE: 1"=70' (24x36 PLAN SET)
 SCALE: 1"=140' (11x17 PLAN SET)

Legend:

| | |
|--|------------------------------|
| | BOUNDARY LINE |
| | SETBACK LINES |
| | EXISTING CONCRETE |
| | EXISTING ASPHALT |
| | PROPOSED ASPHALT |
| | MAJOR CONTOUR EXISTING (10') |
| | MAJOR CONTOUR EXISTING (2') |
| | MAJOR CONTOUR PROPOSED (10') |
| | MINOR CONTOUR PROPOSED (2') |

- Notes:**
- Number of Lots: 64
 - Open Space: 2.0± acres
 - Acres=26.0± acres
 - The overall datum for this project is the Logan City GPS Station UTM with an Elevation of 4566.935
 - Proposed 10' utility easements
 - Proposed 25' setback lines
 - Front: 10'
 - Back: 10'
 - Side: 8' - 20' around corners
 - Proposed 10' utility easements
 - Project to be completed in one phase.

PROJECT LOCATION



| <p>PROJECT TITLE MOUNTAINSIDE ESTATES PART OF THE NORTHEAST QUARTER OF SECTION 26 TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASELINE AND MERIDIAN LOGAN, UTAH</p> | <table border="1"> <thead> <tr> <th>No.</th> <th>REVISIONS/ SUBMISSIONS</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | No. | REVISIONS/ SUBMISSIONS | DATE | | | | <p>DATE: APRIL 2021 DRAWING: [initials]</p> | <p>AE ALLIANCE CONSULTING ENGINEERS 150 EAST 200 NORTH SUITE P LOGAN, UTAH 84321 (435)755-5121</p> |
|---|---|--|------------------------|------|--|--|--|--|--|
| No. | REVISIONS/ SUBMISSIONS | DATE | | | | | | | |
| | | | | | | | | | |
| <p>REVIEWED: _____ DRAWN: _____ CAD FILE: _____ PROJECT NO.: _____</p> | | <p>DATE: APRIL 2021 DRAWING: [initials]</p> | | | | | | | |