

1 **PROVIDENCE CITY COUNCIL MEETING MINUTES**

2 Wednesday July 19th, 2023, 6:00 PM

3 Providence City Office Building, 164 North Gateway Drive, Providence UT

4
5 To view the view recording of the City Council meeting please visit the city's YouTube channel found here:
6 [Providence City Council 7/19/2023 - YouTube](#)

7
8 **HR. MIN. SEC.** in **GREEN** above agenda items are time stamps of the YouTube video.

9
10 **Opening Ceremony:**

11 Call to Order: Mayor Alder

12 Roll Call of City Council Members: Mayor Alder, Council Members Kirk, Sealy, Speth & Nebeker.

13 Council Members Absent: Council Member Paulsen.

14 Staff in attendance: Ryan Snow (City Manager), Skarlet Bankhead (Community Services Director) & Ty
15 Cameron (City Recorder).

16 Pledge of Allegiance: Council Member Kirk.

17 Opening Remarks/Prayer: Hal Hansen (Resident).

18
19 **2 MIN. 40 SEC.**

20 **Council Reports:** Items presented by the City Council members will be presented as informational only; no
21 formal action will be taken.

22
23 **Council Member Kirk:**

- 24
- 25 • Reported that a new Youth Council was now in place and that they had 24 applicants who applied, with
26 most being returning members.
 - 27 • They have been busy organizing a dance for this years City Celebration. Noted that everyone she's talked
28 to is excited for this years City Celebration with a lot of people wanting to be involved.
- 29

30 **Council Member Sealy:**

- 31
- 32 • The Black Smith Fork Irrigation Company has reported that the water season is going very well and that
33 they only have a few concerns regarding weeds that need to be trimmed down or removed. Asked residents
34 to please try and keep their weeds around ditches cut or removed.
 - 35 • There have been reports from residents regarding rattlesnakes in the area of Little Baldy and advised
36 everyone to be watchful around rocky and weedy areas.
 - 37 • There are questions about when the mosquito abatement district sprays for mosquitos. Council Member
38 Nebeker responded that they usually spray every Tuesday.
- 39

40 **Council Member Speth:**

- 41
- 42 • Reminded residents that we are entering wildfire season, and as his fellow Council Members have noted,
43 it would be good to make sure weeds are removed or cut down to help prevent wildfires, especially
44 residents who reside up in the bench area.
 - 45 • There have been reports of Algae blooming in the lakes and for those enjoying the lakes to be aware of
46 that as that can cause swimmers itch. There will be a solar eclipse in October.

- Warned residents that there have been reports that West Nile has been found in the state and malaria has been found in the country, encouraged residents to take precautions.
- Rocky Mountain Power will be conducting disaster training tomorrow at 8:00 am. They also have a new program to help people who have medical conditions that require electricity and making sure that if we have a power outage that they will have the necessary power for their medical needs.
- CERT training will be starting up in the fall and that the LDS church is creating a community response program that will help communities with disasters and emergencies when they occur.

Council Member Nebeker:

- Highlighted that there was a recent news article regarding the Mosquito Abatement District and the great work they are doing and the new drones that they have to help contain the mosquitoes.
- He has received some calls and emails from residents asking about the roadwork on 400 E and how long that will take. Staff responded that it could take 3-4 months to complete.
- Reported that one of his goals this year was to make sure his photo was on the website and confirmed that it is on there now and that the new website looks great.

Mayor Alder:

- Continues to work with the Land Conservation board making visits throughout the state and meeting with landowners about getting their property designated as conservation.
- Helping the Chamber of Commerce get more members.
- Read a letter from resident, Robert Rich, about the positive impact of having access to fiber.
- Thanked the city and its workers for all their hard work with all the projects that are currently going on.

Approval of the minutes:

12 MIN. 30 SEC.

- **Item No. 1 Approval of the Minutes:** The Providence City Council will consider for approval the minutes of June 28th 2023 . [\(MINUTES\)](#)

- Mayor Alder called for the approval of the minutes and if any corrections needed to be made.
- No corrections were needed.
- Council Member Kirk indicated that she has reviewed the minutes but that she would abstain from voting as she was unable to attend the meeting.

Motion to approve the city council minutes of June 28th, 2023 – Council Member Sealy. 2nd- Council Member Nebeker.

Vote:

Yea- Council Member Sealy, Speth & Nebeker

Ney-

Abstained- Council Member Kirk

Absent- Council Member Paulsen

Motion passes, minutes approved.

Public Comments: Citizens may express their views to the City Council on issues within the City's jurisdiction. The City Council accepts comments: by email providencecityutah@gmail.com, and by text 435-752-9441.

- Mayor Alder opened the floor for public comment.
- Joe Chambers, resident, asked the Council to review and reevaluate the city's noise ordinance and changing the time if possible. Most cities have a noise ordinance that start at 7 am. Indicated that he lives by the public works building and understands that they are building a new building and believes that construction is starting too early. Commented on the importance of getting a good night's sleep.
- Neil Varner, resident, commented on the construction that is going on north of his house and indicated that there is constant dust, a pond with no fencing and an unsafe entrance to the construction site. Would like the city to look into it. Staff responded that residents in the future to please call Colton Love, our Code Compliance Officer, who could go out there and document the issues, which helps resolve it more quickly than waiting to bring it to the Council.
- No further comments were made, Mayor Alder closed the public comment portion of the meeting.

Presentations/Public Hearings:

20 MIN. 35 SEC.

- **Item No. 2 COG Funding Application Public Hearing:** The Providence City Council will take comments and questions regarding the city's request to apply for COG funding for a spot improvement on the 100 S roadway between Hwy 165 & Gateway Dr here in Providence.
- Mayor Alder called item 2 and asked Ryan Snow to give a brief overview before opening the floor for public comment.
- Ryan Snow indicated that the city was seeking to request additional funds or a grant from the Council of Governments to finish the 100 S Roadway. Commented on the recent construction work that has been done on 100 S and indicated that if they received the grant that it would go to additional construction of a right-of-way and additional areas that needed a bit more widening between highway 165 and Gateway Dr.
- Mayor Alder briefly described what the Council of Governments was and how they operated. Opened the floor to public comments.
- Kendall Pace, resident, asked how much money was being requested or would be needed to finish 100 S. Mr. Snow responded that it would probably take around \$300,000 to complete the project. Mr. Pace asked where the money would come from. Staff and Council responded that COG money is from the County and some from the State, indicated that it does not come from resident tax dollars.
- Mr. Pace asked if the grant was awarded to the city if this project was the one it should be spent on. Staff and Council responded that completion of 100 S is among the city's top priority. Indicated that such projects come from master plans, which are extensive studies done by the city with citizen input that show what the city's current infrastructure and utility status and where future work or areas of the city need to be improved.

- Mayor Alder commented that COG grants are ranked and voted on by all cities and that the money comes from sales tax collected on a county level.
- Ryan Snow discussed the city's various master plans and past and current ongoing projects that have come about from the plans such as the 300 S roadway, bike lane improvements etc.
- The Council indicated that it would be great to get the grant and supports the city application for it.
- No further comments were made. Mayor Alder closed the public hearing.

31 MIN. 45 SEC.

- **Item No. 3 Next Meters Award Presentation to the City:** The Providence City Council will accept an award from Next Meters for the city's efforts in water conservation.

- Mayor Alder called item 3, gave a brief introduction, and turned the time over to Adam Paul, CEO of Next Meters.
- Adam Paul introduced himself and his employees who were present with him tonight. Talked about the history of the company and what they do. Their main purpose is to promote and help with water conservation.
- Mr. Paul relayed some of the things the company has done to help save water and promote water conservation both here in the city and throughout the United States and Canada. Reviewed with Council some of the data that shows that what they do works and does save water.
- Mr. Paul presented an award to the Mayor and City Council for all the city's hard work in water conservation and promoting using water wisely.

41 MIN. 05 SEC.

- **Item No. 4 Providence Sauerkraut Festival Committee Presentation:** The Providence City Council will hear a presentation from the Providence Sauerkraut Festival Committee regarding the upcoming Sauerkraut Days Celebration being held August 14-19th 2023. [\(EVENT LIST\)](#)

- Mayor Alder called item 4, gave a brief introduction, and turned the time over to Nicole Bone, Co-Chair of the City Celebration Committee.
- Nicole Bone introduced the new Sauerkraut Days label or logo and indicated that this year they would be doing a traditional recipe.
- Ms. Bone commented that the drone show is being sponsored by Next Meters and thanked them for their participation in this years celebration.
- Ms. Bone shared the event list which includes the events by day. She stated that they are also going to do a ping ball drop this year and that the Ridgeline Marching Band has volunteered to help with the breakfast that will be held Saturday morning after the races.
- Casey Jorgenson, resident, asked about the pickleball registration. Ms. Bone responded that registration would open on August 1st.
- Council Member Sealy asked if the committee would be highlighting a city resident this year. Ms. Bone responded that they would not specifically be highlighting a resident but that they had asked Mayor Leonhardt to be the Grand Marshall during the parade.

- Council Member Nebeker asked if there would be a visible clock this year for the racers, as some of them have commented on being able to see a clock as they cross the finish line. Ms. Bone responded that there would be a clock.
- Parties talked about the scheduled events and what the City Council would like to do or participate in.
- The City Council thanked Nicole for all she's done and commented that they are excited about this year's celebrations.

55 MIN. 50 SEC.

Staff Reports: Items presented by Providence City Staff (including but not limited to: City Recorder, Public Works Director, Community Services Director, and City Manager) will be presented as information only.

Ty Cameron (City Recorder):

- Indicated that there was nothing to report other than staff were still just working on fixing a few little issues on the new website.

Skarlet Bankhead (Community Services Director):

- She is working on finalizing the moderate-income housing report which is due in August and believes it will be submitted on time but had questions on how the State will evaluate and/or measure a city's progress.
- Informed everyone of the city's history regarding housing development, housing market and the need for a variety of housing. Indicated that the city has for years been following the States requests regarding housing development in the city.
- She has been keeping up with subdivision changes to comply with the new state codes and is working on drafting changes to incorporate in the city code, which will come before the city Council in the coming months.
- Commented that she has recently been asked to join the Cache Summit Planning Committee and has talked with the County Treasurer regarding the city's housing numbers and units and comparisons to past numbers and future projections.
- The baseball fields are currently closed but will reopen in August. A softball tournament is coming to town and will be using some of the fields for their games.
- Soccer and Lacrosse organizations have worked out a schedule for field use.
- Staff is still working on weed and parking notices.

Ryan Snow (City Manager):

- Commented on the moderate-income housing plan and the new laws that govern public hearings regarding land use and prohibiting more than 1 public hearing. Emphasized how important it is to get involved at the state level and for residents to voice their concerns.
- Everyone has been busy as there are a lot of ongoing projects currently underway and a few more coming.
- Council Member Speth asked about the ongoing fiber project and issues with lack of depth for the fiber lines. Ryan Snow responded that there have been a few issues here and there, nothing major, and that staff are talking with the construction crew to make sure the appropriate trench depth is being reached. Reported

that they are getting fixed, and that city staff is inspecting when they can. The parties talked about whether a warranty was available or optional from the contractor. Mr. Snow responded that it is being looked at.

- Clarified the current and upcoming projects which included: 300 S, finishing Alma Leonhardt Park, pickle ball courts, the new skate park and the new trail that will connect Zollinger and Macey's, also noted that they are just about to begin the test well process to hopefully find a new water well location.
- Next month they will be seeing a waste removal contract with Logan city to help with garbage services until the city is ready to go out on their own.
- The City Council thanked Ryan Snow and all the staff for the hard work they are putting in.

Motion to adjourn meeting – Council member Brent Speth. 2nd – Council member Kirk.

Vote:

Yea- Council members Kirk, Sealy, Speth & Nebeker

Ney-

Abstained-

Absent- Council member Paulsen

Motion passes meeting adjourned.

Next meeting is August 16th, 2023.

Minutes approved by council on _____ day of _____ 2023.

Kathleen Alder, Mayor

Ty Cameron, City Recorder



Dear Mayor Kathleen Alder,

July 12, 2023

I am writing to you as the executive director of Little Lambs Foundation for Kids, located in Logan, Utah to request that you proclaim September 18 to 24 as Diaper Need Awareness Week in Utah. Your proclamation would be used in conjunction with other states and local governments around the United States to inform our community that there are families who cannot afford diapers for their children and diaper banks across the country that are helping families obtain the diapers they need.

Last year, diaper banks in the National Diaper Bank Network secured similar proclamations from the governors or state legislatures in 30 states as well as from mayors and county officials in 98 cities and counties representing 32 states throughout the country.

Little Lambs Foundation for Kids is a member of the National Diaper Bank Network, which has been actively raising awareness and addressing diaper need across the country. The National Diaper Bank supports a network of over two hundred active diaper banks which support diaper distribution programs located in nearly every state in the United States. Along with the National Diaper Bank Network, individual diaper banks will hold events and work with their local and state governments to raise awareness of this need and the good work that diaper banks do to help parents obtain this basic necessity for their children.

I have attached a letter with sample language that might be helpful in drafting a proclamation. We look forward to working with your office on this proclamation and in representing our Utah in this national campaign.

Thank you for your consideration.

Sincerely,

Edward Ted Chalfant

Edward "Ted" Chalfant
Executive Director
435-764-4439

The Honorable Mayor Kathleen Alder: an
Official Statement

Whereas, diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and

Whereas, national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

Whereas, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs that enable children to thrive and parents to work; and

Whereas, many parents struggling with diaper need report missing an average of five days of work each month due to an insufficient supply of diapers; and

Whereas, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing child care needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

Whereas, the people of Providence recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

Whereas, Providence is proud to be home to trusted community-based organizations including Little Lambs Foundation for Kids, that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

Whereas, through their important work of addressing diaper need, diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth; now

Therefore, I, Mayor Kathleen Alder, do hereby proclaim the week of September 18th through September 24th, 2023 as

NATIONAL DIAPER NEED AWARENESS WEEK

in the City of Providence, thank the aforementioned diaper banks, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Providence to donate generously to diaper banks, diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of Providence children and families can thrive and reach their full potential.



connect with the people and
places that matter most

Mayor,

The CVTD Board is focused on providing services that increase access and mobility across our entire service area. Mobility leads to a strong local economy in every community we serve. This allows our riders to access employment, shopping, health care, education, etc., within our service area. This is why our tagline is: Connecting with the people and places that matter most.

In the 2023 general legislative session, the legislature changed Utah Code 17B-2a-807 which governs the small transit district board apportionment. The change specifies that the transit district board must contain between 5 to 9 members. Currently the CVTD Board has 18 members.

According to Utah Code, the legislative bodies (city councils) determine the board structure and whom to appoint as members. The current CVTD Board felt a responsibility to provide their recommendation on the Board apportionment. The Board has spent several hours over multiple months discussing potential approaches.

At the June Board meeting the Board voted to support the recommendation outlined in the included resolution. On behalf of the Board, I would ask for your support in seeking adoption of the resolution by your council.

Should you have additional questions or comments please contact me at: 509-496-5723 or email: jpjmba@gmail.com

Respectfully,

Patrick Jenkins
CVTD Board Chair

Cecelia Benson

Glen Schmidt

David Geary

Jeannie Simmonds

Sue Sorenson

Mary Barrus

Ron Bushman

Shaun Bushman

Jeff Turley

Gregory Shannon

Bob Christensen

Holly Broome-Hyer

Terrie Wierenga

Mike Arnold

Paul James

Lieren Hansen

Lyle Lundberg

Patrick Jenkins — Board Chair Cecelia Benson — Board Vice Chair Bob Christensen David Geary Glen Schmidt Gregory Shannon
Holly Broome-Hyer Jeannie Simmonds Jeff Turley Lieren Hansen Lyle Lundberg Mary Barrus Mike Arnold Paul James
Ron Bushman Shaun Bushman Sue Sorenson Terrie Wierenga

RESOLUTION NO. 08-2023

A RESOLUTION SUPPORTING THE BOARD APPORTIONMENT OF THE CACHE
VALLEY TRANSIT DISTRICT IN COMPLIANCE WITH UTAH CODE 17B-2a-807
EFFECTIVE JANUARY 1, 2024

WHEREAS, the Utah State Legislature changed Utah Code 17B-2a-807 to alter the current board apportionment for small transit districts; and

WHEREAS, the Municipal Council finds that the current apportionment of the Cache Valley Transit District Board is not in compliance with the code change; and

WHEREAS, the Municipal Council has the authority to change the apportionment of the Cache Valley Transit District Board;

NOW, THEREFORE, BE IT RESOLVED BY THE PROVIDENCE MUNICIPAL COUNCIL, that this Council supports the following apportionment for the Cache Valley Transit District Board effective January 1, 2024:

Number of members	Cities	Area
4	Logan	Area 1
1	North Logan / Hyde Park	Area 2
1	Smithfield / Richmond / Lewiston	Area 3
1	Providence / River Heights	Area 4
1	Hyrum / Millville / Nibley	Area 5
1	Cache County	Area 6

Council Vote:

Nebeker, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Kirk, Carrie	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Paulsen, Joshua	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sealy, Jeanell	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Speth, Brent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

ADOPTED AND APPROVED BY THE PROVIDENCE MUNICIPAL COUNCIL,
STATE OF UTAH, THIS

_____ DAY OF _____, 2023.

Mayor

ATTEST:

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOGAN CITY AND PROVIDENCE CITY
FOR SOLID WASTE SERVICES**

This INTERLOCAL COOPERATION AGREEMENT FOR SOLID WASTE SERVICES (“Agreement” or “Interlocal Agreement”) is entered into as of the ____ day of _____, 2023, by and between the City of Logan (“Contractor” or “Logan”) and the City of Providence (“Client” or “Providence”), each of which are public agencies as defined in the Utah Interlocal Cooperation Act, and are hereinafter referred to collectively as “Parties”.

WITNESSETH

WHEREAS, pursuant to the Utah Interlocal Cooperation Act (the “Interlocal Cooperation Act”), Title 11, Chapter 13, Utah Code Annotated, public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action, to permit local governmental units to make the most efficient use of their powers, and to provide the benefit of economy of scale;

WHEREAS, Contractor contracted with Cache County Service Area #1 to provide refuse collection and disposal services to various municipalities throughout Cache County, including Client;

WHEREAS, Contractor’s agreement with Cache County Service Area #1 has been terminated and Client intends to acquire the necessary garbage collection equipment to provide garbage collection and disposal services to its citizens;

WHEREAS, Client desires that Contractor continue to provide garbage collection and disposal services within Client’s jurisdiction while it acquires garbage collection equipment;

WHEREAS, Contractor possesses the resources and administrative capabilities to provide garbage collection and disposal services for the Client; and

WHEREAS, Contractor is willing to continue garbage collection and disposal services up to April 30, 2024 to give time for Client obtain garbage collection equipment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Authority. The Parties make this Agreement pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13 of the Utah Code.

2. Term. The term of this Agreement shall commence on October 1, 2023, and shall automatically terminate April 30, 2024, without any further action by either Party. Unless otherwise mutually agreed to in writing by the Parties, this Agreement will not extend beyond the

initial term. Prior to the automatic termination at the end of the term of this Agreement, any party may terminate this Agreement at any time and for any reason by providing at least sixty (60) days written notice of termination to the other Party.

3. Contractor Obligations.

3.1 Collection and Disposal Services. Contractor shall collect and dispose of all refuse acceptable for collection from all family and apartment dwellings, institutions, businesses, and industrial establishments located within the territorial limits of Providence from established and adequately maintained public roads or located in some other area as to render normal, safe collection by Contractor's vehicles and/or motorized equipment.

3.1.1 Serviceable Areas and Collection Boxes. As determined by Contractor in its reasonable discretion, Contractor may elect not to collect refuse from areas within Providence that cannot be reached by heavy refuse collection trucks upon either asphalt, cement, or improved gravel (all weather) surfaced roads. Contractor may provide collection boxes at suitable locations for residents of Providence not having access to adequately surfaced and maintained roads.

3.1.2 Single-Family and Multi-Family Residential Collection. Contractor shall collect all residential refuse once every week and residential recycling every other week. Contractor shall collect residential green waste (90-gallon cans) once every week from April 1 to November 30.

3.1.3 Commercial and Industrial Collection. Contractor shall collect commercial and industrial refuse once every week. Contractor may, in its reasonable discretion, collect this refuse more often due at any location due to the nature or volume of the refuse.

3.1.4 Monthly Invoicing. Contractor will prepare and submit invoices to Client (Providence City) each month for Contractor's services.

3.2 Refuse and Waste Disposal. Contractor will transport all refuse, waste and recycling materials collected from Providence to a permitted landfill operated and managed by Logan. Contractor shall have all salvage rights in any refuse or waste collected by Contractor.

3.3 Contact Services. Contractor shall maintain an office and telephone for the purpose of answering service-related calls, complaints, etc., made by customers regarding Contractor's services.

3.4 Containers. Contractor shall provide standard refuse and recycling containers to all new residents of Providence during the term of this Agreement. A container damaged during the collection process will be fixed or replaced by Logan.

3.5 Access to Logan Landfill. During the term of this Agreement, the Logan landfill shall be open to all Providence residents, agencies, entities, and businesses. The landfill fees for

disposal shall be the same as those fees paid by Logan City residents, agencies, entities, and businesses.

4. Client Obligations

4.1 Payment of Fees for Services After October 1, 2023. Beginning October 1, 2023 and continuing through April 30, 2024, Client agrees to pay Contractor solid waste residential and commercial service fees as depicted in Exhibit 1 attached hereto. These fees are the equivalent to the fee charged to City of Logan residential and commercial entities plus 10%. The Parties agree that if the rates identified in Exhibit 1 change during the term of this Agreement or any extension thereof, the rates charged to Client will automatically change accordingly.

4.1.1 Collection of Fees. Client is responsible to collect fees from Providence citizens. Client agrees to pay Contractor all agreed upon fees regardless of whether Client has collected these fees from Providence citizens.

4.1.2 Interest for Late Payments. Client agrees to pay all within thirty (30) days of the date of the invoice. Contractor may charge a late fee with interest at the rate of 1.5% per month on all overdue balances.

4.2 Purchase of Refuse and Recycling Containers. Within thirty (30) days of the termination of this Interlocal Agreement, Client shall purchase from Contractor all refuse, recycling and green waste containers used by Providence residents, agencies, entities and businesses.

4.2.1 Residential Containers. Providence City agrees to purchase all existing residential refuse, recycling and green waste containers utilized in Providence from Logan for thirty-five dollars (\$35.00) per container.

4.2.2 Commercial Containers. Providence agrees to purchase all commercial containers utilized in Providence from Logan at the following prices per unit:

Size & Type	Sale Price
2-Yard Front Load	\$ 355.00
3 -Yard Front Load	\$ 405.00
4 - Yard Front Load	\$ 513.00
6 -Yard Front Load	\$ 604.00
8 - Yard Front Load	\$ 769.00

4.3 Containers Sold “As Is”. Client acknowledges and agrees that all containers (residential and commercial) it purchases from Contractor are sold “as is”, “where is”, with all faults and that Contractor has no obligation to repair or replace any damaged or defective containers.

4.4 Ordinances. For the duration of this Agreement, Client shall maintain and reasonably enforce all ordinances/resolutions related to the collection of municipal solid waste and recyclable materials (and any future amendments to the same). Upon Contractor's request, client shall consider the revocation or termination of licenses, franchises or contracts previously granted by Providence to person who are in violation of this agreement.

5. Miscellaneous

5.1 Section and Paragraph Headings. Section and paragraph headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Agreement.

5.2 Integrated Agreement. This Agreement contains the entire agreement of the Parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the Parties to it.

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

5.4 Independent Contractor. Nothing in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties.

5.5 Non-Assignability. This Agreement shall not be assigned by either Party without the express written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, successors and assigns.

5.6 Construction. No rule of strict construction shall be applied against either Party.

5.7 Severability Clause. In the event that any provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability with respect to other clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

5.8 Interlocal Cooperation Act. In satisfaction of the Interlocal Cooperation Act, the Parties agree as follows:

5.8.1 Attorney Review. This Agreement shall be reviewed as to proper form and compliance with the applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

5.8.2 Filing of the Agreement. Executed copies of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

5.8.3 Manner of Financing and Costs. This Agreement and the cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Except as otherwise provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement.

5.8.4 No Separate Entity. No separate legal entity is created by the terms of this Agreement and no facility, property or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

5.8.5 Administration. The Parties agree that, pursuant to Section 11-13-207 of the Interlocal Cooperation Act, Logan shall act as the administrator responsible for the administration of this Agreement. The Parties further agree that this Agreement does not anticipate or provide for any organizational changes in the Parties.

5.8.6 Amendment. This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be approved in accordance with the Interlocal Cooperation Act.

5.9 Dispute Resolution. Any controversy or claim arising out of or relating to the termination of this Interlocal Agreement shall be first addressed through mediation before the commencement of any legal proceedings. The parties shall equally share the cost of a mutually acceptable mediator.

5.10 Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

5.11 Exhibits. All exhibits attached hereto are incorporated herein by reference.

5.12 Indemnification. Both Parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. By entering into this Agreement, neither Party waives any defenses or limits of liability under the Governmental Immunity Act, or any other applicable federal, state or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, each Party shall assume and retain liability and responsibility for the claims, losses, damages, injuries or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents and contractors in an amount not to exceed the damage limits in Utah Code Ann. § 63G-7-604 as amended.

IN WITNESS WHEREOF, the City of Logan and the City of Providence have executed this Agreement on the day of -----2023.

CITY OF LOGAN

Holly H. Daines
Mayor

Attest:

Teresa Harris
Logan City Recorder

Approved as to Form

Craig Carlston
Logan City Attorney

CITY OF PROVIDENCE

Kathleen Alder
Mayor

Attest:

Tyler Cameron
Providence City Recorder

Approved as to Form

Providence City Attorney

Exhibit 1

Logan City and Providence Refuse collection and Disposal Fees After October 2023.

SECTION 1 RESIDENTIAL GARBAGE AND RECYCLING PICKUP (INCLUDES LANDFILL TIPPING FEES (TF) UNLESS OTHERWISE NOTED).

Logan City

90 gallon Garbage	\$14.65 every week pickup
90 gallon Recycling	3.00 every other week pickup
Extra pickup	\$3.87 ea. container
60 gallon (minimum fee)	\$12.40

The minimum fee for multi-family dwelling units serviced by commercial bins shall be the 60 gallon rate plus recycling, multiplied by the number of dwelling units. For composting fee see Section 11.

Green Waste Composting	\$0.5/month/residential dwelling
------------------------	----------------------------------

SECTION 2 COMMERCIAL GARBAGE PICKUP

a. Front Load Refuse hauled by Service Area

2 yard bins	\$6.59 cu. yd. per pickup
3 and 4-yard bins	\$5.67 cu. yd. per pickup
6- and 8-yard bins	\$5.57 cu. yd. per pickup

Bin Size (yards)	Frequency (Empties/Week)					
	1	2	3	4	5	6
2	\$57.11	\$ 114.23	\$171.34	\$ 228.45	\$ 285.57	\$ 342.68
3	\$73.71	\$ 147.42	\$221.13	\$ 294.84	\$ 368.55	\$442.26
4	\$ 98.28	\$ 196.56	\$ 294.84	\$393.12	\$491.40	\$ 589.68
6	\$ 144.82	\$ 289.64	\$ 434.46	\$ 579.28	\$724.10	\$ 868.92
8	\$ 193.09	\$386.19	\$ 579.28	\$ 772.37	\$ 965.47	\$ 1,158.56

b. Temporary Dumpster Rental

Front Load Rental Fee	\$10.00 weekly or \$1.43 daily
Collection/Disposal Fee	Same as Section 2(a)
Roll-off Rental Fee (beginning day 15 of rental)	\$40.00 weekly or \$5.71 daily
Collection/Disposal Fee	Same as Section 2(c)

c. Roll-Off Refuse

Each Pickup	\$126.00 each plus applicable TF
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d. Minimum Commercial Fee

Logan City	\$14.15 per month
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SECTION 3 NEW HOME AUTOMATED CONTAINER (A.C.) SERVICE FEE

Delivery of A.C. in Logan City	\$20.00 for any number of containers
Delivery of A.C. in Providence	\$26.00 for any number of containers
Pickup of A.C. by customer	\$5.00 for any number of containers

Landfill disposal fees are the same for all users in Cache County.

**AGREEMENT FOR PUBLIC IMPROVEMENT INSTALLATION
DEVELOPER AND CITY PARTICIPATION**

This AGREEMENT FOR PARTICIPATION IN PUBLIC IMPROVEMENT INSTALLATION ("Agreement") is entered into this ____ day of _____, 2023, by and between **North Atlantic Imports, LLC**, a Utah limited liability company ("Developer") and the **City of Providence** ("City"), a municipal corporation.

RECITALS

- A. WHEREAS, the Developer is the owner of certain parcels of real property (the "Development Property") located within the corporate limits of the City;
- B. WHEREAS, the City is a Utah municipal corporation that has jurisdiction over the development of the Development Property;
- C. WHEREAS, the Developer has submitted to the City a commercial site plan of the Development Property and the City's Land Use Authority has approved the commercial site plan for the Development (hereinafter "Site Plan") in accordance with applicable land use ordinances of the City. A copy of the approved commercial site plan is on file at the City Offices;
- D. WHEREAS, the Developer has submitted to the City proposed construction drawings and the City has approved the same (hereinafter "Approved Construction Drawings"). A copy of the Approved Construction Drawings is on file at the City Offices;
- E. WHEREAS, the parties understand and intend that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. § 10-9a-532.
 - 1. This Agreement does not restrict the Developer's rights under clearly established state law. It is meant to establish the participation of each party in the installation of public infrastructure that is considered a "system improvement" as defined in Utah Code Ann. § 11-36a-102(22).
 - 2. The Developer is solely responsible for the "project improvements" as defined in Utah Code Ann. § 11-36a-102(15).
 - 3. This agreement does not prevent the Developer from entering into private agreements with other property owners.
- F. WHEREAS, the parties acknowledge that entering into this Agreement will provide benefits to each party above and beyond the legal rights of each party in the absence of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1 PROJECT IMPROVEMENTS

The Developer agrees to construct all improvements pursuant to the Site Plan, the Approved Construction Drawings, City Ordinances, and other applicable laws and regulations. Except for the system improvements described below, all improvements in connection with the Development Property are “project improvements” as defined in Utah Code Ann. § 11-36a-102.

Section 2 SYSTEM IMPROVEMENTS

2.1 Sanitary Sewer Improvements. The City will design, and the Developer will construct and install, a sewer lift station and public force main line. The lift station will be located on property acquired, or to be acquired, by the City west of SR-165, east of the Blacksmith Fork River, and south of 300 South. The location of the force main line will be along 300 South. The sewer lift station and force main line are “system improvements” as defined under Utah Code Ann. § 11-36a-102.

2.2 Cost Reimbursement

- 2.2.1 The 2020 Providence City Wastewater Master Plan “2020 Plan” lists capital improvement projects for the sanitary sewer system. A force main and a west side lift station are listed as capital improvement projects. The 2020 Plan includes an impact fee analysis and impact fee facility projects. The west side lift station and force main are included in the impact fee facility projects.
- 2.2.2 The City will reimburse the Developer for the actual costs incurred for the construction and installation of the sewer lift station and public force main line. The City will pay for the design directly.
- 2.2.3 The 2020 Plan estimates the force main will cost \$344,000. The 2020 Plan estimates the west side lift station will cost \$180,000 (including \$30,000 for design but no funds for property acquisition). The estimate date for both projects was May 3, 2021. The 2021 estimate for the lift station and the force main (less the design fees) is \$494,000. Adjusting 15% for increased construction costs, the City estimates a reimbursement amount of \$568,100.
- 2.2.4 The City will pay the reimbursement within 30 days after (1) the sewer lift station and force main have passed all inspections required by law and (2) the Developer notifies the City of the total cost of the improvements and provides corresponding invoices.

Section 3 MISCELLANEOUS

The following provisions are an integral part of this Agreement:

- 3.1 Entire Agreement/Amendment.** With respect to the subject matter of this Agreement, this Agreement and other documents and instruments identified or contemplated by this Agreement constitute the parties' entire agreement, and may not be altered, modified, or amended except as identified. All prior and contemporaneous agreements, arrangements, and understandings between the parties respecting the subject matter of this Agreement are superseded and rescinded.
- 3.2 Term of Agreement.** The term of this Agreement will be the shorter of (a) 15 years from the date the Agreement is signed, or (b) build out, meaning the completion of construction of all improvements. The parties acknowledge and agree that the term of this Agreement does not alter or impact in any way the time restraints and deadlines prescribed in City Ordinances or Utah State Code.
- 3.3 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.4 Counterparts.** This Agreement may be executed in counterparts, and the delivery of an executed signature page via facsimile will have the same force and effect as the delivery of an executed original.
- 3.5 Captions.** The headings contained in this Agreement are for reference purposes only and do not limit, expand, or otherwise affect the construction of this Agreement.
- 3.6 Severability.** If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable, or unenforceable term or provision will not affect the enforceability of the remaining provisions of this Agreement.
- 3.7 Governing Law and Venue.** The parties agree that this Agreement will be construed and enforced in accordance with the laws of the State of Utah. Any legal action involving a dispute concerning the interpretation or enforcement of this Agreement will be brought only in the First Judicial District Court, County of Cache, State of Utah.
- 3.8 Recitals and Exhibits.** All factual recitals and referenced or attached exhibits are considered a part of this Agreement.
- 3.9 No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership, or agency relationship between the City and the Developer. Further, the parties do not intend this Agreement create any third-party beneficiary rights. The parties acknowledge that the City has no interest in, responsibility for, or duty to any third parties concerning improvements unless the City has accepted the dedication of such

improvements.

- 3.10 Attorney Review, Voluntary Agreement.** Each party acknowledges that it has had this Agreement reviewed by its attorney or has, in the alternative, specifically elected not to do so. Each party further acknowledges that it is entering into this Agreement willingly and voluntarily with full knowledge of its legal rights and remedies, which it is entitled to under Utah law, and, that by entering into this Agreement, it will be bound to perform its obligations under this Agreement, irrespective of legal rights and remedies that it had, or may have had, in the absence of this Agreement.
- 3.11 No Waiver.** Failure of any party to exercise any right under this Agreement will not be deemed a waiver of any such right and will not affect the right of that party to exercise at some future date any such right or other right it may have.
- 3.12 Reserved Legislative Powers.** The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth in this Agreement are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation will only be applied to modify the vested rights of Developer with respect to use under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, as set forth in Utah Code Ann. § 10-9a-509. Any such proposed change affecting the vested rights of the Development Property will be of general application to all development activity in the City; and, unless in good faith the City declares a bona fide emergency, Developer will be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Development Property under the compelling, countervailing public interest exception to the vested rights doctrine.

SIGNATURES TO FOLLOW ON NEXT PAGE

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

City of Providence

By: _____
Kathleen Alder, Mayor

Attest:

Tyler Cameron, Recorder

STATE OF UTAH)
:
County of Cache)

On the _____ of _____, 2023, personally appeared before me, Kathleen Alder and Tyler Cameron, who did say that they are the Mayor and City Recorder respectively of Providence, Utah, a Utah municipal corporation, and that the said instrument was signed in behalf of said corporation by authority of a resolution of the City Council and the aforesaid officers acknowledged to me that said corporation executed the same.

Notary Public

North Atlantic Trading, LLC

By: _____
Its: _____

STATE OF UTAH)
:
County of Cache)

On this _____ day of _____, 2023 personally appeared before me, _____,
_____ who is personally known to me
_____ whose identity I proved of the basis of _____
_____ whose identity I proved on the oath/affirmation of _____,
and who by me duly sworn/affirmed, did say that he/she is the _____ of _____,
and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors, and said _____ acknowledged to me that said Corporation executed the same.

Notary Public

Commission Expires: _____

WARRANTY DEED

SETH ALDER FARMS LLC, grantor, of Providence, County of Cache, State of Utah, hereby conveys and warrants to PROVIDENCE CITY, grantee, of Providence, County of Cache, State of Utah, for the sum of \$10,500.00 dollars, the following described tract of land in Cache County, Utah: Parcel of property 60' x 70' (4,200 sq) located at 200 West 1700 South Providence Ut 84332

SEE ALSO ATTACHED EXHIBITS HERETO AND MADE A PART HEREOF

This Warranty Deed shall be signed by _____ on behalf of Seth Alder Farms LLC, and by _____ on behalf of Providence City.

SETH ALDER FARMS LLC (Grantor) by:

PROVIDENCE CITY (Grantee) by:

STATE OF UTAH

§

COUNTY OF CACHE

On this _____ day of _____, in the year 2023, before me _____ a notary public, personally appeared the above stated representatives of the grantor and grantee, proved on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged they executed the same.

Witness my hand and official seal.

Seal

Notary Public Signature

PROVIDENCE CITY LIFT STATION SITE BOUNDARY DESCRIPTION

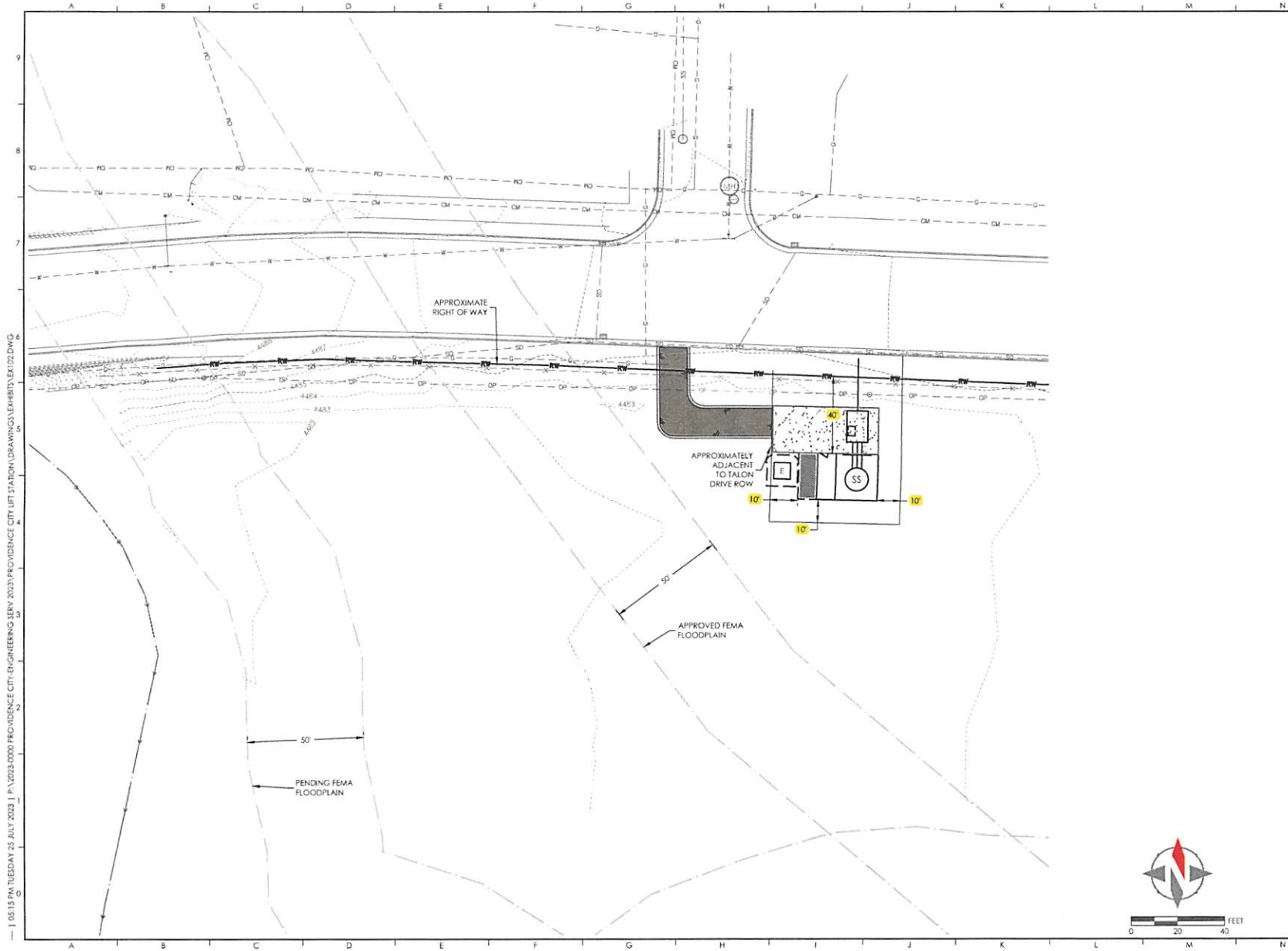
A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 1700 SOUTH STREET, WHICH POINT LIES 937.22 FEET NORTH 00°00'00" EAST AND 486.22 FEET SOUTH 90°00'00" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 9, (THE BASIS OF BEARING BEING NORTH 89°48'12" WEST ALONG THE SECTION LINE BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 9); AND RUNNING THENCE: ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°43'22" EAST 60.00 FEET; THENCE SOUTH 02°16'38" WEST 70.00 FEET; THENCE NORTH 87°43'22" WEST 60.00 FEET; THENCE NORTH 02°16'38" EAST 70.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 4,200 SQ.FT. (0.096 ACRES, MORE OR LESS).

PROVIDENCE CITY LIFT STATION SITE ACCESS EASEMENT DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 1700 SOUTH STREET, WHICH POINT LIES 937.22 FEET NORTH 00°00'00" EAST AND 486.22 FEET SOUTH 90°00'00" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 9, (THE BASIS OF BEARING BEING NORTH 89°48'12" WEST ALONG THE SECTION LINE BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 9); AND RUNNING THENCE: SOUTH 02°16'38" WEST 70.00 FEET; THENCE NORTH 87°43'22" WEST 60.00 FEET; THENCE NORTH 02°16'38" EAST 70.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°43'22" EAST 60.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 4,200 SQ.FT. (0.096 ACRES, MORE OR LESS).



CONTACT INFORMATION

Answers to Infrastructure®
ENGINEERS & SURVEYORS
45 EAST 200 NORTH, STE 107
LOGAN, UT 84321
P: 435.374.4670



REVISIONS

LEGAL NOTICE

THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRS CONSULTING ENGINEERS, INC. AND IS NOT TO BE REPRODUCED, MODIFIED, OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY AGREEMENT WITH CRS ENGINEERS.

DESIGN

**PRELIMINARY
DRAWINGS
NOT FOR
CONSTRUCTION**

PRINCIPAL : M. HIRST
MANAGER : M. PIERCE
REVIEWER : J. AMES
DRAFTER : J. SEEDALL

PROJECT

2023-0000
25 July 2023

**PROVIDENCE CITY
LIFT STATION**

1700 SOUTH, PROVIDENCE, UTAH 84321

SITE PLAN EXHIBIT
1 OF 1

EX102

1 03:15 PM TUESDAY 25 JULY 2023 1 P:\2023\0000 PROVIDENCE CITY ENGINEERING LEVY 2023 PROVIDENCE CITY LIFT STATION DRAWINGS EXHIBIT EX102.DWG

AN APPRAISAL REPORT

on
Acquisition Land for Proposed Sewer Lift Station
Over Property Owned by Seth Alder Farm LLC
Located at 200 West 1700 South
Providence, Utah

Date of the Report
June 27, 2023

Date of Valuation
June 14, 2023

Prepared by
Dustin T. Singleton
141 West 620 South, PO Box 561,
Providence, Utah

Prepared for
Providence City
164 North Gateway Drive
Providence, UT 84332

SINGLETON APPRAISAL SERVICES

REAL ESTATE APPRAISING & CONSULTING

141 West 620 South, P.O. Box 561, Providence, Utah 84332

June 27, 2023

Providence City
Ryan Snow – City Manager
164 North Gateway Drive
Providence, UT 84332

Dear Mr. Snow:

At your request, I have completed an appraisal to provide an opinion of the market value of a partial acquisition over property that is located at approximately 200 West 1700 South, Providence, Utah. The acquisition will include a total land area of 3,484 square feet. As of the effective date, there will not be a temporary construction easement. However, depending on the location of the sewer lift, it may require a construction easement to build a road to access the lift station.

As part of the valuation, I have formed an opinion of the market value of the total parcel before the acquisition and of the remainder after the acquisition. The property consists only of raw land and no building improvements or site improvements are located on the property. I have also considered any potential damages and/or special benefits to the remainder after the severance of the acquisition property.

I personally inspected the site on June 14, 2023, and visited with Kathleen Alder, the property owner. I explained the appraisal process and asked questions about the property. Ms. Alder (#801-564-5562) was given the opportunity to describe the property and provide input regarding its physical and economic characteristics and the effect that he believes the acquisition will have on the remainder parcel.

The appraisal is intended to conform to the Uniform Standards of Professional Appraisal Practice and the Standards and Code of Professional Ethics of the Appraisal Institute, the Uniform Relocation Assistance and Real Property Acquisition Act (Federal Uniform Act Section 301 (2)(3)40 CFR 24.103) and the appraisal guidelines of UDOT. All applicable methods of valuation were considered. The appraisal report is written in a narrative reporting format.

I have gathered the market data and completed the analysis necessary to form an opinion of the market value of the fee simple interest in the subject property. Based on my investigation and analysis, it is my opinion that the market value of acquisition property as of June 14, 2023, is:

EIGHT THOUSAND EIGHT HUNDRED DOLLARDS

\$8,800.00

The following report contains, in part, the data, analysis, and assumptions on which the value estimate is based. Your attention is called to the section found in the addendum entitled "limiting conditions" as it sets forth additional conditions and assumptions upon which the value estimate is made.

Respectfully submitted,



Dustin T. Singleton

CERTIFICATION

I do hereby certify that upon request by Ryan Snow, for and on behalf of Providence City, that I have completed an appraisal of property owned by Seth Alder Farm LLC. The property is located at approximately 200 West 1700 South, Providence, Utah.

I certify that to the best of my knowledge and belief:

1. The statement of facts contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analysis, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this appraisal report. I have no personal interest or bias with respect to the subject matter of the appraisal or parties involved.
4. I have not provided any services regarding the subject property within the last three years preceding acceptance of this assignment as an appraiser or in any other capacity. It is noted I appraised the property for the owner with a report date of September 1, 2020.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
6. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. I have made a personal inspection of the property that is the subject of the appraisal.
9. No one provided professional assistance to the persons signing this report except as noted.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, Dustin T. Singleton has completed the Standards and Ethics Education Requirement of the Appraisal Institute Associate Members.
12. My state (Utah) appraisal certification has not been revoked, suspended, canceled, or restricted.

Dated: June 27, 2023



Dustin T. Singleton

Utah State-Certified General Appraiser #5450730-CG00 expires 11-30-23
--

SUMMARY OF IMPORTANT AND SALIENT CONCLUSIONS

Location	~ 200 West 1700 South, Providence, Utah
Owner of Record	Seth Alder Farm, LLC
Assessor Parcel Number	02-090-0008
Purpose of the Appraisal	Provide an opinion of the market value of the acquisition property
Intended Users of Appraisal	Providence City Officials, and Property Owners
Property Rights Appraised	Fee Simple Estate
Effective Date of Valuation	June 14, 2023

SITE DESCRIPTION

Before Acquisition

Site Size	8.90 acres
Zoning	Life Cycle by Providence City

PROPERTY TO BE ACQUIRED

Land In Fee Title	3,484 SF
Land for Perpetual Easement	None
Land for Construction Easement	None
Improvements	None

HYPOTHETICAL CONDITIONS

Appraisal subject to hypothetical conditions outlined on page 4-5 of the report.

VALUATION

Market Value Before Acquisition	= \$969,210
Less Value of the Acquisition as Part of the Whole	= \$ 8,710
Value of the Remainder as Part of the Whole	= \$960,500
Less Damages Caused by the Severance	= \$ -0-
Plus Special Benefits	= \$ -0-
Market Value of the Remainder after Severance	= \$960,500

MARKET VALUE OF ACQUISITION SUMMARY

Market Value Before Acquisition	= \$969,210
Less Market Value of the Remainder After Acquisition	= \$960,500
Market Value of Acquisition	= \$ 8,710
Plus Temporary Construction Easement	= \$ -0-
Total	= \$ 8,710
ROUNDED	= \$ 8,800

TABLE OF CONTENTS

Foreword

Letter of Transmittal	I
Certification	II
Summary of Salient & Important Conclusions	III
Table of Contents	IV
Subject Pictures	V

Body of Report

Introduction	1
Purpose, Intended Users, and Use of Appraisal	1
Date of Valuation	1
Identification of the Property	2
Scope of the Appraisal Assignment	2
Assessed Value & Real Property Taxes	5
Appraisal Process	5
Regional Market Analysis.....	7
Area Map	17
Neighborhood Description.....	18
Neighborhood Map.....	21
Site Description.....	22
County Plat Map.....	23
Aerial Map	25
Highest and Best Use Analysis	30
Land Valuation	33
Comparable Sales.....	34
Map Showing Location of Comparable Sales	47
Conclusion	55
Valuation – After Acquisition	56
Summary of Values.....	59

Addendum

1. Life Cycle Zoning
2. Assumptions and Limiting Conditions
3. Qualifications of Appraiser

SUBJECT PHOTOS



Front View looking Southwest from 1700 South



Front View South



Front View looking Southeast



View of Proposed Acquisition Area



View West from Southeast corner of site



View Northwest

SUBJECT PHOTOS



View North



Street View East



Street View West

INTRODUCTION

PURPOSE, USE AND INTENDED USERS OF THE APPRAISAL

The purpose of this appraisal is to form an opinion of the market value of the fee simple interest in a partial acquisition of property that is owned by Seth Alder Farm LLC. The property is located at approximately 200 West 1700 South, Providence, Utah.

As this appraisal assignment involves a partial acquisition, an opinion of the market value of the property as it exists prior to the acquisition will be made. Also, an opinion of the market value of the remainder property after the acquisition will be concluded. The difference between the “before” and “after” values will reflect the market value of the property being acquired.

The “State Rule” will be applied in forming an opinion of the market value of the property. The market value after the acquisition is estimated by subtracting from the “before” value the contributory value of the land and improvements being acquired as they relate to the whole property before acquisition. Also, subtracted are any damages less special benefits caused to the remainder by the severance.

The difference between the property’s market value before the acquisition and the value of the acquisition reflects the market value of the property after the acquisition. *It is noted that “State Rule” only allows special benefits to offset damages; this means that if there are more special benefits than damages, the net difference cannot be used to offset the value of the acquisition land.*

The property (larger parcel) being appraised includes 8.90 acres of raw land. The acquisition area is 3,484 square feet. Currently there are no plans for a temporary construction easement.

The appraisal was requested by Ryan Snow in behalf of Providence City. Intended users of the appraisal are officials with Providence City, and the property owner.

DATE OF VALUATION

I personally inspected the property on June 14, 2023, and this will be the effective date of the appraisal. I have also spoken with the property owner, Kathleen Alder. Ms. Alder was given an opportunity to ask questions and express concerns about the land acquisition and the impact of the acquisition on his property. Also, he was provided information about the appraisal process.

IDENTIFICATION OF THE PROPERTY BEING APPRAISED

Street Address: Approximately 200 West 1700 South, Providence, Utah

Assessor Parcel Number: 02-090-0008

Legal Description: BEG AT A PT 4.63 CH N 87*50' W OF APT 6.18 CH S OF NE COR OF SW/4 OF SE/4 SEC 9 T 11N R 1E N 87*50' W 13.70 CH TO E BANK OF BLACKSMITH FORK RIVER SELY FOL SD RIVER TO A PT S 10*50' W 10.40 CH M OR L TO BEG N 10*50' E 10.40 CH TO BEG LESS 1 AC ON N SIDE TO CACHE CO 8.90 AC B871

MARKET VALUE DEFINED

“Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.”¹

FEE SIMPLE ESTATE DEFINED

Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.²

SCOPE OF THE APPRAISAL

Compliance: It is the intent of this appraisal to comply with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice, the Uniform Relocation Assistance and Real Property Acquisition Act (Federal Uniform Act Section 301 (2)(3)40 CFR 24.103), and with the guidelines of the Utah Department of Transportation.

Extent of Property Inspection: I have made an exterior inspection of the 8.90-acre parcel

¹ Uniform Appraisal Standards for Federal Land Acquisitions, Washington D.C. 2000, Page 13.

² The Dictionary of Real Estate Appraisal, American Institute of Real Estate Appraisers, 430 North Michigan Avenue, Chicago, Illinois, page 123.

prior to the acquisition that is being appraised. No legal descriptions of the partial acquisition were provided but Providence City did provide some sketches that show the general area of the acquisition. City officials report the acquisition area will be 52 feet by 67 feet. The location of the acquisition land may change to the front of the site and at this time the exact location is not known.

Appraisal Methodology: The appraisal considers all applicable valuation approaches and is written in a summary reporting format.

Investigation and Data Collection: I have inspected the subject property and discussed its legal, economic, and physical characteristics with the owner who has also provided information regarding the property.

As part of this appraisal, I have made a reasonably thorough search of the local market. In gathering information and ascertaining the important influences on the subject's value, I have interviewed brokers and agents, landowners, government officials, and others that have knowledge of properties similar to the subject property. I have also sought out helpful information from my own files, from other appraisers, and from Board of Realtor records. I have personally inspected each of the properties used as comparable sales.

Understanding that Utah is a non-disclosure state, information used in this report is as reliable and as complete as practical. Data was personally verified with buyers, sellers, brokers, or other persons deemed reliable unless otherwise noted.

I have not completed any physical studies of the land and assume that it would be possible to develop the land to its highest and best use. Also, I have not made any effort to determine the existence of hazardous materials on the site. I am not qualified to make these types of studies and it is assumed that the land can be developed. However, I observed no contamination or other hazardous materials during my site inspections.

Competency: Per USPAP requirements, I have appraised several similar properties in the market area and am qualified and competent to appraise the subject property. I have also completed several assignments for cities and other entities involving partial acquisitions.

OWNERSHIP HISTORY

The property is vested in the name of Seth Alder Farm, LLC. The abstract indicates the land has been in the Alder name going back several decades.

I have researched the WFRMLS and county abstract and have found no other sales or

listing history other than what has been reported above. The owner has submitted a concept plan for a possible development of the subject along with over 100-acres of land in the neighborhood.

ASSIGNMENT CONDITIONS

Assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Extraordinary Assumptions: This is defined as "an assumption directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions." ³

- 1) The appraisal assumes the size of the large parcel prior to the acquisition is 8.90-acres as indicated by the legal description. The owner is having the land surveyed to determine if the acreage listed on the legal is correct.
- 2) The appraisal assumes a temporary construction easement will not be required and the value of an easement is not provided in the report.

Hypothetical Conditions: A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis."⁴

The following hypothetical conditions are used in the report.

- 1) A hypothetical condition is made that there is no proposed project in the before condition. The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (P.L. 91-646) 42.11(c)(1), under eminent domain for appraisals states, "the appraiser shall disregard any decrease or increase in the fair market value of real property, prior to the date of valuation, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project

³ The Appraisal Foundation, USPAP, 2014-2015 ed., U-3.

⁴ The Appraisal Foundation, USPAP, 2014-2015 ed., U-3.

other than that due to physical deterioration within the reasonable control of the owner.”

- 2) Appraisal is made with a hypothetical condition that the acquisition area will be as described in the report and there will not be a temporary construction easement.

ASSESSED MARKET VALUE & REAL PROPERTY TAXES

The following data represents the assessed value and real property taxes for the subject property in 2022.

Tax Year	Tax I.D. #	Land Value	Improvements	Total	Taxes
2022	02-090-0008	\$445,000	-0-	\$445,000	\$24.73

The assessed value for 2022 is \$445,000 or \$50,000 per acre. The assessed value has been raised significantly for 2023 to \$2,326,410 or \$261,394 per acre which equates to \$6.00 per square foot. While the 2022 assessment is below market, the 2023 is significantly higher than market. The assessor has been aggressively raising values in the past year and many are now above market.

The property is assessed in greenbelt and if developed roll back taxes were estimated as of June 21, 2023, at \$36,96.77. This amount would have to be paid if the property were taken out of greenbelt to be developed.

APPRAISAL PROCESS

The appraisal process involves a thorough inspection of the subject property to determine its productivity, use potential, and marketability. It also involves the gathering, analyzing and correlating of data in the local real estate market to develop a final value estimate.

There are three approaches to value in the appraisal of real property. They are as follows:

1. The Cost Approach is based on the cost of reproducing the building and site improvements, less depreciation occurring from deterioration, design and externalities, plus land value.
2. The Income Approach is based on the capitalization of the net operating income

and/or a discounted cash flow analysis, which equates future cash flows with present value.

3. The Sales Comparison Approach is based on analysis of recent sales of comparable properties in markets analogous to the subject. From these, adjustments are made from the compare sales to the property being appraised.

To form an opinion of the market value of unimproved land before the acquisition, the appraisal will employ the Sales Comparison Approach.

REGIONAL MARKET ANALYSIS

INTRODUCTION

The subject property is located in Cache County, the northernmost county in the state of Utah. Named by early trappers, Cache Valley is surrounded by mountains. It is quite level, about 30 miles long and 10 to 15 miles wide.

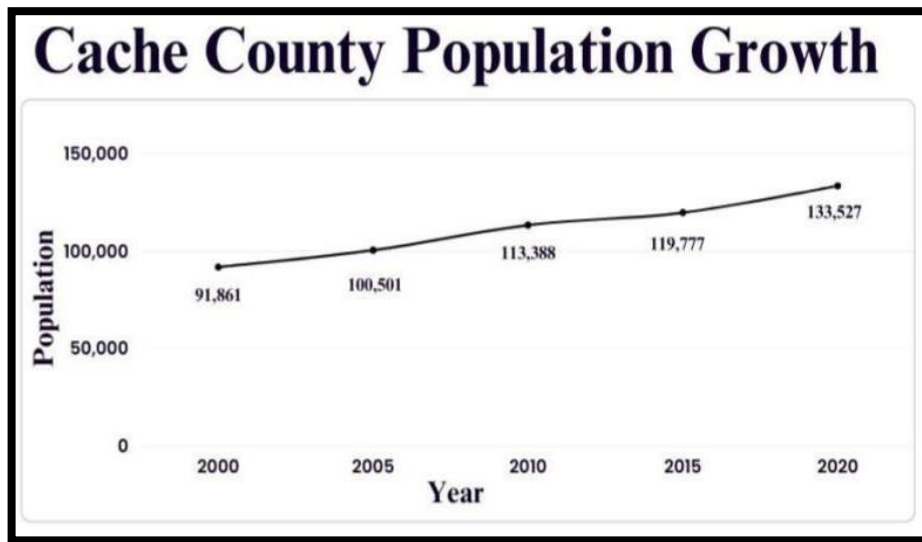
The area has abundant water resources generated from streams from the Wasatch Mountains on the east and south. The Logan River skirts the southern end of Logan. Although the mountains rise abruptly to the east, flood hazards are not serious.

Winters are cold, but typically not severe. The valley is sheltered from the cold Canadian air masses by the Continental Divide and other mountain ranges. The mean low temperature for the month of January is 24°F, while the high is 32.5°F.

Summer usually arrives in the first part of June and consists of warmer and drier weather. Extremes of heat or prolonged hot spells are virtually unknown due to the mountains and the higher altitude. The average daily high temperature in July is 87°F with the nights cooling to 59°F.

POPULATION

The county's population has grown 21.2% between 2010 and 2021, or an average of 1.8% annually. The labor force grew 12.5% between 2010 and 2020, or at an annual compound rate of 1.24%. In the three years prior to the beginning of the pandemic in 2020, the population was growing at a 1.7% rate.



Population in Cache County increased for 10 consecutive years from 2011 to 2021. The following table compares the growth rate percentages in Cache County to the rates overall in the state of Utah. The largest increase in population in both the county and the state occurred in 2020.

Population Growth Rates

Year	Cache County	Utah
2011	+1.2%	+1.4%
2012	+1%	+1.4%
2013	+1%	+1.6%
2014	+0.8%	+1.4%
2015	+1.5%	+1.5%
2016	+2.1%	+2%
2017	+1.7%	+1.9%
2018	+1.7%	+1.7%
2019	+1.4%	+1.5%
2020	+4.1%	+2.4%
2021	+2.9%	+1.7%

Source: USA Facts

REAL ESTATE TRENDS

Until 2008, land values for commercial property had been increasing at rates between 7% and 15% yearly but prices being paid for improved commercial properties remained more stable. Low interest rates and continued population growth assisted the single-family housing market after the recession. Land values again started increasing at a slower rate of 2% to 3% per year between 2017 and 2020 before experiencing strong 5% to 10% growth in 2021 and 2022.

Conditions stabilized in early 2022 as the federal reserve began raising interest rates to cool the economy and real estate appreciation. This has had the desired effect as there were fewer sales in 2022 and prices have stabilized for land and dropped for most types of commercial and residential property.

This has also helped slow new building of residential units in 2022 as the number of new units has slowed. However, new permits for commercial building exploded in 2022 and more than doubled previous annual construction.

The following table summarizes the county's construction industry since 1999.

New Construction in Cache County							
Year	# Total Living Units	# Single Family Units	# Mobile Homes / Cabins	# Two Family Units	# of Apartment / TwnHse / Condo Units	% Single Family	\$ of non-resident / (\$1,000)
1999	735	626	57	14	38	85%	\$32,963.30
2000	692	485	61	8	138	70%	\$37,245.20
2001	774	438	26	6	304	70%	\$36,283.40
2002	614	528	35	6	45	86%	\$34,921.10
2003	831	618	41	48	124	74%	\$42,581.20
2004	1,284	719	30	38	497	56%	\$37,001.50
2005	1,008	738	18	4	248	73%	\$32,583.80
2006	899	698	7	2	182	78%	\$38,934.90
2007	910	664	14	64	168	73%	\$64,048.90
2008	523	338	6	66	113	64%	\$30,387.90
2009	497	357	9	56	75	72%	\$17,107.50
2010	638	324	10	2	302	51%	\$25,424.50
2011	403	203	8	2	188	50%	\$37,200.60
2012	539	254	12	44	229	47%	\$37,770.00
2013	480	330	4	4	142	69%	\$27,885.30
2014	597	301	14	0	280	50%	\$62,093.20
2015	575	370	20	0	185	64%	\$58,089.60
2016	635	443	13	0	133	69%	\$33,163.20
2017	1,097	485	27	2	583	44%	\$65,580.87
2018	832	522	13	4	292	63%	\$63,743.81
2019	1,189	574	26	2	582	48%	\$147,864.62
2020	1,490	601	23	8	848	40%	\$64,363.60
2021	1,092	684	11	0	397	63%	\$128,582.82
2022	966	537	8	4	415	56%	\$330,258.71
Statistic from Utah Construction Report from the Bureau of Economic and Business Research at University of Utah							

Residential Trends: Review of the table reflects the numbers of new residential building permits in Cache County since 1999.

The number of new living units in the 2010's was 6,985 or an average of 698.5 per year. Of those, 3,806 were single-family homes representing 54.5% of total units built. By comparison, in the 2000's there were 8,032 units built of which 5,583 were single-family homes or 69.5%.

Total units built in the 2010's was 13% lower compared to the previous decade. While there was little growth in the early part of the 2010's, growth was stronger over the latter half of the decade. The lower number of total units built in the 2010's has resulted in a significant undersupply of housing in the market. This has caused prices to increase significantly over the last few years with builders and developers scrambling to find land and get more residential units on the market. In 2020 there was 1,490 new units built. This number dropped in 2021 to 1,092 mostly because there were fewer large apartments or townhouse developments completed compared to previous years. The number dropped again in 2022 to 966 which may have been a result of higher interest rates cooling demand.

Many forecasters believe there has been a fundamental change as more people desire to live in upscale apartments or purchase townhomes/condos rather than single family detached housing. This is partially because higher density housing is more affordable as housing affordability has become an issue in the market. Also, many buyers do not want the hassle of taking care of a yard or owning property that may be difficult to sell quickly.

While total units were down 13% in the last decade, single-family detached housing dropped 32%. Nationally it has been reported that total single-family home construction was 6.8 million in the 2010's. Single-family starts ranged from 9.3 million to 12.3 million between the 1960's and 2000's. The drop from 12.3 million in the 2000s to 6.8 million is 45%.

New housing demand can be estimated based on projections on population growth. If the county returns to its historic growth rate of 2.0% to 2.75% yearly and allows a current population projection of 128,000 people, it is probable there will be demand for 825 to 1,135 new housing units each year. This is based on an average occupancy of 3.1 people per unit. The last six years (2017-2022) have averaged 1,111 new units which should keep pace with the 2.0% to 2.75% historic population growth. However, based on the current shortage of housing units, the county population might be growing at a faster pace than the 2% to 2.75% projections. Local brokers are reporting many buyers are coming from out of state and it appears there is a net in migration

in Cache County which is causing demand to continue and outpace supply.

Commercial: Commercial demand remained strong in 2017-2018 between \$63 and \$65 million before experiencing a significant jump to 147.9 million in 2019. In 2020 total construction pulled back to \$64 million. However, 2021 was once again stronger at \$128 million.

Commercial growth jumped to a record high of over \$330 million in 2022, more than doubling the previous record of 2019. By far the highest number of permits was in the industrial/warehouse sector. There were 31 permits for new industrial buildings in 2022 with a total commercial value of \$143 million.

The 2nd largest category was hospital and institutional permits accounting for over \$78 million in one project. Next largest was the retail and restaurant sector which accounted for over 36 million. Public buildings accounted for over 28 million in commercial values and new office permits were over 12 million.

The office and industrial-warehouse market are responsible for much of the growth increases prior to 2022. Going forward there may be less demand for office space as more people are working from home from 2020 and this might be a fundamental change to the office market. Some of the new office space started in 2019 and finished in 2020 has been slower to absorb.

Retail properties remained stronger during the recession but over the last 5 years vacancies have increased especially in larger “big box” type stores. Vacancy rates are in the 10% to 15% range and there has not been development of new larger retail space in several years.

The market for light manufacturing/industrial property during the recession remained stronger throughout the populated areas of Utah and in Cache County. Over the last several years this sector has continued to experience rapid growth as demand has been strong. With the recent increase in supply in the industrial sector, it remains to be seen if demand will be able to keep up with supply. As of April 2023, there are several larger industrial buildings under construction and available for lease. Considering the number of new starts in 2022 there is a likelihood this sector will experience higher vacancies.

EMPLOYMENT

The unemployment rate in Cache County at the end of 2020 was 2.3%. It peaked at 5.8% in April 2020 due to the COVID-19 shutdowns but recovered to 2.7% by September 2020 and has remained steady since. The table illustrates how the county's unemployment rate has varied biannually over the last five years.

Cache County Unemployment Rate

<i>Month / Year</i>	Rate
<i>04/2018</i>	2.4%
<i>10/2018</i>	2.2%
<i>04/2019</i>	2.1%
<i>10/2019</i>	1.7%
<i>04/2020</i>	5.8%
<i>10/2020</i>	2.3%
<i>04/2021</i>	2.1%
<i>10/2021</i>	1.7%
<i>04/2022</i>	1.8%
<i>10/2022</i>	1.9%
<i>04/2023</i>	1.9%

Source: U.S. Bureau of Labor Statistics

Gross sales have increased 7.5% on a yearly compound average between 2018 and 2021. As no major retailers opened in the county at this time, this increase seems to follow a normal pattern for the area. However, wage levels in the county are lower than other populated counties in the state. The following table compares the per capita income of Cache County to other populated counties along the Wasatch Front.

County	2021 Per Capita Income
Cache	\$29,609
Weber	\$34,037
Davis	\$38,879
Salt Lake	\$37,829
Utah	\$32,695
Source: U.S. Bureau of Economic Analysis	

The lower rate of per capita income can be explained, in part, by the large number of university students which live year-round in Cache County and are involved with part-time employment. Utah County, which has large student populations at BYU and UVU, also has significantly lower per capital income levels due to the influence of college students who have only minimal earnings during their college years. Income levels in the county are lower than counties along the more populous Wasatch Front but have been increasing faster than the inflation rate.

The county's economic base is centered in agriculture and agricultural supporting industries. Utah State University is the largest single employer with between 7,000 and 9,999 employed annually and 21,961 students attending the Logan campus in Fall 2022.

Other large employers in the county are:

LARGE EMPLOYERS IN CACHE COUNTY	
Business	Number of Annual Average Employment
Utah State University	7,000-9,999
Icon Health & Fitness	3,000-3,999
Cache School District	2,000-2,999
Conservice	1,000-1,999
Intermountain Health Care	1,000-1,999
Invitrogen Corporation	1,000-1,999
Swift Beef Company	1,000-1,999
Wal-Mart Associates	1,000-1,999
Schreiber Foods	1,000-1,999
Space Dynamics Laboratory	1,000-1,999
Source: Department of Workforce Services	

OUT OF COUNTY EMPLOYMENT

Over 10 percent of the income received by Cache County area residents is derived from employment with non-area employers. The leading out-of-area employers are in Box Elder and Weber Counties. Located in Box Elder County are Nucor Steel Corporation, Thiokol, Autoliv, La-Z-Boy Chair, Inc., and several steel fabricators. In Weber County there are numerous industrial and governmental employers including Hill Air Force Base, one of the state's largest employers.

HIGHER EDUCATION

Utah State University's campus is located in Logan City, one mile east of the main business district. The University is the center of cultural and community life in the county. The University employs 903 full time faculty members, 124 executive administrators, 1,649 full-time support staff members, and additional part-time non-contract employees, mainly students.

Student enrollment at the Logan campus for fall semester 2022 was 21,961. The student has fluctuated due to the remaining influence of the Covid-19 Pandemic. More students chose to enroll from their hometowns rather than attend the Logan campus when the outbreak began in 2020. As time goes on, it is becoming more possible and convenient to take classes online from anywhere in the world whilst still being enrolled with the Logan campus. Student living is still

prominent in Cache Valley as Utah State's overall enrollment increases, but as the university continues to make technological advances, the population numbers continue to vary. Utah State reported that factors such as the Aggies First Scholars program, inclusion efforts, the draw of a residential campus experiences, and alumni support will continue to increase enrollment numbers.

BANKING

The commercial banks within the area are Cache Valley Bank, Key Bank, Wells Fargo, Zion's First National Bank, Lewiston State Bank, and Bank of Utah. Washington Federal and Washington Mutual are larger thrifts and the Golden West Credit Union, Mountain American, Deseret Federal, and American First Credit Union are the major credit unions in the county.

SERVICE AND TRADE

The Logan City market area provides medical, dental, accounting, legal, and other such services for surrounding areas. As an example, Logan Regional Hospital is a general acute-care hospital with 148 beds. It is owned by Intermountain Health Care, Inc., and is located in the northeast part of the city. Northeast Box Elder County, Southeast Idaho, and Southwest Wyoming come into Cache County for much of their shopping and employment opportunities.

TRANSPORTATION

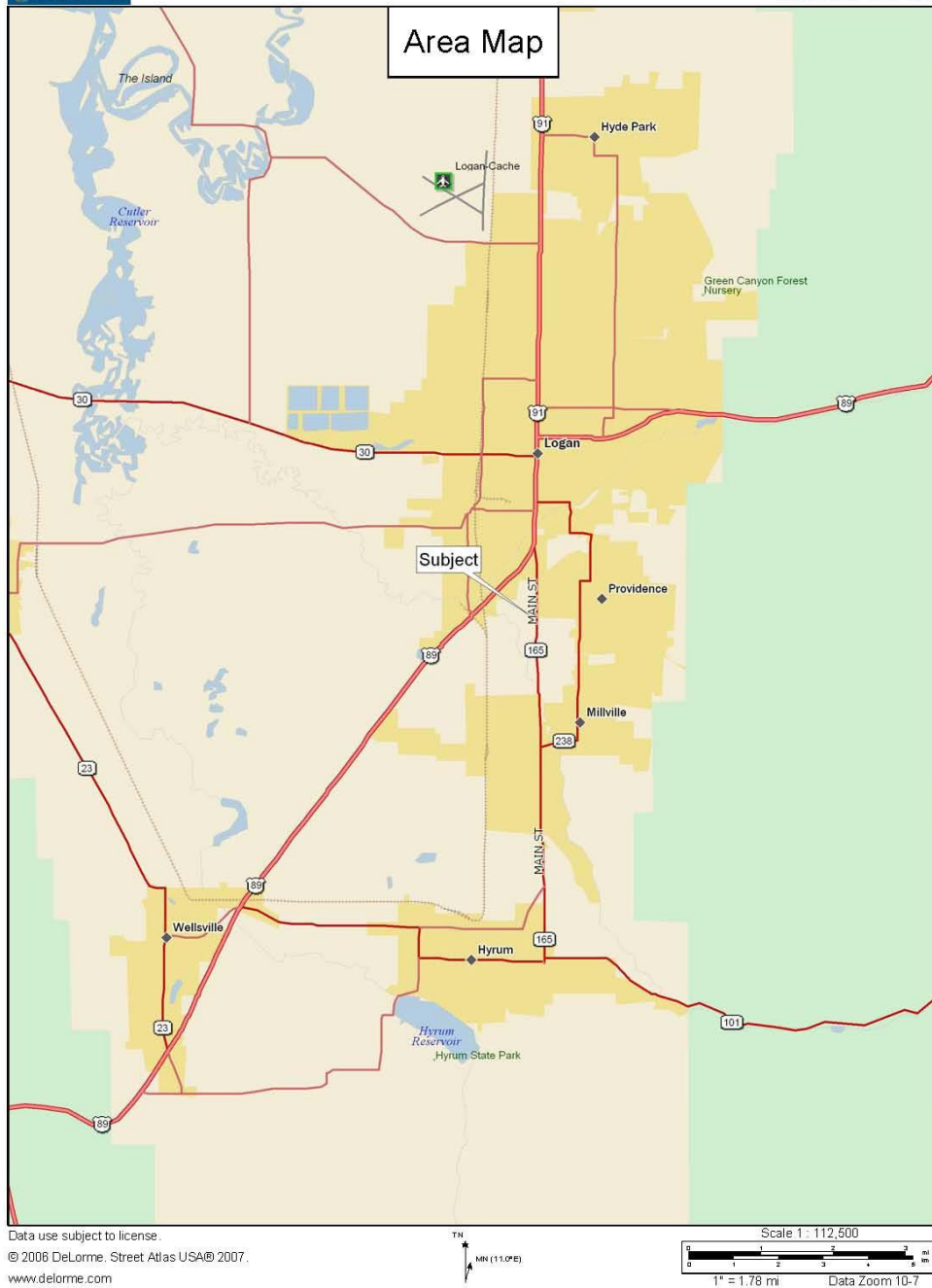
U.S. Highway 89 and U.S. Highway 91 connect the area with its neighboring communities. State Highway 30 also connects the county with northern Box Elder County and Southern Idaho. There are three major freight carriers and daily Union Pacific rail services to the area. Currently, there is no regular air service into the county.

RECREATION

Logan City and the local school districts jointly operate a community recreation facility which includes a gym alongside basketball, tennis, racquetball, and pickleball courts. There are two 18-hole golf courses located in Logan, and a well-established 18-hole golf course in Smithfield additionally. Utah State University and the five local high schools also offer the community ample opportunities to attend various sporting events. Other recreation includes

performances at the Ellen Eccles Theater, local bowling alleys and entertainment centers, outdoor events at the American West Heritage Center, the Logan Aquatic Center swimming pool, and summer events at the Logan Fairgrounds.

The Beaver Mountain Ski Resort is twenty-seven miles east of Logan City in the Cache National Forest. The resort has a day lodge, three triple chair lifts, one double chair lift, two surface conveyors and 48 maintained runs. The mountains of the Cache National Forest adjoining the city are excellent for hunting, fishing, hiking, and camping. Two nearby bodies of water (Bear Lake and Hyrum Reservoir) offer facilities for fishing, boating, swimming, and water skiing.



CITY & NEIGHBORHOOD DESCRIPTION

Jurisdiction & Proximity: The subject property is located at the southwest end of Providence City and was recently annexed into the city as it had previously been under Cache County jurisdiction. The annexation included several land parcels on the west side of Highway 165.

Prior to the annexation, city boundaries were between Highway 165 on the west to the foothills of the east mountain bench or approximately 1000 East on the east. North and south city boundaries are between 400-500 North and between 600-1000 South. The annexation extends along 1700 South (300 South in Providence) west from Highway 165 approximately four blocks.

Providence borders both Logan City and River Heights City on the north, Logan on the west, and Millville City to the south. Logan City is the county capital and largest city with nearly 50,000 people. Most commercial services, shopping, hospitals, and other services are found in Logan City.

Providence is primarily a residential community with 8,286 people estimated in 2020. The city had a yearly growth rate of 4.84% between 2000-2010 which was stronger than most communities in Cache County. However, growth in the 2010's dropped to 1.7% per year. This was primarily caused by the real estate market crash at the beginning of the decade with few new units being built between 2010 and 2016. Over the last 3-4 years there has been significant high-density growth near the subject after the completion of Gateway Drive along with stronger demand for higher priced homes on the bench which has fueled growth.

The community was founded in the mid 1800's. Its east bench has many of the highest priced residences in Cache County while the city's historic center has a broader price range with newer and older houses of varying price ranges located within the same block. There is a small commercial area in downtown Providence which includes a bed and breakfast inn, the city offices, an office building located in a remodeled grocery store, an automotive garage, and a light manufacturing-office building.

There is also a newer commercial area located at the northwest corner of the city a few blocks north of the subject. As Logan's commercial development has grown south it has created demand for commercial development along the north and west sides of Providence which borders Logan's south side. There has been significant commercial growth in this area over the last 15 years including retail and office space, a movie theater, and some large-scale apartment

and condo developments. In addition, a 75,000 square foot supermarket was finished approximately 15 years ago that includes an additional 20,000-30,000 square feet of in-line shopping space. This development included several outparcels which have been developed over the last few years with a car wash, bank, and several restaurants.

Neighborhood Boundaries: The subject is located at the southwest end of Providence City. Neighborhood boundaries are identified as follows:

North Boundary	100 North Street (1200 S in Logan)
South Boundary	300 South Street (1700 S in Logan)
East Boundary	Highway 165
West Boundary	Highway 89/91

Neighborhood Land Use: As noted, in 2021 the subject neighborhood was annexed into Providence City. This was known as the Alder Annexation and includes parcels on all four sides of the subject on both sides of 1700 South and west of Highway 165. The annexation included 85.71 acres of land.

There are concept plans in place to develop all this land with multiple uses including a baseball park for a potential minor league team, commercial, retail, and high density residential.

All of the land northwest of the subject between 1700 South and 1200 South is undeveloped and includes nearly 40 acres of land.

Directly north of the subject is a PUD of attached townhomes known as Blackhawk. This project includes 348 units and was built primarily in the mid 1990's. The project features 1,190 square foot units with 1-car garages. It has been well maintained and prices are currently in the \$265,000 price range.

Directly west of the subject is an industrial development on the south side of 1700 South that includes seven buildings as part of the Thompson Industrial subdivision. Zollinger Cold Storage owns all the industrial/warehouse building west of Thompsons which has several hundred thousand square feet of cold and dry storage space and was annexed into Millville City several years ago.

Land south and east of the subject is primarily undeveloped and is not located inside Providence City. As development continues south of Logan, these parcels will slowly be

developed and the area is projected to experience significant growth over the next 10-20 years.

Conclusion: The location at the southwest end of Providence City is primarily undeveloped west of Highway 165. When sewer is made available to the area, there will likely be significant growth considering the availability of land and proximity to highways and larger residential neighborhoods.

Providence has experienced significant growth a few blocks east of the subject of high-density townhouse, condo, and apartment developments. Cities south of Providence including Nibley and Hyrum have been the fastest growing communities in the Cache County market which has also increased demand for commercial use at the south end of the market around the subject.

SITE DESCRIPTION

ORIENTATION

The site has frontage on the south side of 1700 South Street and the approximate address is 200 West 1700 South. It is noted that because of the annexation, this street may eventually be referred to as 300 South as this would be the correct street address for Providence. Historically this street is referred to as 1700 South as that is the street address in Cache County. Prior to annexation it was part of Cache County.

The county plat map and aerial maps on the following pages illustrate the size, dimensions, and location of the parcel.

SIZE & SHAPE

Before Acquisition: The total size of the site before the acquisition is 8.90 acres or approximately 387,684 square feet.

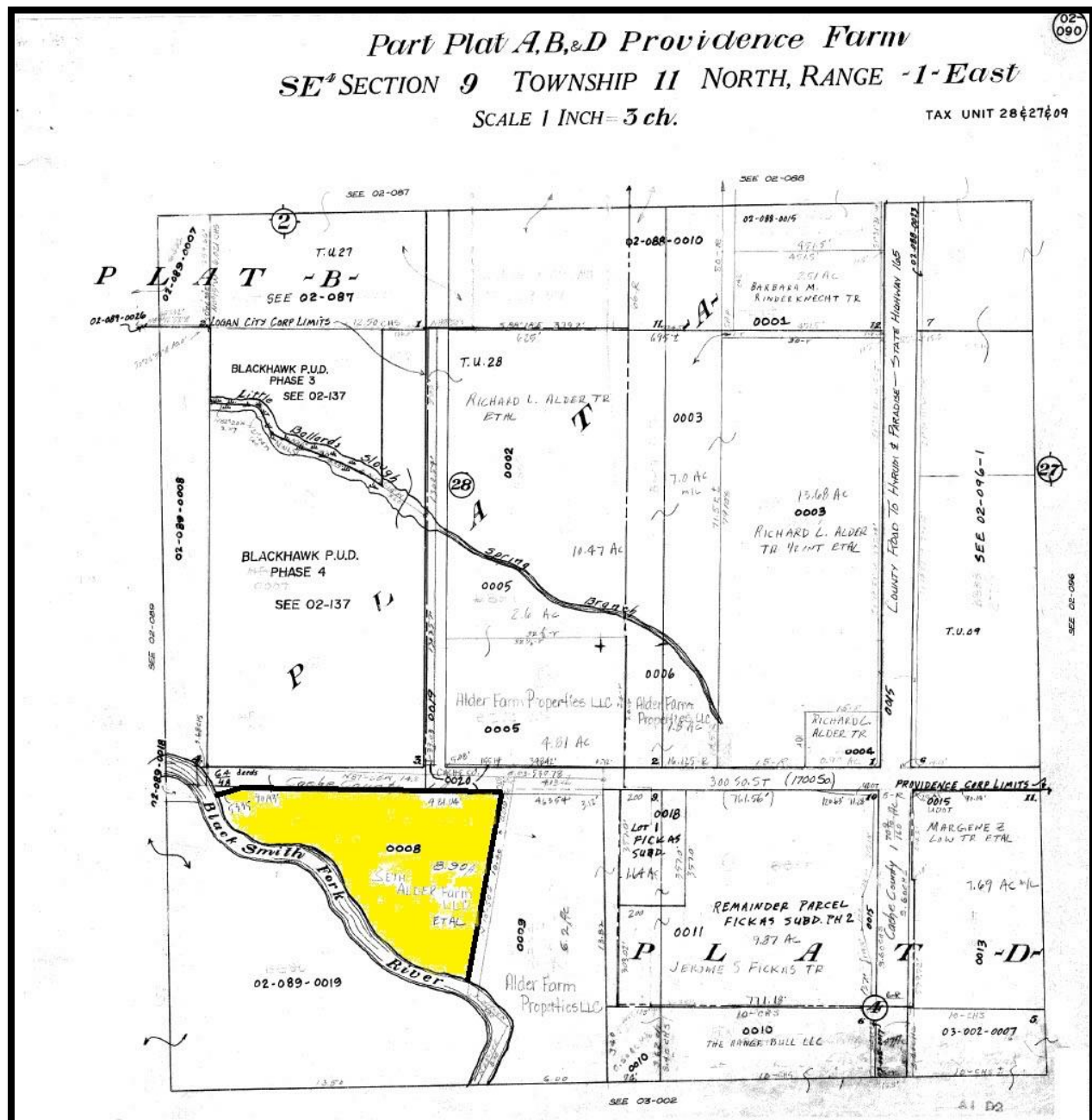
The property has an irregular shape as it borders the Black Smith Fork River on the south and west sides. The river runs in a northwesterly direction forming the subject's property line. As such, the site is significantly wider along the 1700 South frontage.

The legal description indicates frontage of 13.70 chains or 904.2 feet and a depth on the east side of 10.40 chains or 686.4 feet.

After Acquisition: The client has estimated the size of the pad site they would like to obtain as having dimensions of 52 feet of width and 67 feet of depth for a total size of 3,484 square feet. The city manager reports the size could change slightly but this is currently what they are proposing to buy and what will be included in the appraisal.

After the acquisition, the property size will be reduced by 3,484 square feet (0.08 acres). The total size of the subject after the acquisition will be 8.82 acres or approximately 384,200 square feet.

PLAT MAP-PRIOR TO ACQUISITION



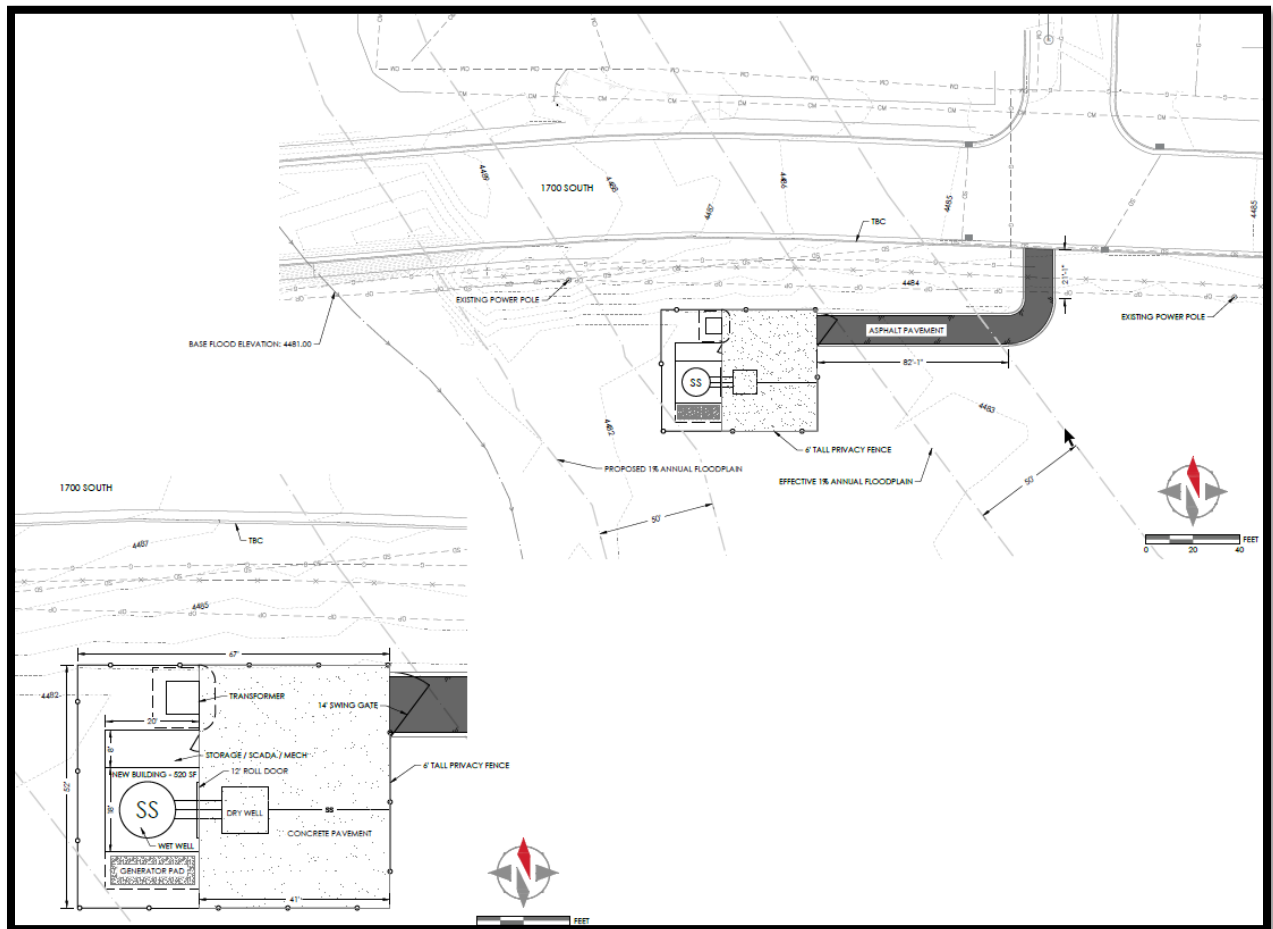
ACCESS

Before Acquisition: The subject has access from 1700 South (300 South based on Providence roads). There is significant frontage on 1700 South estimated on the legal description as 13.70 chains or 904.2 feet.

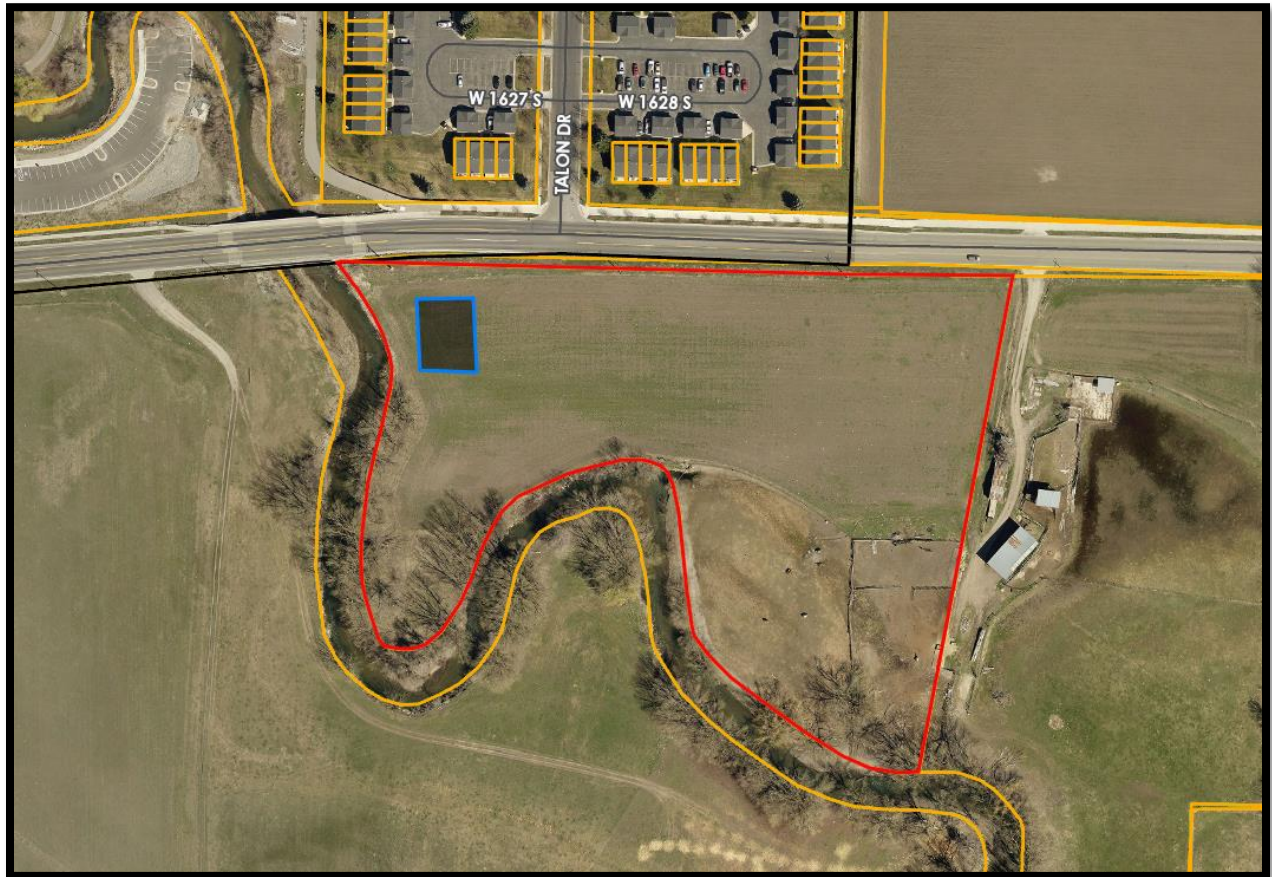
After Acquisition: The exact location of the acquisition area may change. An exhibit provided by the client shows it will be located over 20 feet south of 1700 South. Assuming the location is as identified on this sketch, the total frontage after the acquisition will not change.

The exhibit is provided below.

LIFT STATION EXHIBIT



PROPOSED ACQUISITION AREA INDICATED IN BLUE



TOPOGRAPHY, DRAINAGE & SOILS

Before Acquisition: No soils study has been provided. The land is relatively level with gently sloping downwards from the street towards the river.

About 65% of land is tilled and used for crops; the remainder is lower lying and borders the river with potential flooding.

At the time of my inspection in June 2023 there was no water on the site; however, a portion of the site had flooded in May 2023 when the water from the river was higher. This is the first time there has been flooding since 2011.

Drainage appears to be adequate and based on surrounding buildings in the neighborhood it appears the site has adequate load bearing capacity.

After Acquisition: The site's topography and drainage will not change after the acquisition. There will be no perpetual easements for slopes around the acquisition.

STREET IMPROVEMENTS

Before Acquisition: 1700 South is a two-lane paved road with a center turn lane. The street has curbing on both sides and sidewalk on the north side of the street.

The street has a paved road width of 40 feet and a public right-of-way of 66-feet. The street was rebuilt approximately 7-8 years ago and is in good condition. There are traffic lights at the intersections with Highway 165 and Highway 89/91.

After Acquisition: There will be no changes after the acquisition. There will be a curb cut for access from the street to the land.

UTILITIES

Before Acquisition: There is culinary water in the street but no sewer. Electricity and natural gas are also near and should be accessible.

Providence City reports the nearest access to sewer in the city is on the east side of Highway 165 approximately two blocks east of the subject. Sewer would be closer across the street north of the subject in Blackhawk or a block west inside Logan City. However, it is not possible to connect to these sewer lines as they flow to lift stations that are reportedly at capacity.

After Acquisition: The purpose of the acquisition is to build a lift station on the site. This will make it possible to pump sewer to the east from the station where it can connect to the sewer line in Highway 165. City officials report sewer will flow north in Highway 165 to 1200 South where it will then flow to the west. Providence will have to replace the 12-inch line in 1200 South with a 24-inch line to handle the increased sewage that will come from development in the subject's neighborhood.

The lift station and future sewer line work that will be completed will give the subject access to sewer.

ZONING

Before Acquisition: The land was recently annexed into Providence City and is currently zoned Life Cycle. Life Cycle is a newer zoning in Providence that was established a few years ago. This is a residential zoning that allows a mixture of uses types such as townhomes/ apartments, smaller single-family lots and larger single family estate lots.

The zone will not allow any of the above types to represent more than 50% of the total mix in the development. This would ensure that land was not developed with a larger portion of

high-density units and limited lower density uses. The zoning density is between 4 and 12 dwelling units per acre.

The city considers the Life Cycle zone to be for master planned communities with a mix of single and multi-family structures that blend in with surrounding neighborhoods and include open space, park space, and walking paths. The purpose of this zone is to provide housing for different buying segments from those starting families needing affordable townhouse or smaller detached homes up to housing for seniors that are retired or near retirement age.

There is only one development that has been approved inside this zone located at the northeast corner of the city known as the Vineyard. The first phase was developed with a mixture of townhomes, condos, and detached single-family. However, it was unpopular in the city and phase 2 which had not been annexed into Providence when phase 1 was developed ended up being annexed into the city as R-1-6 which allows only single-family homes on 6,000 SF minimum lots. This was done after the citizens voted against allowing phase 2 to be developed under the Life Cycle zone.

The only other area where the life cycle zoning exists in Providence includes the subject parcel and adjoining land to the east, west, and north. The total land areas inside the zone in the neighborhood include 51.17 acres.

The city administrator, Ryan Snow, believes when the subject and surrounding land is developed there is a good chance it will be rezoned to commercial or mixed-use which allows both residential and commercial based on the location and surrounding land uses.

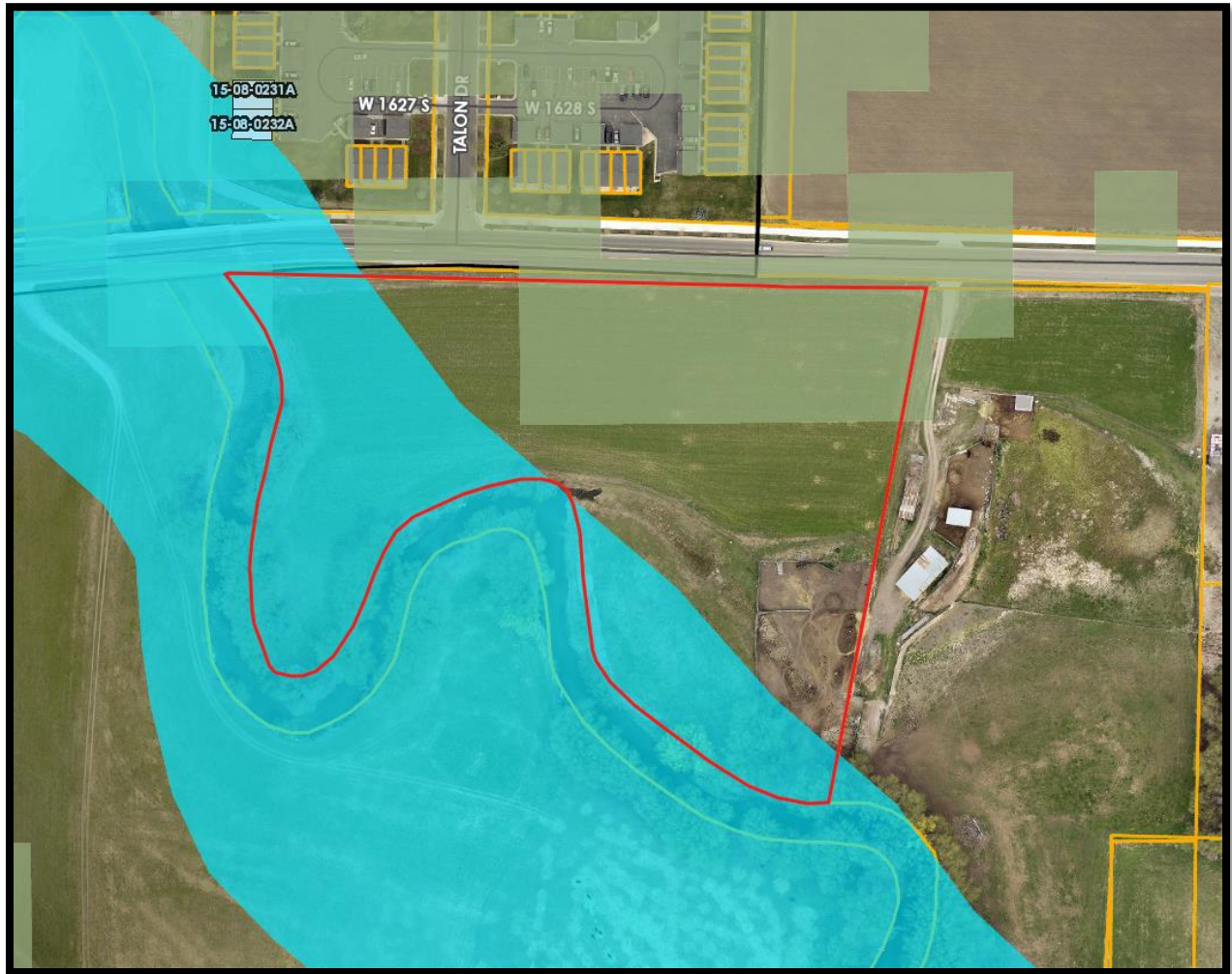
After Acquisition: There will be no change in the zoning ordinance after the acquisition.

FLOOD ZONE

Flood maps indicate approximately three acres of the subject property is inside a flood zone. The flood zone areas are along the areas bordering the Blacksmith Fork River.

The FEMA flood map number is 49005C0379D and is dated May 9, 2023. An aerial map outlying the areas inside the flood zone are provided on the following page.

FLOOD MAP



EASEMENTS

Before Acquisition: No adverse rights-of-way or easements were noted at the site nor observable from the county plat map.

After Acquisition – Perpetual Easement: The acquisition will not include any perpetual easements for slopes or utilities. The exact location of the acquisition is still being determined but the city does not believe any perpetual easements will be required. However, if the layout and road are as shown on the sketch provided, a right-of-way will need to be established to allow access to the lift station from 1700 South.

After Acquisition – Temporary Construction Easements: The city may require a temporary construction easement to facilitate building the lift station and perhaps a road to access the lift station. At this time, they are not sure where the lift station will be located. If it is

moved to the front of the site which has been proposed, they may not need a construction easement as there will be access from the street and the improvements can be completed within the acquisition area.

If the station is located where the exhibit on the previous page indicates, a construction easement will be necessary to build an access to the acquisition area.

SITE IMPROVEMENTS

Before Acquisition: The site is undeveloped and there are no improvements such as landscaping or fences on the property.

After Acquisition: There will be no changes after the acquisition.

ADJACENT LAND USES

North: Blackhawk Townhomes

West: Vacant Land

South: Vacant Land

East: Vacant Land

SUMMARY

The site has adequate size, location appeal, and utility to allow residential or commercial development. There is adequate road frontage and there will eventually be access to all utilities. While some of the land is inside a flood zone, the location bordering the Blacksmith Fork River would provide attractive views and settings for residential development along the river.

HIGHEST & BEST USE ANALYSIS

INTRODUCTION

It is the use of real estate which creates its value, and the highest and best use section of the appraisal analyzes and determines the most profitable use for the real estate being appraised.

DEFINITION OF HIGHEST & BEST USE

"The reasonably probable and legal use of vacant land of an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."⁵

In estimating Highest and Best Use, there are essentially four stages of analysis.

1. Permissible Use (legal) - what uses are permitted by zoning and deed restrictions on the site.
2. Possible Use - to what legal uses is it physically possible to put the site in question.
3. Feasible Use - which possible and permissible uses will produce any net return to the owner of the site.
4. Highest and Best Use - among the feasible uses, which use will produce the highest net return or the highest present worth.

BEFORE ACQUISITION

Legally Permissible: The site is zoned Life Cycle by Providence City. This is a residential zone that will allow a mixture of housing types from townhomes/apartments to larger estate lots. The zoning will not allow more than 50% of the total dwelling units in the project to be of any one housing type. Total density is between 4 and 12 units per acre.

Physically Possible: Cache County Recorder indicates the subject has a total site area of 8.90 acres. The property has a somewhat irregular shape as it borders the Blacksmith Fork River

⁵ The Appraisal of Real Estate, Appraisal Institute, Tenth Edition, 875 North Michigan Avenue, Chicago, Illinois, page 275.

which forms the properties south and west property lines and extends in a northwesterly direction.

The site has some physical limitations with approximately 3-acres located in a flood zone. Though inside a flood zone, the river frontage provides attractive views and settings especially for higher priced housing. Buyers often pay a premium for river frontage if the flood risks can be mitigated.

The land is relatively level and other than the flood zone and irregular shape has no physical limitations.

Financially Feasible Uses: It would be financially feasible to leave the parcel undeveloped in agriculture or develop with the highest density residential use currently allowed by zoning.

While there is strong demand for residential development, the lack of sewer at the present time limits the feasibility of development as costs will be greater to provide sewer to the land. While costs are higher for development which lowers the “as is” value of the land, if surrounding property owners shared in the costs of getting sewer to Highway 165, the feasibility of residential development would increase.

Highest and Best Use: The location was recently annexed into Providence City under the Life Cycle zone which allows 4 to 12 residential units per acre and a mix of housing types. The location is surrounded by vacant land, industrial, commercial, and higher density residential all within a few blocks. While annexed as Life Cycle, there is some possibility the land could be rezoned for a mixed use of commercial and high density residential or remain under the current zone and be developed with a mixture of housing types.

There is a master plan to develop approximately 200-acres in the neighborhood with a mixture of commercial and residential uses including plans for a larger baseball stadium. While this is all preliminary and not approved, the area will likely experience considerable growth in the next decade and there may be some changes in zoning as most of this land was recently annexed into Providence from Cache County.

Once sewer is accessible to properties in the neighborhood development will follow shortly. Until the sewer is complete, the highest and best use for the subject is to remain in agriculture.

Once utilities are provided, a development under the Life Cycle zone or a rezone to allow

commercial along the frontage with residential at the back of the site are considered the highest and best use for the site. Considering growth in the Providence area along with considerable growth in nearby Nibley and Hyrum, which primarily rely on services in Providence and Logan, commercial demand will continue to be strong. There also remains a shortage of all types of housing allowing residential demand for the site to also be strong.

AFTER ACQUISITION

The acquisition by Providence is minimal and will not limit or prohibit development. The city reports they are wanting to acquire only a small portion of land even if they will require a right-of-way over the remainder parcel to allow the property owner as much remainder land as possible to not limit total housing density.

The highest and best use will not change after the acquisition.

LAND VALUATION

The valuation of the subject land is made on the basis of its highest and best use as previously concluded. The most reliable approach toward a separate valuation of the land is a comparison with similar parcels that have recently sold in the open market. A market data search and investigation has been made concerning recent land sales having development potential similar to the subject.

The subject has a unique Life Cycle zone which is a newer zone found only in the subject's neighborhood of recently annexed parcels. There is only one other parcel in all of Cache County that has a similar zone located at the northeast end of the city. The city believes there is a chance the zoning may change to a mixed-use which would allow a mixture of commercial and residential. As such, the appraisal will include a mixture of residential, commercial, and mixed-use sales.

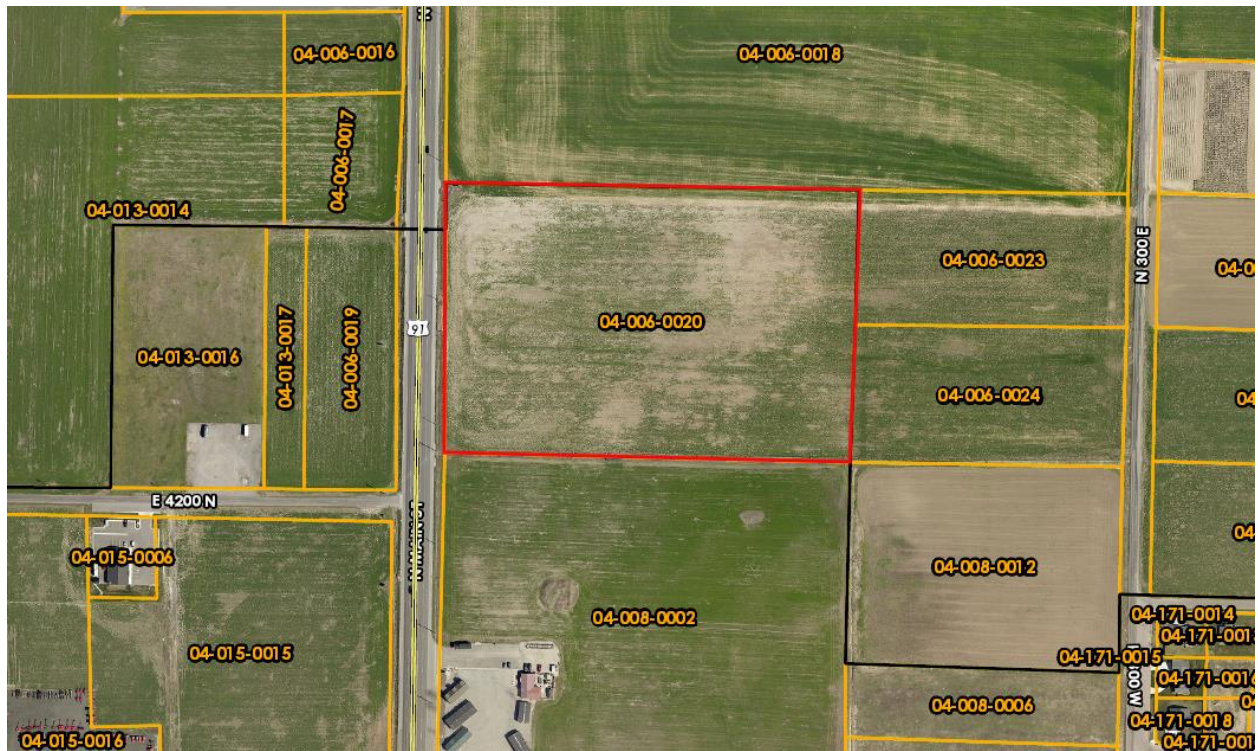
An attempt was made to use sales that were purchased for future development but do not have utilities currently available to provide better support for the subject's value.

The results of this search are outlined on the following pages.

LAND COMPARABLE SALE #1

Seller	Bonnie Jo Erickson
Buyer	RCNC Properties, LLC, Richard Geertsen
Confirmation	Trevor Kyle - Broker
Location	4250 North Highway 91, Hyde Park
Assessor Parcel Number	04-006-0020
Size/physical	15.55 Acres; Rectangular shape with 660' of frontage on Highway 91
Zoning	Commercial by Hyde Park
Utilities	Utilities are located one block south in Highway 91
Date of Sale	July 22, 2020
Price/terms	\$1,035,000 / cash to seller
Price/acre	\$66,559
Price/SF	\$1.53
Comments	This property had been on the market over 1-year prior to selling with an original asking price of \$1,249,000. It was also listed between December 2016 and January 2019 for between \$1,299,000 and \$1,499,000. Property is located at north edge of Hyde Park with 660' of highway frontage.

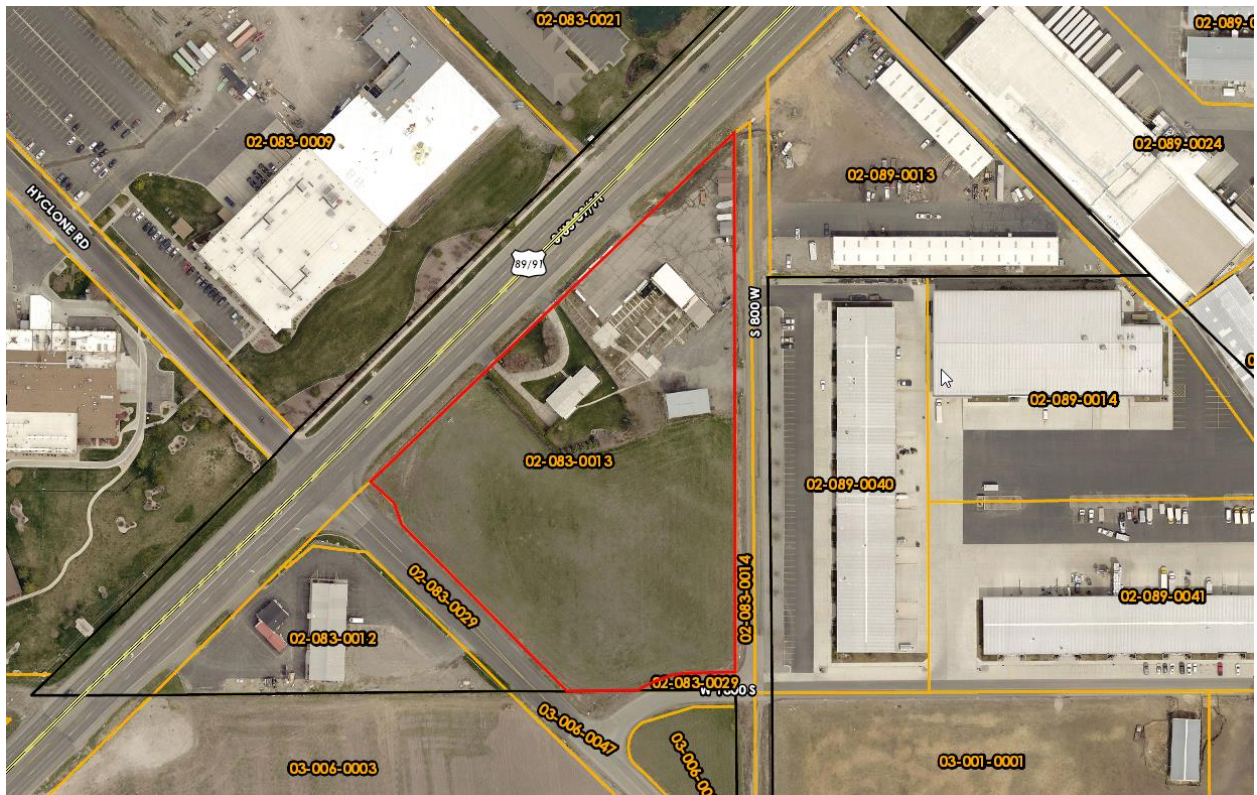
Comp 1



LAND COMPARABLE SALE #2

Seller	Mada H. Liechty
Buyer	South Logan Partners LLC/Ethan Poppleton & Jay Anderson
Confirmation	Seller – Clinton Liechty by Dustin Singleton
Location	1720 South Highway 89-91, Logan, UT
Assessor Parcel Number	02-083-0013
Zoning	Commercial by Cache County
Size	5.63 Acres; corner parcel with frontage on Highway 89-91, 800 West & 1800 South
Accessibility	Highway 89-91, 1800 South, 600 West
Utilities	Water available in Highway, Sewer 445 feet away
Intended Use	Commercial
Date of Sale	November 3, 2021
Price/Terms	\$1,620,000 / Cash to Seller
Price/SF	\$6.61
Price/Acre	\$287,744
Comments	<p>This is the sale of 5.63-acres located on the east side of Highway 89/91. Site has been developed with an older single-family home and smaller commercial building leased to Sprinkler Store. Purchase price was based on land value and buyer intends to remove buildings from site. After purchase buyer was able to annex land into Logan City and is now zoned Commercial. Culinary water is available in the highway in front of the property. Sewer is approximately 445' from south corner of site. City officials report sewer is 18' to 20' deep and it should be possible to gravity flow from the site. Property was sold by owner's son who reported price started higher, but owner was anxious to sell, and they agreed on slightly lower price to facilitate. The owner reports price was similar to prior appraisal made in 2020.</p>

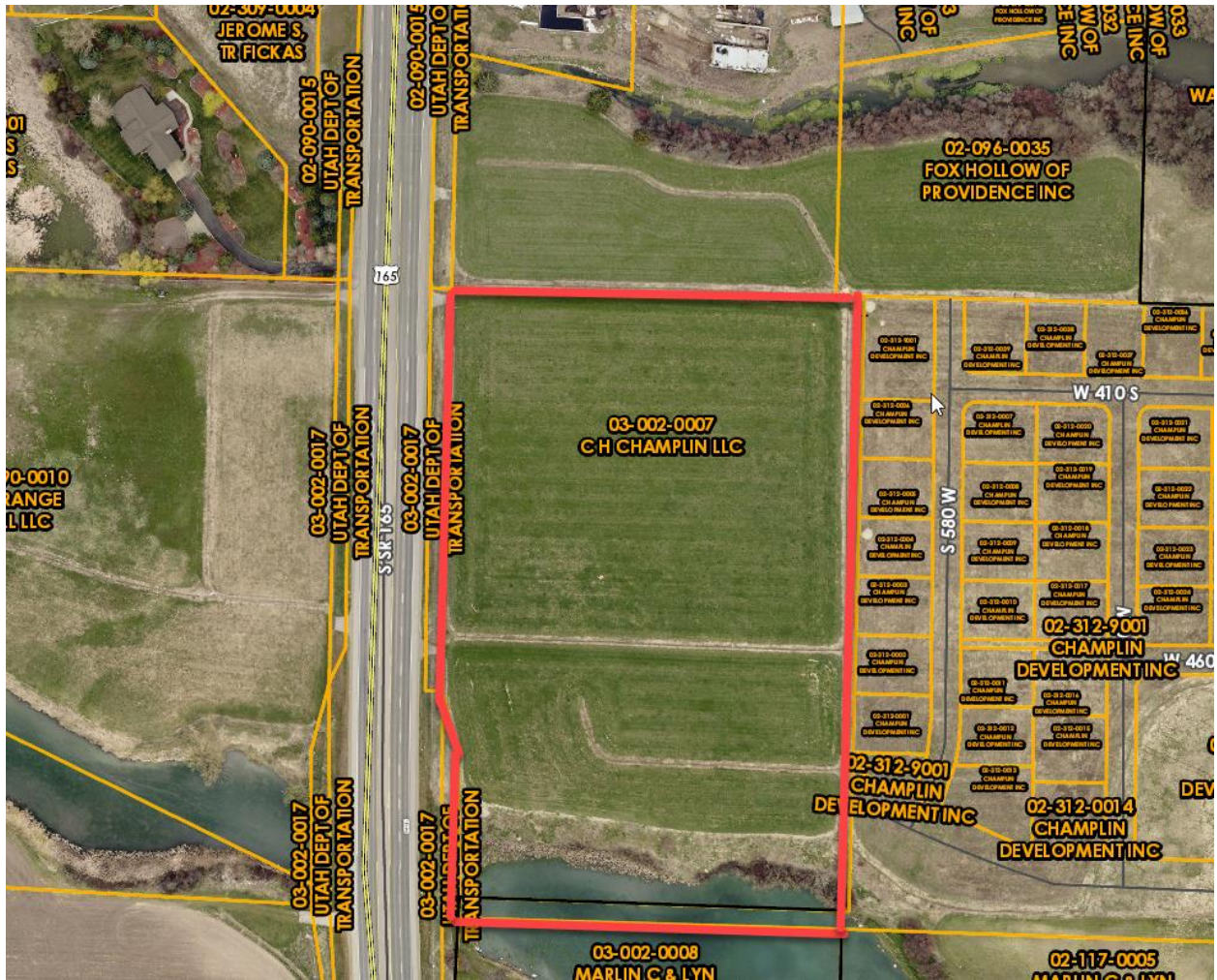
Comp 2



LAND COMPARABLE SALE #3

Seller	Janice Byington, Kathryn Fuhriman, Margene Low Trust
Buyer	CH Champlin, LLC
Confirmation	Kent Dunkley – Broker/ MLS#1729662
Location	420 South Highway 165, Providence, UT
Assessor Parcel Number	03-002-0007
Size/physical	8.20 acres / Rectangular shaped parcel ~747 feet of frontage on Highway 165 & 410' of depth
Zoning	CHD (commercial highway district) by Providence City
Utilities	Electricity available, sewer 800' north and water 300' north
Water Shares	6 shares Blacksmith Fork
Date of Sale	September 23, 2021
Price/terms	\$890,000 / cash to seller
Price/acre	\$108,537
Price/SF	\$2.49
Comments	Buyer has developed residential housing immediately east of this comp that includes a lift station. He is hoping to hook onto both sewer and water to the east rather than having to extends utilities in Highway 165 several hundred feet which would significantly raise development costs. Buyer also purchased neighboring 7.62-acres to the north and has combined part of this property with land immediately northeast. Buyer is in process of rezoning to Mixed-Use.

Comp 3



LAND COMPARABLE SALE #4

Seller	Amsource Providence, LLC
Buyer	DLK Enterprises, Inc (David Knight)
Confirmation	Broker – Jette Youngblood
Location	21 South Gateway Drive, Providence
Assessor Parcel Number	Part of 02-096-0087
Zoning	Mixed Use (MXD)
Size	4.28 Acres; irregular shape with frontage on Gateway Drive and 100 South
Accessibility	Gateway Drive & 100 South
Utilities	All available
Intended Use	Mixed-Use
Date of Sale	May 20, 2021
Price/Terms	\$1,150,000 / Cash to seller
Price/SF	\$6.17
Price/Acre	\$268,892
Comments	<p>This is the sale of 4.28 acres of vacant land located directly east of Macey's Grocery Store fronting Gateway Drive. The purchase included the east 4.68 acres of a larger 10+ acre parcel. Since the purchase the buyer has subdivided the site into four smaller parcels. The largest is 2.29 acres and will be developed with townhomes. The smaller pad sites will be developed with office or restaurant uses.</p>

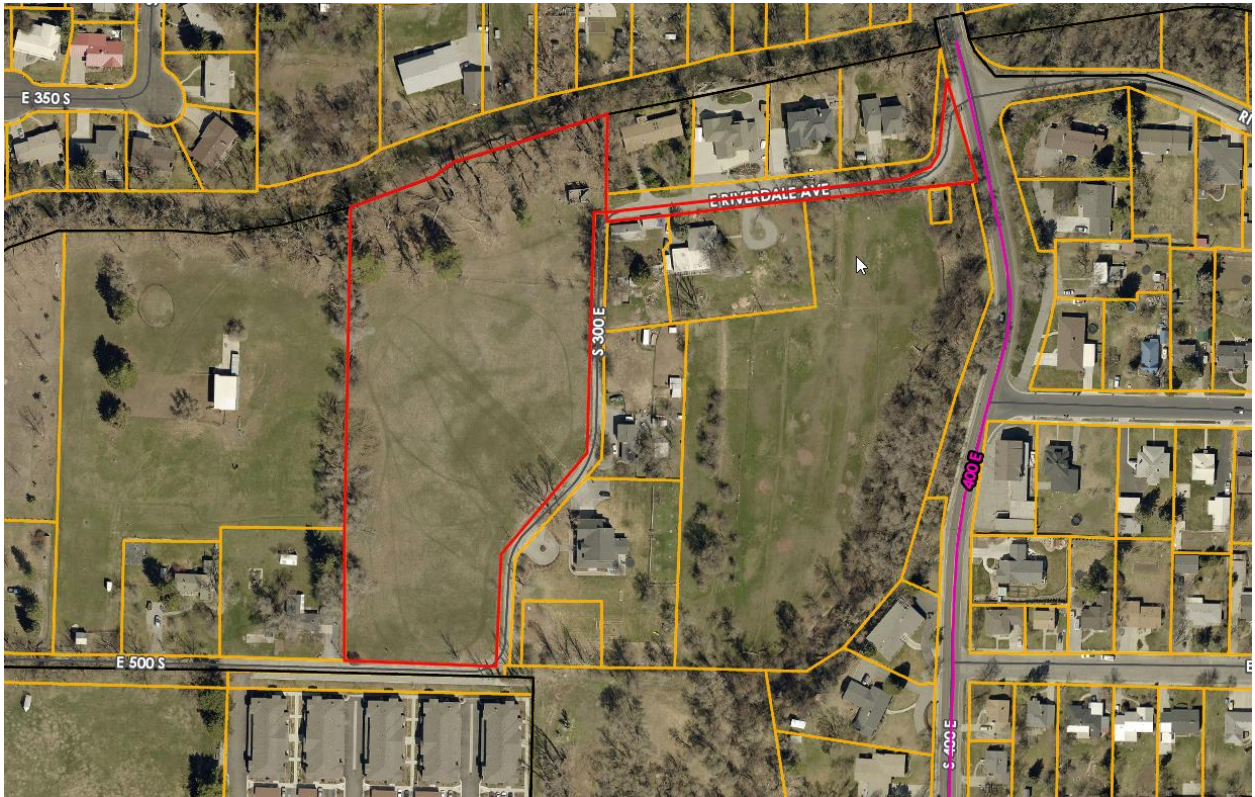
Comp 4



LAND COMPARABLE SALE #5

Seller	Mary Lorraine Demars Trust
Buyer	Wellsville Basin LLC
Confirmation	Broker – Vern Fielding & Jed Willets
Location	255 East 500 South, River Heights
Assessor Parcel Number	02-015-0024
Zoning	R-1-12
Size	5.58 Acres; irregular shape with frontage on 500 South and bordering Logan River on north
Accessibility	500 South
Utilities	All available except sewer
Intended Use	Buyer has no immediate plans for development
Date of Sale	June 8, 2023
Price/Terms	\$1,116,000 / Cash to seller
Price/SF	\$4.59
Price/Acre	\$200,000
Comments	This is the sale of 5.58 acres of vacant land that fronts 500 South Street and Riverdale Avenue in River Heights. Both are narrow 2-lane streets that is gravel and will require widening and improving for development. Sewer will also have to be brought in from either Logan on Gateway Drive or River Heights to the east. Neighboring property owners are working with Logan to bring sewer in from the west. Buyer has no current plans for development and will leave the site vacant. Property has significant river frontage on north end. Price includes 5.5 shares of Providence Pioneer Irrigation.

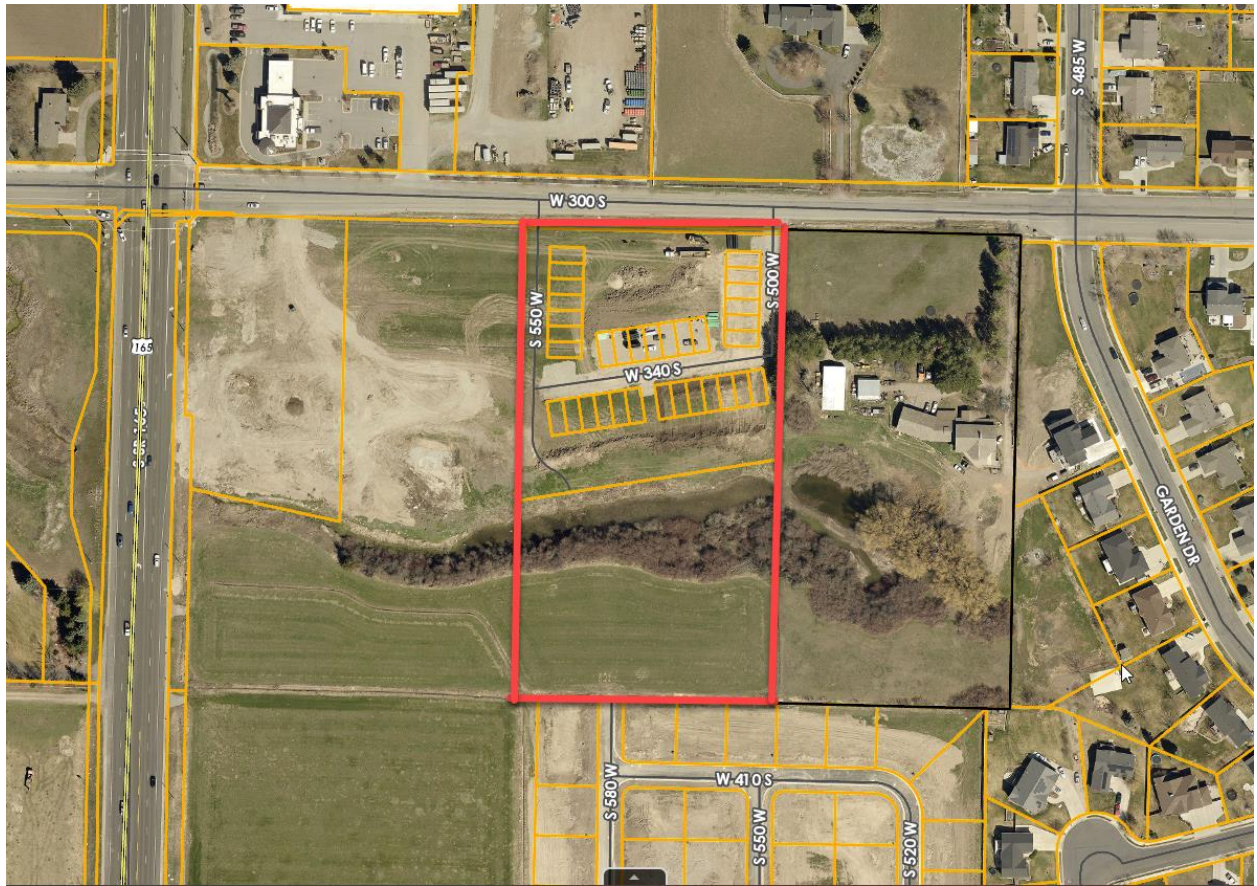
Comp 5



LAND COMPARABLE SALE #6

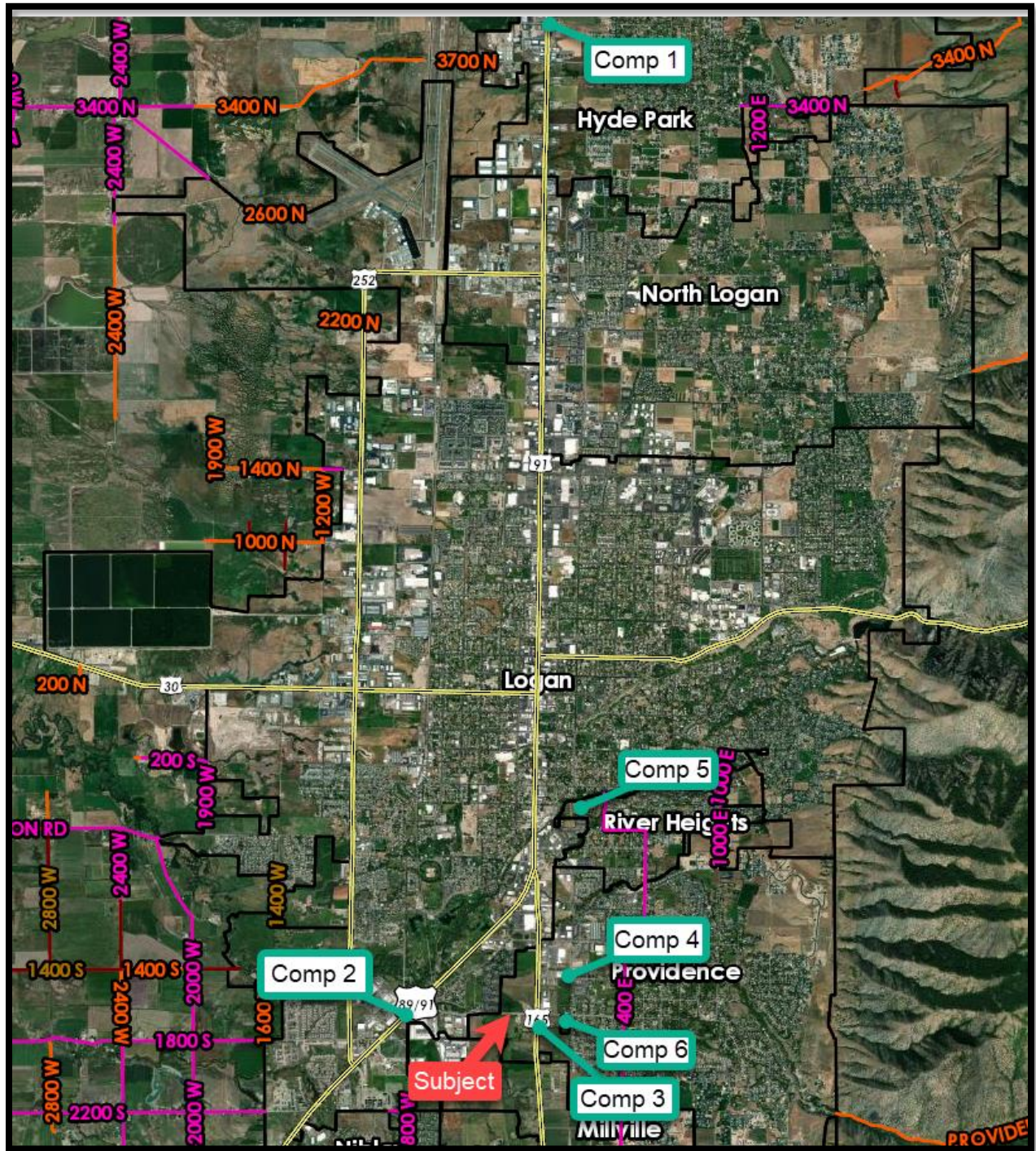
Seller	Margine Low Trust
Buyer	Steven & Terri Misener/Fox Hollow of Providence
Confirmation	Kent Dunkley - Broker
Location	500 West 300 South, Providence, UT
Assessor Parcel Number	02-096-0035
Zoning	Agriculture rezoned to R-M-12
Size	5.51 Acres; rectangular parcel with over 360 feet of frontage on 300 South
Accessibility	300 South
Utilities	All available in 300 South
Water Shares	Shares sold with land
Intended Use	Townhouse Development
Date of Sale	January 29, 2021
Price/Terms	\$688,750/Cash to seller
Price/Acre	\$125,000
Price/SF	\$2.87
Price/Unit	\$11,479 (60 units)
Comments	Land was rezoned from Agriculture to Multi-Family Medium after purchase and annexation into Providence. Ballard Springs runs through middle of property and will require bridging the springs to access the south ½ of the land for phase 2 of the development. Utilities were in the street in front of the site.

Comp 6



SUMMARY OF COMPARABLE LAND SALES					
No.	Location	Zoning	Acres	Date of Sale	Price/SF
1	4250 N Hwy 91, Hyde Park	C	15.55	07/20	\$1.53
2	1720 S Hwy 89- 91, Logan	C	5.63	11/21	\$6.61
3	420 S Hwy 165, Providence	CHD	8.20	09/21	\$2.49
4	21 S. Gateway Dr, Providence	MXD	4.28	05/21	\$6.17
5	255 E 500 S, River Heights	R-1-12	5.58	06/23	\$4.59
6	500 W 300 S, Providence	AGR	5.51	01/21	\$2.87
Subj	200 W 1700 S, Providence	LFC	8.90	NA	NA

LOCATION MAP



ANALYSIS

Ordinarily there are seven common areas of comparison in analyzing the selling prices of comparable properties; they are:

1. Real property rights conveyed
2. Financing terms
3. Conditions of sale
4. Changing market conditions (date of sale)
5. Location differences
6. Differences in physical characteristics
7. Differences in use potential (zoning)

Property Rights: Each of the land comparisons were fee simple transactions, the same as the subject and no adjustment are made.

Financing Terms: The six closed sales were cash sales or cash equivalent and there were no seller concessions or other financing terms that influenced value. No adjustments for financing terms are required.

Conditions of Sale: All the sales are believed to be arms-length without atypical conditions that affected their selling prices. No adjustments are made.

Market Conditions: The market through the beginning of 2022 was strong with significant price appreciation between 2020 and 2022.

A commercial building lot at 100 East 2000 North in North Logan sold in December 2016 for \$139,000 and again in July 2021 for \$199,500. The increase was 43.5% between sales. Annualized this is 8.2% per year.

A larger 19-acre parcel in Richmond at the north end of the market that had highway frontage on Highway 91 and a mix of residential and commercial zoning sold in August 2018 for \$320,000. It sold again in January 2021 for \$385,000. The price increase was 20.3% between sales. Per year in the approximately 2.5 years between sales the price increased 7.95%.

A residential sale of a smaller 3.14-acre parcel located in Providence with the highest and best use to be developed with 2 to 3 lots shows an even greater upwards movement in price. This

sale originally sold in May 2020 for \$208,000 and sold again in December 2022 for \$370,000. The price increase is 77.9% between sales, which represents a 1.82% monthly increase in the 32 months between sales. Annually the price increased 25% per year.

The two larger commercial and mixed residential/commercial land sales support 8% per year price increases between 2018 and into the middle of 2021. The smaller parcel that could only be subdivided into two or three lots supported a larger 25% per year upwards price movement between 2020 and 2022.

The upwards price movements were not as significant between 2018 and 2020 in the 3% and 5% range. Much of the appreciation was realized between the middle of 2020 into the first few months of 2022 when prices for some types of land were moving upwards at rate of 1.5% to 3% per month.

The sales closed between July 2020 and June 2023. Comp 6 just closed and is not adjusted. The other sales will be adjusted through the first part of 2022. Prices have been stable over the last 15 months. Upwards adjustments are made at 1.5% per month through April 1, 2022. No additional adjustment after April 1, 2022 will be made as prices have since stabilized.

Location: The location of the subject is between Highways 165 and 89-91. The area was recently annexed into Providence and had previously been under Cache County jurisdiction. The location has not had much growth as there is no access to sewer but is one of the land undeveloped areas inside Providence and demand is expected to increase in the future once sewer is complete. The most recent traffic count from a few years ago shows 5,600 daily vehicles on the street.

Comp 1 is located between Hyde Park and Smithfield fronting Highway 91. The location has more visibility but also does not have utilities available which limits demand. Still, highway parcels sell at higher prices and a downwards adjustment is made.

Comp 2 fronts Highway 89/91 at the entrance to Logan. The location is directly west of the subject. The location has better visibility with a daily traffic count of 24,000 cars.

Comp 3 fronts Highway 165 immediately east of the subject. Traffic counts indicate 22,000 cars pass comp 2, which gives it superior visibility and a downwards adjustment is made.

Comp 4 fronts Gateway Drive located one block east of Highway 165. This is a secondary commercial location comparable to the subject. No adjustment is made.

Comp 5 is located in River Heights in a secluded residential area. Commercial uses are 1.5 blocks west. The location is inferior and adjusted upwards.

Comp 6 is located one block east of Highway 165 directly east of the subject. The frontage street (300 South in Providence) has a similar traffic count as the subject and the location is comparable. No adjustments are made.

Physical Characteristics: Variables affecting land value include parcel size, access to utilities, road access, whether the land's water table is low enough to permit development and the amount of wetland that might restrict development. Adjustments will be made for differences between the comparables and subject.

Parcel Size: Typically, larger parcels will sell for less than similar property that is smaller as it requires more capital to purchase and usually takes longer to develop all of the land.

The subject's "Larger" parcel has 8.90 acres prior to the acquisition. The sales range from 4.28 acres up to 15.55 acres, bracketing the subject. Comp 1 is nearly twice as larger and given a larger upwards adjustment.

Comps 2, 4, 5, and 6 are smaller. However, all are within a few acres and adjustments are smaller downwards.

Comp 3 is similar in size and not adjusted.

Corner Influence: Corner locations are considered superior to interior parcels and often sell for 15% to 25% more. Corner locations have better accessibility especially when located on a busier highway allowing access from secondary streets.

This premium can be demonstrated by comparing two recent sales of commercial property at the south end of the market area in Providence near the subject. These were adjoining parcels both with highway frontage. The north sale was located on a corner with equal frontage on two streets while the south parcel had a rectangular shape but only fronted the highway. They sold within a month of each other to the same buyer and were similar in size at approximately 8-acres each. The corner parcel sold for approximately 17% more per square foot. While there were other factors that might have had small influences on value, the primary difference was corner vs. interior locations.

Comp 2 has a corner location with frontage on three sides contributing to a higher sales price. It is given a larger downwards adjustment.

Comp 4 also has a corner location; however, this property has a long narrow shape and there was limited frontage on the south side. Its value comes from the significant road frontage and not as much because it was on a corner. Only a small downwards adjustment is made.

The other sales have similar interior locations.

Parcel Shape & Frontage: The subject has an irregular shape as it borders the Blacksmith Fork River. Compared to parcels with rectangular shapes, downwards adjustments are made.

Comp 4 has significant road frontage which allowed the buyer to subdivide the site into several smaller parcels that were later sold. This sale is given a larger downwards adjustment.

Comps 1, 3, and 6 are also given downwards adjustments as they have rectangular shapes. No adjustments are necessary to comps 2 and 5.

Access to Utilities: The subject does not have access to sewer. As part of the acquisition sewer will eventually be made available; however, the appraisal does not consider this when valuing the property in its “before” condition. An attempt was made to use sales that also do not have access to all utilities.

Comp 1 currently does not have utilities available. All are located one block from the property. As such, no adjustment is made.

Comp 2 is similar to the subject. Water is available but sewer is 445’ away. The sewer is closer and will be less costly to access compared to the subject. A small downwards adjustment is made.

Comp 3 also does not have utilities available. Sewer is nearly two blocks away and water is a block north of this sale. No adjustment is made.

Comp 4 has all utilities available and is given a larger downwards adjustment.

Comp 5 does not have access to sewer. It also is not adjusted.

Comp 6 had access to sewer and water from 300 South. However, it will be more costly to get these utilities to the south part of the property and the buyer is working with neighboring property owners for a needed sewer lift. Only a small downwards adjustment is made.

Road Access: The properties all have adequate frontage. Comp 5 is adjusted upwards as the access road is not fully improved and costs for development will be higher.

Fill/Wetland/Topo: The subject has approximately 3-acres located in a flood zone. While in a flood zone, the loss in value is somewhat mitigated by the river frontage allowing for more attractive settings for homes.

Comp 1 is in an area with a higher water table and this sale will require significant fill to be developed. Overall, it is considered inferior to the subject and adjusted upwards.

Comp 2 has level topography and is not inside a flood zone. All the land is usable and a downwards adjustment is made. Comps 3 and 4 are similar to comp 2 and also adjusted downwards.

Comp 5 borders the Logan River; however, none of the land is inside a flood zone. The Logan River also provides more attractive views than the subject. A downwards adjustment is made.

Comp 6 has Ballard Springs that runs through the middle of the site east to west limiting usable area. It will also be more expensive to access the south part of the parcel from the north because of the springs. The unusable areas account for nearly one acre of the property. As such, no adjustments are made.

Zoning/Use Potential: The subject was recently annexed into Providence under the Life Cycle zone. There are approximately 200 acres of land recently annexed into the city surrounding the subject and much of it has the same zoning. There is only one area in all of the city that has the same zoning and the neighborhood built-out a few years ago with a mixture of housing types.

Based on the location and likely future development, it is difficult to determine if the land will remain in the LFC zone or will be rezoned to allow a mixed-use development with both commercial and residential.

Historically land sales with commercial zoning always sold at higher prices than similar residential or multi-family zoning. However, with the stronger demand now for high density housing, high density residential prices are similar and sometimes higher.

The appraisal uses a mixture of sales including both commercial and high density residential. Only comp 5 was lower density 12,000 SF residential but it may qualify for a higher density development based on the new PUD zoning in River Heights according to the broker.

The three sales with commercial zoning adjust between \$2.01 and \$3.55 per square foot compared to the three residential or mixed-use sales which adjust between \$2.84 and \$4.36. Based on zoning/use potential, there does not appear to be a premium for the commercial zoning.

No adjustments for Use Potential are made.

Adjustment Grid: The following grid will adjust the comparable sales to reflect differences with the subject land. There is not sufficient data to make exacting adjustments; rather, the percentage adjustments reflect magnitude of difference and assist in reconciling the sales data to indicate the subject's market value.

LAND COMPARABLE ADJUSTMENT GRID						
Comparable	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6
Price Per Square Foot	\$1.53	\$6.61	\$2.49	\$6.17	\$4.59	\$2.87
Multiplied Adjustments						
Property Rights	0%	0%	0%	0%	0%	0%
Adjusted Price/SF	\$1.53	\$6.61	\$2.49	\$6.17	\$4.59	\$2.87
Financing Terms	0%	0%	0%	0%	0%	0%
Adjusted Price/SF	\$1.53	\$6.61	\$2.49	\$6.17	\$4.59	\$2.87
Conditions of Sale	0%	0%	0%	0%	0%	0%
Adjusted Price/SF	\$1.53	\$6.61	\$2.49	\$6.17	\$4.59	\$2.87
Market Conditions	30%	8%	8%	15%	0%	21%
Adjusted Price/SF	\$1.99	\$7.11	\$2.68	\$7.10	\$4.59	\$3.47
Added Adjustments						
Location	-10%	-10%	-10%	0%	5%	0%
Parcel Size	15%	-5%	0%	-5%	-5%	-5%
Corner Influence	0%	-20%	0%	-5%	0%	0%
Shape	-5%	0%	-5%	-15%	0%	-5%
Utilities	0%	-5%	0%	-25%	0%	-5%
Road Access	0%	0%	0%	0%	5%	0%
Fill/Wetlands/Topo	10%	-10%	-10%	-10%	-10%	0%
Use Potential	0%	0%	0%	0%	0%	0%
Net Added Adjustments	10%	-50%	-25%	-60%	-5%	-15%
Adjusted Price/SF	\$2.19	\$3.55	\$2.04	\$2.84	\$4.36	\$2.95
Average/Price/SF	\$2.99					
Median/Price/SF	\$2.89					

Reconciliation: The 6 comps indicate a range of value between \$2.01/SF up to \$4.36/SF. The average adjusted indication is \$2.99 per square foot and the median is at \$2.89 per square foot.

Comp 5 gives a much higher indication. This sale has significant river frontage and is located in a secluded neighborhood in River Heights. It will have development challenges because there is no sewer and roads are not fully improved. The buyer's broker reported the buyer has no plans on developing the site. This was a cash sale, and the price may not have represented market value. Based on the difficulty in developing the price appears on the higher

end of the range although it has significant river frontage providing some comparison to the subject. Based on the much higher adjusted price per square foot it is given less weight.

The other five sales give a narrower range between \$2.01 and \$3.55 per square foot after adjustments. Comp 4 will be given less weight as it has more significant road frontage and also good access to utilities requiring larger downwards adjustments.

Comp 1 has a higher water table, and all utilities are located one block away providing good support.

Comp 2 also has utilities further from the site but does have significant road frontages on three streets and is given less weight.

Comp 3 is located a few blocks east of the subject and is also further from utilities providing good support.

Comp 6 is in the same neighborhood as the subject and provides good support.

Most weight is given to comps 1, 3, and 6. These sales do not have corner frontages and did not have good access to utilities. They adjust between \$2.01 and \$2.95 per square foot with an average of \$2.39/SF. Giving more weight to these three sales, the appraisal will conclude a final value slightly below the average and median indications at \$2.50 per square foot.

The property has 8.90 acres or approximately 387,684 square feet prior to the acquisition indicating a value of the larger parcel before the acquisition as follows:

$$\mathbf{\underline{387,684\ SF\ X\ \$2.50/SF = \$969,210}}$$

VALUATION After Acquisition

This analysis will rely on the “State Rule” for partial takings or acquisitions. First, the value of the land acquisition as part of the whole will be estimated. Next, the value of the site improvements included in the acquisition will be estimated. The third step is to form an opinion of the loss in value or damages caused by the severance to the remainder property and consider the value if there are any special benefits for the property resulting from the project.

MARKET VALUE OF ACQUISITION - As Part of the Whole:

Land Acquisition - Fee Taking of Site: The market value of the fee simple interest in the 387,684 square feet has been concluded at \$2.50 per square foot. The total land acquisition is estimated at 3,484 square feet (52’ x 67’). Therefore, the market value of the acquisition is estimated at: **3,484 Square Feet x \$2.50/SF = \$8,710.**

Site Improvements Acquired: No site improvements will be acquired.

Perpetual Easement: There will be no perpetual slope easements as part of the acquisition.

Temporary Construction Easement: As of the date of the appraisal, no details about a temporary construction easement have been provided. The client reports they are not sure the exact location of where the acquisition will be, and it may end up fronting 1700 South. If the acquisition fronts 1700 South, there is a likelihood no temporary construction easement will be needed.

If the acquisition area ends up as noted in the sketches provided, the city will need a temporary construction easement to access the acquisition land.

Providence City officials report they typically do not pay for a temporary construction easement if the acquisition will be improving property. In the case of the subject the added lift station will allow the property eventual access to sewer which will increase the value. Still, it is normal practice to pay for a temporary construction easement when land is being acquired.

Temporary construction easements are typically valued based on a market rent for the land that is inside the easement and often can extend for as long as three years. I have examined several land leases in Cache County and find most have a yearly rental rate that is 8% to 10% of the land's market value. This includes several recent land leases obtained on land owned by Utah State near the subject in Logan and North Logan. As such, assuming a temporary construction easement were needed, the rent would be based on a 8% to 10% rate of return based on the value of the square footage that was inside the temporary construction easement.

For example, if it was determined the city would need a 5,000 square foot easement for 12 months, the value of the easement could be estimated at: $\$2.50/\text{SF} \times 5,000 \text{ SF} = \$12,500 \times 9.0\% = \$1,125$.

At this time there are no plans for a temporary construction easement and if one is needed the exact size of the easement is not known. The appraisal is made with the extraordinary assumption that a temporary construction easement will not be required.

DAMAGES TO REMAINDER CAUSED BY SEVERANCE

The location of the land being acquired may change from the sketches provided in the appraisal. Based on sketches provided in the Site Section of the report, the current proposed location is towards the west end of the site along the frontage. Assuming it remains in this location, it may limit some development around the sewer lift station along the northwest corner of the property.

The current zoning is density based so while there may be some areas around the lift station that cannot support housing, this should not limit the overall density of the project.

While there could be some damage caused by the severance, damages should be minimal as the acquisition area is only 3,484 square feet (52' x 67') which is very small considering the size of the property. Any such damages would be offset by the benefits of adding a lift station to the property.

As such, the appraisal will not consider any damages to the property caused by the severance.

SPECIAL BENEFITS

Special Benefits are defined as "Benefits that arise from the peculiar relation of the land in question to the public improvement, usually resulting from a change in its highest and best

use.” Benefits are considered only to off-set severance damages. They assure that the development of the subject to the highest and best user will occur in the after condition.

As noted above, if there are any severance damages they will be minimal and will be offset by the improvement of the sewer lift station to allow the property access to sewer.

CONCLUSION - MARKET VALUE AFTER ACQUISITION

The market value after the acquisition is determined by subtracting from the value before acquisition the contributory value of the acquisition property and the damages created by the severance and adding any special benefits.

The market value of the remainder parcel and the various segments of the acquisition is summarized on the table:

SUMMARY OF VALUES		
<u>A. Market Value of Subject Parcel Prior to Acquisition</u>		
Land: 387,684 SF x \$2.50/SF	=	\$969,210
Site Improvements	=	-0-
Total	=	\$969,210
<u>B. Value of Acquisitions: (A-C)</u>		
Fee Acquisition = 3,484 SF x \$2.50/SF	=	\$8,710
Perpetual Easement = NA	=	-0-
Site Improvements Acquired = NA	=	-0-
Total Acquisitions	=	\$8,710
<u>C. Value of Remainder as Part of the Whole: (A-B)</u>		
Unencumbered Land = 384,200 SF x \$2.50/SF	=	\$960,500
Encumbered Land =	=	-0-
Value of Remainder as Part of the Whole	=	\$960,500
<u>D. Value of Remainder After the Acquisition (C-E+F)</u>		
Unencumbered Land = 384,200 SF x \$2.50/SF	=	\$960,500
Encumbered Land =	=	-0-
Value of Remainder as Part of the Whole	=	\$960,500
<u>E. Damages</u>	=	-0-
<u>F. Special Benefits</u>	=	-0-
<u>G. Total Award</u>		
Land Acquired, Fee Acquisition	=	\$8,710
Site Improvements	=	-0-
Perpetual Easements	=	-0-
Temporary Construction Easement	=	-0-
Severance Damages/Cost to Cure	=	-0-
Less: Special Benefit	=	-0-
Total	=	\$8,710
ROUNDED	=	\$8,800

Addendum

1. Life Cycle Zoning
2. Assumptions and Limiting Conditions
3. Qualifications of Appraiser

Life Cycle Zoning

and streets, and must be screened from view of public and private streets. Streets shall not be used directly for loading, unloading, or refuse collection. Building and improvements upon lots must be designed to properly accommodate loading, unloading and refuse collection. Loading and refuse collection areas shall be properly screened meeting standards stated herein.

- L. **General Maintenance:** An overall maintenance schedule shall be implemented by property owners in maintaining all buildings, landscaping, fences, walls, drives, and parking lots (including surfacing and striping, signs, or other structures). The above shall be maintained in good and sufficient repair in a safe and aesthetically pleasing manner. Roads and pavements shall be kept true to line and grade and in good repair.

10-4-5: Public District. This zone provides for a wide range of public and recreational areas and activities, including: public buildings, parks, and open space.

- A. **Purpose.** The purpose and objectives of this zone are as follows:
 - 1. To allow for public buildings and associated uses.
 - 2. To enable land to be used for public open space or recreational purposes. Allowing a range of recreational settings and activities and compatible land uses; and to protect and enhance the natural environment for recreational purposes.
- B. **Structures and facilities.** The following structures and facilities are permitted in the public district:
 - 1. Public buildings and amenities.
 - 2. Buildings and areas for storage of equipment and materials.
 - 3. Restrooms (permanent and temporary).
 - 4. Playground structures.
 - 5. Athletic fields and amenities including: fences, batting cages, water activity areas, tennis courts, volley ball areas, athletic field and court lights, parking lots and lights, flags and lights, ballpark advertising banners, regulatory signs.
 - 6. Natural amenities: grass, plants, trees, etc.
 - 7. Cell towers may be allowed by conditional use.
- C. **Permitted uses.** The following uses are permitted in the public district:
 - 1. Public meetings, City sponsored gatherings and events such as: city celebrations, concerts in the park, movies in the park, etc.
 - 2. Social gatherings (indoor and outdoor). Some gatherings may require a Special Event application and permit (see Title 7, Chapter 7, Section 9 of this Code)
 - 3. Athletic events: competitive and organized recreational play and practice. Some events (including but not limited to: fun runs, marathons, bike races, walks) may require a Special Event application and permit (see Title 7, Chapter 7, Section 9 of this Code)
 - 4. Kiosk and tent vendors associated with permitted events.
 - 5. Food vending by contract with the City.
 - 6. Rental of some City owned facilities.
 - 7. General, unorganized play and recreational use.

10-4-6: Life Cycle Residential Zone

- A. Purpose and Intent
- B. Compliance With Standards
- C. Definitions
- D. Zone Location
- E. Permitted/Conditional Uses
- F. Lot Regulations

G. Development Standards

A. **Purpose and Intent.** It is the intent of this zone to guide development in accordance with the following goals:

1. Provide attractively landscaped neighborhoods with a mix of single-family, two-family and multi-family residential lots, structures, and associated uses, in areas where slopes do not exceed twenty percent (20%). Areas with slopes in excess of twenty percent (20%) shall be subject to Providence City Code Chapter 5 of this Title, Sensitive Areas.
2. Provide an integrated design for the development of residential uses to allow flexibility and initiative in site and building design and location in accordance with an approved plan and imposed general requirements as specified by this chapter.
3. Maintain a residential character compatible with surrounding traditional single-family neighborhoods.
4. This chapter provides enabling authority and standards for the review, and approval of applications for Life Cycle Residential (LCR) developments. The intent of this ordinance is to provide an alternative to traditional subdivision design by encouraging innovation and offering flexibility in the design of residential developments, which will result in the enjoyment and benefit of the citizens of Providence, both current and future.

B. **Compliance with Standards.** Substantial compliance with the zone regulations and other provisions of this title in requiring adequate standards related to the public health, safety and general welfare shall be observed, without unduly inhibiting the advantages of large scale site planning for residential and related purposes.

C. **Housing Definitions.** The types of dwelling units permitted in an LCR zone shall have the definitions found in Providence City Code 10-1-4.

D. **Zone Location.** The LCR is intended to be located in many areas throughout Providence. An LCR is a rezoned.

E. **Permitted/Conditional Uses**

- A. The following uses are permitted in an LCR.
 1. Single-family detached residential housing
 2. Single-family duplex housing
 3. Single-family attached residential housing
 4. Residential Care facilities for 8 persons or less
 5. Apartments
- B. Providence City may conditionally permit uses in the LCR outside of those listed above. Such conditional uses are outlined in Providence City Code 10-6: Use Regulations.

F. **Lot Regulations**

Minimum Project Size	2 acres
Minimum Density¹	4 dwelling units per acre
Maximum Density¹	12 dwelling units per acre
Minimum Lot Area²	

¹ Density = Housing Units/(Gross project acreage-acreage dedicated to rights-of-way)

² Minimum Lot Area not included for single family attached (townhome) and apartments, as all areas outside of the individual dwelling units are traditionally held in common ownership. Single family attached (townhome) and apartments are required instead to have a minimum square footage requirement for each dwelling unit.

<ul style="list-style-type: none"> Single Family Detached Duplex 	5,000 sq ft 7,500 sq ft
Minimum Dwelling Unit Size (total, not per floor) <ul style="list-style-type: none"> Single Family Attached Apartments 	800 sq ft per dwelling unit 750 sq ft per dwelling unit
Minimum Lot Width <ul style="list-style-type: none"> Single Family Detached Single Family Attached (alley garage access) Single Family Attached (street garage access) Duplex Apartments 	60 feet 16 feet minimum, 20 feet average 16 feet minimum, 20 feet average 80 feet 60 feet, plus 10 additional feet per building. See Subsection B below
Setbacks (Single Family Detached, Duplex)³ <ul style="list-style-type: none"> Front Yard (street garage access) Front Yard (alley garage access) Rear Yard Side Yard Corner Lot 	20 feet minimum/35 feet maximum 10 feet minimum 10 feet minimum 7.5 feet minimum 15 feet minimum on side adjacent to street
Setbacks (Single Family Attached, Apartment) <ul style="list-style-type: none"> Front Yard (street garage access) Front Yard (alley garage access) Rear Yard Side Yard Corner Lot 	See Subsection C below
Maximum Structure Height <ul style="list-style-type: none"> Single Family Detached and Duplex Single-Family Attached/Apartments 	35 feet 45 feet
Maximum Lot Coverage (Single Family/Duplex)	75 percent of the buildable area of the lot
Off-Street Parking <ul style="list-style-type: none"> Single Family Detached Single Family Attached Duplex Apartments (0-1 bedroom) Apartments (2+ bedrooms) 	4 per dwelling unit 2 per dwelling unit + .25 guest spot per unit 2 per dwelling unit 1.5 per dwelling unit + .25 guest spot per unit 2 per dwelling unit + .25 guest spot per unit

- A. **Diversity of Housing Types.** No more than fifty percent (50%) of the total dwelling units in any project governed by this ordinance shall be composed of any one type of housing. Regardless of project size, all projects are required to have a minimum of twenty-percent (20%) of dwelling units in the project be composed of single-family detached housing.
- B. **Minimum Lot Width, Apartments.** The required lot width for apartments shall be based on the number of buildings of apartments on the lot. Each lot containing apartments shall have a minimum of 50' lot width, plus an additional 60' for each building containing apartments.
- C. **Setbacks for Single Family Attached and Apartment Housing.** No front or rear building setback is in place for single family attached and apartment housing, provided that the development's open space is

³ Setbacks are calculated from the front property line along a publicly dedicated road. In cases where the development is served by private roads, the front setback shall be calculated from the edge of the asphalt of the private road adjacent to the front plane of the home.

integrated throughout the project so that each group of single family attached dwelling units and each building of apartments has a minimum of 10' of landscaped open space on all sides, said landscaping being calculated from the front/rear plane of the dwelling unit or exterior wall of the apartment building, with the exception of one side of single-family attached which may be needed for alley garage access. Buildings whose front plane faces the front plane of another building shall have a minimum of 20' separation between the buildings' front planes.

- D. All other development standards, shall be complied with as outlined in the Providence City Subdivision ordinance and engineering design standards.
- G. **Development Standards.** In addition to development standards contained herein, all projects developed under the LCR zone shall be developed and landscaped in accordance with the Providence City Multi-Family Design Standards.
- H. **Phasing.** As part of the application for a rezone to an LCR, developers shall be required to submit a proposed concept/phasing plan for the project. Said phasing plan shall tentatively outline what types and numbers of various housing types shall be constructed in each phase. The final phasing plan shall be incorporated into a Master Development Agreement, which shall be prepared and developed by the City at the time an LCR project is given preliminary plat approval and shall be recorded against the property at that time. The phasing of an LCR project shall follow Providence City Code 11-3-2-B-4, with the exception of 11-3-2-B-4-D, which requires each phase to be a stand-alone phase. However, no more than two phases of an LCR project may be constructed before at least twenty-five percent (25%) of the single-family detached must be presented for final plat approval.

Assumptions and Limiting Conditions

1. **Limit of Liability:**

The liability of Dustin T. Singleton and associates is limited to the client only and for the amount of the fee actually received by the appraiser. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements, of any type in such suit, regardless of outcome, client will hold appraiser completely harmless in any such action.

2. **Copies, Publication, Distribution, Use of Report:**

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only.

The Bylaws and Regulation of the Appraisal Institute require each Affiliate to control the use and distribution of each appraisal report signed by such Affiliate. Except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of appraiser. (See last item in following list for client agreement/consent).

3. **Confidentiality:**

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraisers. The Appraisers shall have no responsibility if any such unauthorized change is made.

The appraisers may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. **Trade Secrets:**

This appraisal was obtained from Dustin T. Singleton and associates or related companies and/or its individuals or related independent contractors and consists of "trade secrets and

commercial or financial information” which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). Notify the appraiser(s) signing the report of any request to reproduce this appraisal in whole or in part.

5. **Information Used:**

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised, that some of the people associated with Dustin T. Singleton and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds to subject property.

6. **Testimony, Consultation, Completion of Contract for Appraisal Services:**

The contract for appraisal, consultation or analytical service are fulfilled and the total fee payable upon completion of the report. The appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in the court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

7. **Exhibits:**

The sketches and maps in this report as included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

8. **Legal, Engineering, Financial, Structural, or Mechanical Nature, Hidden Components, Soil:**

No responsibility is assumed for matter legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal

marketability (seek legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds; further, it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

9. **Legality of Use:**

The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

10. **Component Values:**

The distribution of the total valuation in this report between land and improvements applies only under the existing program or utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

11. **Auxiliary and Related Studies:**

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in any agreement for services or in the report.

12. **Dollar Values, Purchasing Power:**

The market value estimated, and the costs used, are as of the date of the estimate of value. all dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

13. **Inclusion:**

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate, unless otherwise stated. In some property types, business and real estate interests and values are combined.

14. **Proposed Improvements, Conditioned Value:**

Improvements proposed, if any, on or off-site, as well as any repairs required, are considered for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

15. **Value Change, Dynamic Market, Influences, Alteration of Estimate by Appraiser:**

The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the

marketplace.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change as the market and value is naturally dynamic.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

16. **Value Subject to Change:**

Appraisal report and value estimate subject to change if physical or legal entity or financing different than that envisioned in this report.

17. **Management of the Property:**

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management, neither inefficient nor super-efficient.

18. **Fee:**

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself.

19. **Authentic Copies:**

The authentic copies of this report are signed in blue ink. Any copy that does not have the above is unauthorized and may have been altered.

20. **Insulation and Toxic Materials:**

Unless otherwise stated in this report, the appraiser(s) signing this report has no knowledge concerning the presence or absence of toxic materials and/or urea-formaldehyde foam insulation in existing improvements; if such is present, the value of the property may be adversely affected and re-appraisal at additional cost necessary to estimate the effects of such.

21. **Review:**

Unless otherwise noted herein, the review appraiser has reviewed the report only as to general appropriateness of technique and format and has not necessarily inspected the subject or market comparable properties.

22. **Changes, Modifications:**

The appraiser(s) reserves the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to us facts pertinent to the appraisal process which were unknown to us when the report was finished.

23. **After Tax Analysis and/or Valuation:**

Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or estimating possible returns on investment at an assumed value or price

paid; note that the appraiser(s) does not claim expertise in tax matters and advises client and any other using the appraisal to seek competent tax advice as the appraiser is in no way to be considered a tax or investment advisor.

24. **Limiting Conditions Disclaimer Relating to the ADA:**

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

25. The appraiser(s) has/have inspected the subject property with the due diligence expected of a professional real estate appraiser. The appraiser(s) is/are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser(s) that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's (s') value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's (s') descriptions and resulting comments are the result of the routine observations made during the appraisal process.

27. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT BY CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS. APPRAISER LIABILITY EXTENDS ONLY TO STATED CLIENT, NOT SUBSEQUENT PARTIES OR USERS, and is limited to amount of fee received by appraiser.

**QUALIFICATIONS OF
APPRAISER**

QUALIFICATIONS OF

DUSTIN T. SINGLETON

Work Experience:

2004 to Current: Full-time real estate appraiser: Singleton Appraisal Services, Providence, Utah

1999 to 2004: Full-time real estate appraiser: Singleton & Company, Logan, Utah

1997 to 2001: Part time real estate sales agent: Coldwell Banker Gold Key Realty, Logan, Utah

Education:

Bachelor of Science, Utah State University, December 1998

Specialized courses, seminars and exams in Real Estate Appraisal from Appraisal Institute, O'Brien School & McKissock Appraisal Education

Specialized courses for Real Estate Sales from Wardley School of Real Estate

Courses Taken & Exams Passed

How Tenants Create or Destroy Value: Leasehold Valuation and Its Impact on Value, Appraisal Institute, 2019

Valuation by Comparison: Residential Analysis & Logic, Appraisal Institute, 2015

The Discounted Cash Flow Model: Concepts, Issues, and Apps., Appraisal Institute, 2013

Comprehensive Exam, Appraisal Institute, 2012

Business Practices & Ethics, Appraisal Institute, 2013

General Market Analysis & Highest & Best Use, Appraisal Institute, 2009

Appraising Distressed Commercial Real Estate, Appraisal Institute, 2009

Report Writing & Valuation Analysis, Appraisal Institute, 2009

Advanced Applications, Appraisal Institute, 2007

Advanced Sales Comparison & Cost Approaches, Appraisal Institute, 2007

Advanced Income Capitalization, Appraisal Institute, 2005

Basic Income Capitalization, Appraisal Institute, 2002

2-4: Unit Case Studies, O'Brien School, 2000

Appraising Residences, O'Brien School, 2000

USPAP/ and Utah Law, O'Brien School, 2000

Fundamental Appraising, O'Brien School 2000

Professional Status:

Utah, Certified General Appraiser, 5450730-CG00, expires November 30, 2023

Idaho, Certified General Appraiser, CGA-4116 (Currently inactive)

Utah, Sales Agent, 5450730-SA00 (Currently Inactive)

Qualifications (continued)

DUSTIN T. SINGLETON

**Memberships &
Affiliations**

Candidate for Designation, Appraisal Institute
Member, Cache-Rich Association of Realtors
Member, Wasatch Front MLS

**Types of Real
Estate Appraised**

Office, industrial, retail, apartments, subdivisions, special purpose
properties, eminent domain, undeveloped land, agricultural land, & all
types of residential properties

**Partial List of
Clients Serves**

America First Credit Union
Cache Valley Bank
Lewiston State Bank
Cache County
Wells Fargo
Bank of Utah
Zions First National Bank
Wells Fargo
Goldenwest Credit Union
Utah State University
Dwellworks Relocation
Weichart Relocation
Cartus Relocation
Intermountain Health Care
USU Charter Credit Union
Bank of American Fork
United States Appraisal
Thomas Edison Charter School
North Logan City
Nibley City
Providence City
Logan City
Smithfield City
Hyde Park City
Neighborhood Non-Profit
Allegiance Relocation
NebraskaLand National Bank
Small Business Administration
Bear River Head Start
Various Law & Accounting Firms
State of Utah, Division of Real Estate
Rock Canyon Bank