

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

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

**R E C I T A L S**

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

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

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

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

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

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

**T E R M S    A N D    C O N D I T I O N S**

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

1. Purpose/Objectives. The purpose of this Agreement is to set forth the terms and provisions by which the Parties can cooperate with each other in the conversion of use of real property west of 200 East, shown as Lots 7, 8, 9 and 10 on the mutually agreed upon engineered site plans (“Site Plans”) shown in Exhibit “A,” attached hereto and incorporated herein by reference. The real property west of 200 East, shown as Lots 7, 8, 9 and 10 on the Site Plans is County property subject to the LWCF which shall be converted under Section 6(f) and conveyed to the Cities. The property to be utilized for replacement, in compliance with Section 6(f) of the LWCF, is shown in Exhibit “B,” attached hereto and incorporated herein by reference. This Agreement shall set forth the terms by which the replacement recreational property will be distributed and developed in the Cities throughout the County, *see* Exhibit “B,” attached hereto and incorporated herein by reference, in compliance with Section 6(f) of the LWCF. The cooperative conversion of use process set forth by this Agreement shall sometimes be referred to herein as the “Project.” The Parties represent that the cooperative actions contemplated herein and the Site Plans comply with all applicable specifications and standards established by the County and/or any other governmental authorities or agencies whichever shall apply (the governmental entity or entities having authority or jurisdiction to approve specific matters set forth in this Agreement shall hereinafter be referred to as the “Governmental Entity”) as well as the LWCF and its conversion of use requirements under Section 6(f). The foregoing Recitals are hereby incorporated into this Agreement by Reference.
  
2. Responsibilities of and Costs to be Borne by Cache County
  - a. From the proceeds of the sale of the property west of 200 East, the County shall make payment in the following order of priority: (i) reimburse North Logan for George S. Eccles Ice Center utilities in the amount of \$182,000.00; (ii) reimburse Hyde Park for land purchases; (iii) reimburse North Logan, Hyde Park, Newton City, and Nibley City for expenditures and purchases of the replacement property, described herein, in connection with this Agreement for conversion of use in compliance with 6(f) of the LWCF; and (iv) share in proceeds from the sale of property west of 200 East as set forth in Exhibit “E,” attached hereto and incorporated herein by reference.
  - b. Because the requirements under Section 6(f) for the conversion of use process mandates an environmental assessment, appraisals, surveys, concepts and boundary maps, the County shall share in the payment of such costs with the Cities according to the projected costs as set forth in Exhibit “D,” attached hereto and incorporated herein by reference.
  - c. The County will provide county Recreational, Arts, Parks, and Zoos (“RAPZ”) tax funding for the development of the proposed parks in an amount up to fifty (50%) percent of the project costs. The proposed funding summary is shown in Exhibit “F,” attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

5. Responsibilities of and Costs to be Borne by Newton

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

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

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

6. Responsibilities of and Costs to be Borne by Nibley

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

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

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

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

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

8. Termination/Breach of Agreement. Termination of this Agreement prior to the expiration of its term is not contemplated.
  - a. Termination. This Agreement may be terminated early only upon mutual written agreement by the Parties.
  - b. Breach of Agreement. The Parties recognize that any material violation or breach of this Agreement will result in irreparable harm and damages that are not readily calculable. Accordingly, as a non-exclusive remedy, in addition to any damages that may be deemed appropriate, the Parties acknowledge that each Party shall be entitled to injunctive relief in the event of a material breach of this Agreement by either Party by means of specific performance or injunction, without any requirement to post a bond or other security; provided, however, that prior to seeking injunctive relief to which the non-breaching Party is hereby entitled, the non-breaching Party will give written notice of the alleged material breach to the other Party, with a request that the breach be cured within thirty (30) days of the written notice. Additional time shall be allowed as may be required to diligently complete a cure reasonably commenced within the original thirty (30) day period of time. A material breach is defined as intentional or willful neglect of any of the provisions of this Agreement. A non-material breach shall be resolved by the contact persons/representatives of the Parties, provided that the refusal or neglect by either party to cure a non-material breach may be sited as a material breach within the reasonable discretion of the non-breaching party, and shall be subject to the relief and remedies related to material breach as contained herein. The non-breaching Party shall be entitled to recovery of reasonable costs and attorney fees incurred in seeking relief as provided for under this Provision, including but not limited to injunctive relief and damages. The Parties recognize that this is a provision of critical importance in this Agreement, and that each will take any and all necessary action to enforce this Agreement.
9. Damages/Expenses. All costs, damages and expenses incurred by a non-breaching party because of a default or a breach by the other party of this Agreement shall be the responsibility of the defaulting or breaching party.
10. Indemnification. Each party and its successors and assigns hereby agrees to indemnify, hold harmless and defend the other parties, and the other Parties' officers, agents, employees and representatives, from and against any and all liens, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may hereafter arise or be incurred, that are caused in whole or in part, by any negligent or wrongful act or omission of the indemnifying party, its officers, agents, employees and representatives.

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

If to Cache County:                      Cache County, State of Utah  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to North Logan:                      North Logan City, State of Utah  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Hyde Park:                      Hyde Park City, State of Utah  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Newton:                      Newton City, State of Utah  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Nibley:                      Nibley City, State of Utah  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_



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

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

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

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

Newton: NEWTON CITY, UTAH,  
a municipal corporation

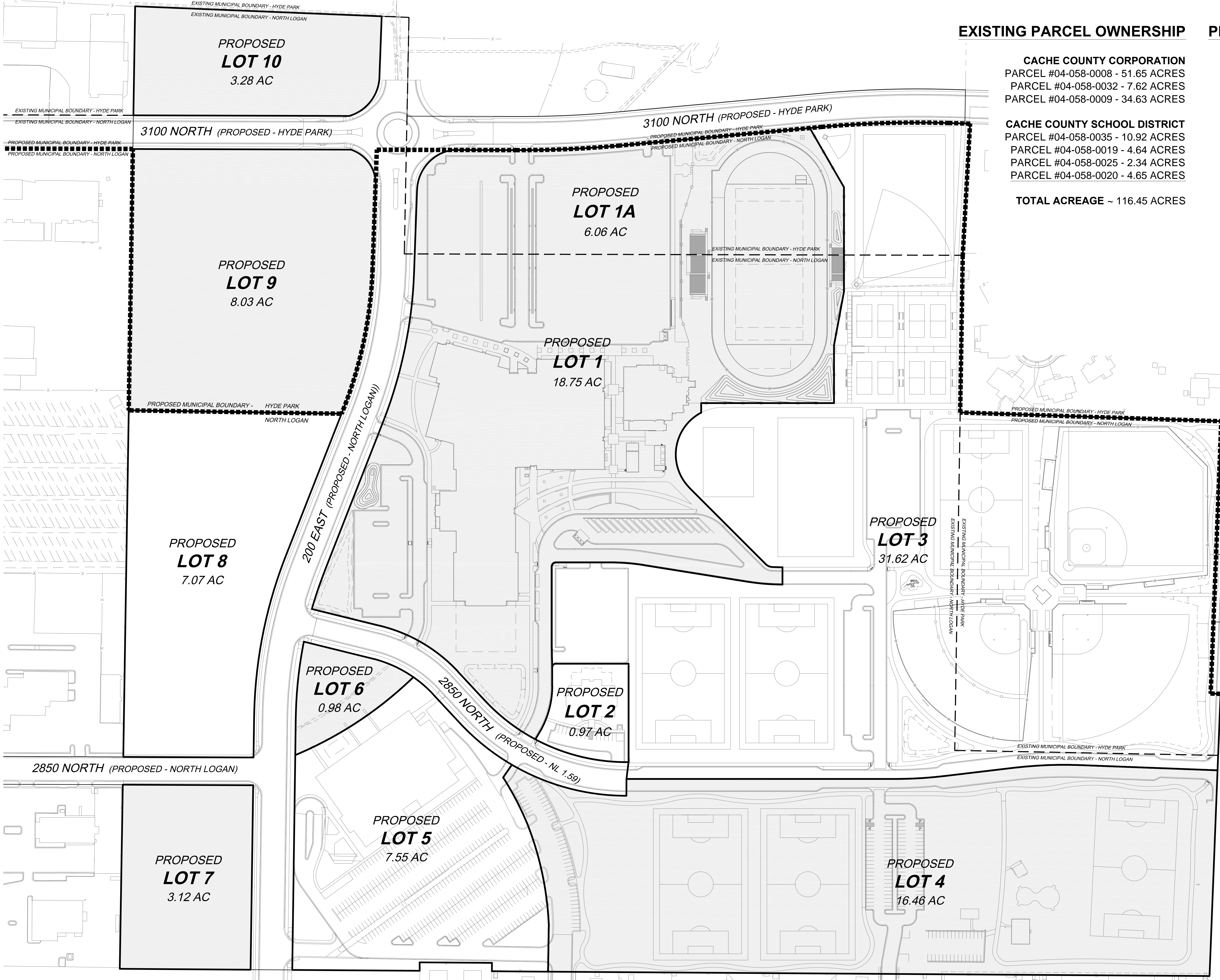
By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

Nibley: NIBLEY CITY, UTAH,  
a municipal corporation

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

(Proposed Cache Recreational Complex Site Plan and Lots)



**EXISTING PARCEL OWNERSHIP**

**CACHE COUNTY CORPORATION**  
 PARCEL #04-058-0008 - 51.65 ACRES  
 PARCEL #04-058-0032 - 7.62 ACRES  
 PARCEL #04-058-0009 - 34.63 ACRES

**CACHE COUNTY SCHOOL DISTRICT**  
 PARCEL #04-058-0035 - 10.92 ACRES  
 PARCEL #04-058-0019 - 4.64 ACRES  
 PARCEL #04-058-0025 - 2.34 ACRES  
 PARCEL #04-058-0020 - 4.65 ACRES

**TOTAL ACREAGE ~ 116.45 ACRES**

**PROPOSED LOT OWNERSHIP**

**CACHE COUNTY SCHOOL DISTRICT**  
 LOT 1 - 24.81 ACRES  
 LOT 2 - 0.97 ACRES

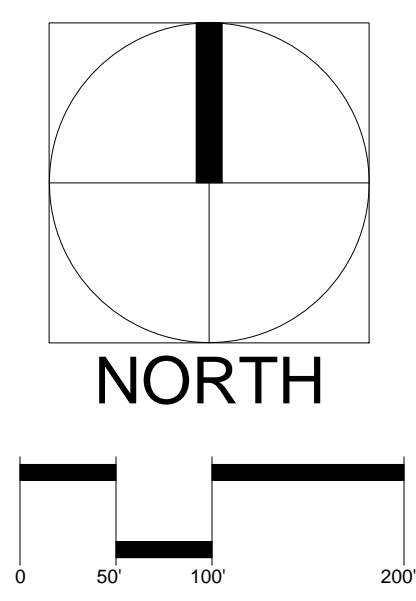
**NORTH LOGAN CITY**  
 LOT 3 - 31.62 ACRES  
 LOT 4 - 16.46 ACRES

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

**CACHE COUNTY CORPORATION**  
 LOT 6 - 0.98 ACRES (North Logan City)  
 LOT 7 - 3.12 ACRES (North Logan City)  
 LOT 8 - 7.07 ACRES (North Logan City)  
 LOT 9 - 8.03 ACRES (Hyde Park City)  
 LOT 10 - 3.28 ACRES (Hyde Park City)

**ROAD DEDICATIONS - 12.76 ACRES**

**TOTAL ACREAGE - 116.45 ACRES**



Cache - Landmark Engineering, Inc.  
 1011 W. 400 North, Suite 130  
 Logan, Utah 84321  
 435.713.0099 ph 435.713.0055 fax

**EXHIBIT B**

(Proposed 6(f) Conversion Parcels)

(Exhibit B-1 North Logan Parcels)

(Exhibit B-2 Hyde Park City Parcels)

(Exhibit B-3 Newton Parcels)

(Exhibit B-4 Nibley Parcel)

**EXHIBIT B-3**

**Newton Town Parcels**



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

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

**EXHIBIT B-2**

**Hyde Park City Parcels**



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

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

**EXHIBIT B-1**

**North Logan City Parcels**



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

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

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



**EXHIBIT B-4**

**Nibley City Parcels**



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

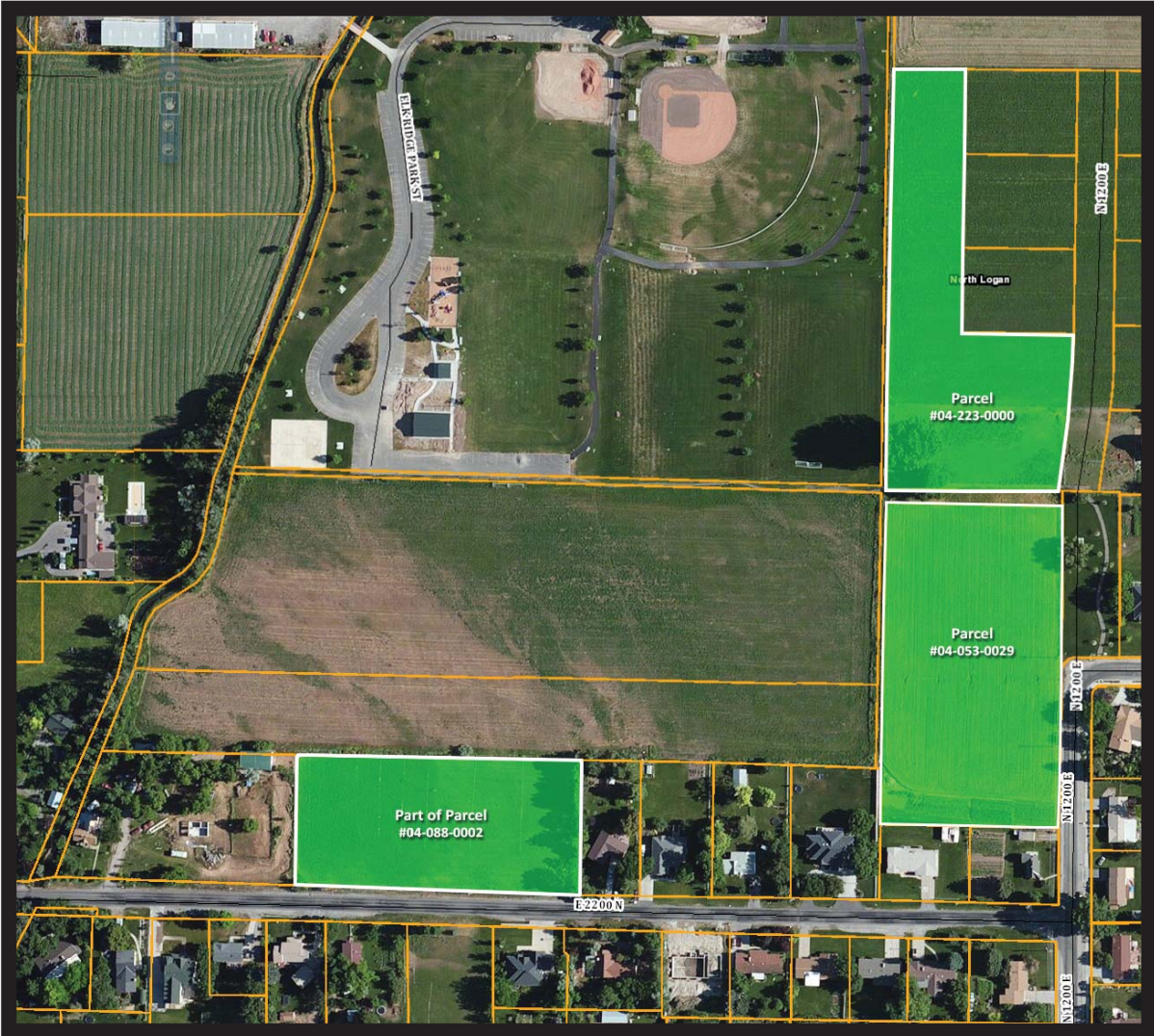


**EXHIBIT B - Valley-Wide Proposed 6(f) Replacement Parcel Locations**



# EXHIBIT B-1

## North Logan City Parcels



**Part of Parcel #04-088-0002**

Size - 2.37 AC

Current Zoning - RE1

Proposed Use - Active Recreation

**Part of Parcel #04-223-0000**

Size - 2.5 AC

Current Zoning - RE1

Proposed Use - Active Recreation

**Part of Parcel #04-058-0029**

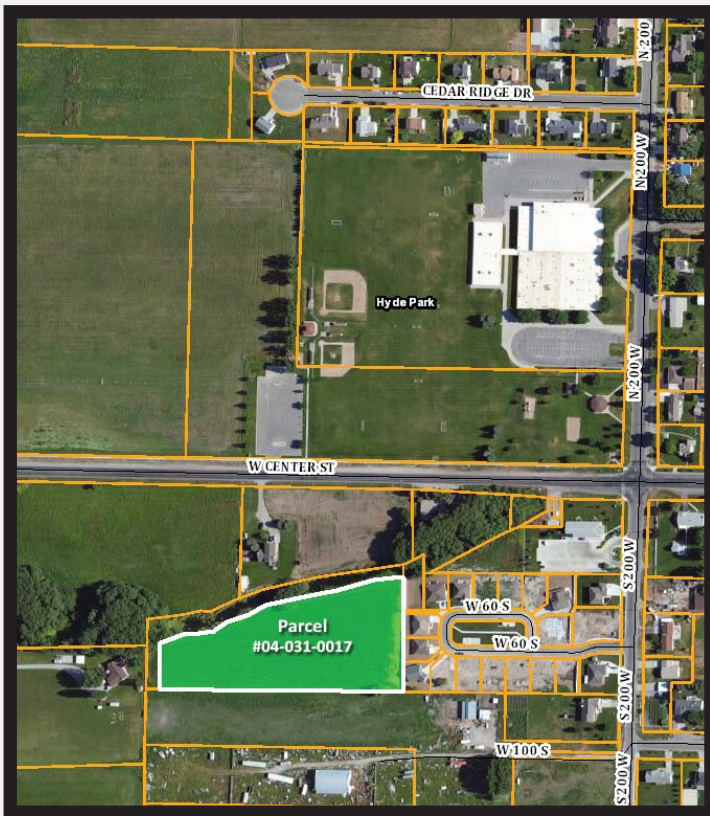
Size - 3.0 AC

Current Zoning - RE1

Proposed Use - Active Recreation

# EXHIBIT B-2

## Hyde Park City Parcels



### **Parcel #04-031-0017**

Size - 3.7 AC

Current Zoning - A1/RE20/R1

Proposed Use - Passive Recreation

### **Parcel #04-045-0015**

Size - 5.0 AC

Current Zoning - A1

Proposed Use - Active Recreation





# EXHIBIT B-3

## Newton Town Parcels



### **Parcel #13-023-0023**

Size - 0.59 AC

Current Zoning - R1 (Residential)

Proposed Use - Active Recreation

### **Parcel #13-023-0028**

Size - 0.59 AC

Current Zoning - R1 (Residential)

Proposed Use - Active Recreation

# EXHIBIT B-4

## Nibley City Parcels



### **Parcel #03-008-0004**

Size - 20 AC

Current Zoning - A10

Proposed Use - Active Recreation

**EXHIBIT C**

(Amended LWCF Permit Application)

**Amendment to LWCF Agreement between the State of Utah and Participant**

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

North Logan 13.79 acres to Cache Recreational Complex

North Logan 4.34 acres to Elk Ridge Park

Hyde Park 3.7 acres to Waite Park

Hyde Park 5.0 acres to 3100 North Park

Newton 1.18 acres to Town Park

Nibley 20 acres to Heritage Park

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

\_\_\_\_\_  
Participant

State of Utah  
Division of Parks and Recreation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Fred Hayes, Director

\_\_\_\_\_  
Title

**EXHIBIT D**

(Estimated Cost Sharing Proposal)

Exhibit D  
Estimated Cost Sharing Environmental Assessment

Proposed Cost Sharing Breakdown

	Parcels	%	Acreage Conversions	%	Acreage Final	%	Final %	Estimated Cost Sharing	
Cache County School District	5	25%	13.79	28%	13.79	19%	24%	\$ 24,389.42	* Does not include Surveys and Appraisals completed or Closing Costs
Cache County	3	15%	0.98	2%	0.98	1%	6%	\$ 6,181.81	
North Logan	3	15%	4.43	9%	26.43	37%	20%	\$ 20,591.91	
Hyde Park	4	20%	8.7	18%	8.7	12%	17%	\$ 16,809.36	
Newton	2	10%	1.18	2%	1.18	2%	5%	\$ 4,731.48	
Nibley	3	15%	20	41%	20	28%	28%	\$ 28,221.02	
	<b>20</b>		<b>49.08</b>		<b>71.08</b>		<b>100%</b>		

**Estimated Costs for Environmental Assessment**

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

**EXHIBIT E**

(Proposed Property Sales Proceeds Breakdown)

EXHIBIT E  
PROPERTY 200 EAST  
SALE PROCEEDS BREAKDOWN

Proposed Proceeds Sharing Breakdown

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

**Priority Reibursement Costs**

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

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

**EXHIBIT F**

(Proposed Funding Summary)



Exhibit F  
Proposed Funding Summary

**6(f) Conversion and Valuation--Exhibit F**

<b>Baseline</b>	<b>Acres</b>	<b>Price (per acre)</b>	<b>Total Price</b>	<b>Description</b>
Cache County Parcel	50.87	\$ 25,000	\$ 1,271,750	Acres to be converted / Total Value to be Converted
<b>District Conversion Requirement</b>				
Lot 1	18.75	\$ 25,000	\$ 468,750	
2850 N R/W	1.59	\$ 25,000	\$ 39,750	
Lot 2	0.97	\$ 25,000	\$ 24,250	
<i>Total School Requirement</i>			<b>\$ 532,750</b>	
<b>Preferred Conversions- District Land Purchases</b>				
			<b>Actual Purchase</b>	CCSD actual purchase price
Bingham	2.2	\$	105,000	\$ 313,872.00 *
Reeder	4.6	\$	167,000	\$ 172,309.00
Waite	5	\$	180,000	\$ 193,630.00
Farley	2.23	\$	67,346	\$ 438,495.00 *
<i>Total School Purchase</i>			<b>\$ 519,346</b>	<b>\$ 1,118,306.00</b>
<b>County Purchase Price</b>				
Parcel Purchase-Lot 1, 2, 2850 N R/W			\$ 13,404	Amount is equal to District Conversion Requirement - District Purchase Preferred Conversions
<b>Additional Conversions Required</b>				
Land Value Required			\$ 752,404	Remaining land value still required to convert
<b>Proposed Estimates</b>				
	<b>Acres</b>			
AWHC- Note		\$	500,000	
Preferred Alternative Land Purchases		\$	1,373,486	
Development Costs -New Parcels	34.31	\$	5,146,500	
Development Costs - Complex	21	\$	3,150,000	
North Logan--Utilities		\$	180,000	
<b>Total</b>		<b>\$</b>	<b>10,349,986</b>	
<b>Funding Summary</b>				
50% Development Costs by the City		\$	4,148,250	
Property Sale - 200 East Property		\$	2,100,000	
Cache County School District-County Parcel		\$	11,100	
Cache County School District-Preferred Parcels		\$	519,346	
Cache County School District- Road Parcel		\$	36,157	
Cache County School District- Road Development		\$	156,856	
Cache County School District-Impact Fees		\$	311,303	
RAPZ		\$	3,066,974	
<b>Total</b>		<b>\$</b>	<b>10,349,986</b>	