



**LOGAN CITY COUNCIL AGENDA
October 4, 2011**

Notice is hereby given that the Logan Municipal Council will hold its regular meeting beginning at **5:30 p.m. on Tuesday, October 4, 2011**, in the Logan Municipal Council Chambers located at 290 North 100 West, Logan, Utah.

5:30 p.m.

REGULAR MEETING AGENDA

1. **Call to Order – Chairman Herm Olsen**
2. Opening Ceremony
3. Acceptance of Minutes; Approval of Agenda
4. **2011 regular meeting schedule, 1st & 3rd Tuesdays, 5:30 p.m.: Next meeting: October 18, 2011**
5. **QUESTIONS AND COMMENTS FOR MAYOR AND COUNCIL:** Any person wishing to comment on any item not otherwise on the Agenda may address the City Council at this point by stepping to the microphone and giving his or her name and address for the record. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Council Chair. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-agenda items. Some items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

**ESTIMATED time
of consideration**

5:35

6. **MAYOR/STAFF REPORTS:**
 - A. Questar Gas – Steve Krebs

5:40

7. **COUNCIL BUSINESS:**
 - A. **Board Appointment** – Renewable Energy Conservation Advisory Board
 - B. **Meeting Reminder:** Canal Reconstruction/Stormwater Workshop for City Councils (Logan, North Logan, Hyde Park and Smithfield). Wednesday, October 12, 2011 from 6:00 to 7:00 p.m. at the Smithfield City Offices, 96 South Main, Smithfield.
 - C. Consideration of a resolution supporting the Endorsement of *Fight the New Drug* (FTND) – **Resolution 11-80**

5:45

8. **ACTION ITEM:**
 - A. **PUBLIC HEARING - Budget Adjustment FY 2011-12 appropriating:** \$15,091 for the reimbursement of supplying an engine boss and firefighter on the Idaho fire deployment; \$10,000 for the Emergency Management Performance Grant to assist with the expenses of local emergency management programs (salary, benefits, supplies and travel) - **Resolution 11-74**

5:55

9. **WORKSHOP ITEMS:**
 - A. **Budget Adjustment FY 2011-12 appropriating:** \$42,006 for lease interest payments inadvertently omitted from the FY 2012 adopted budget; \$2,906 for the Bullet Proof Vest Grant – **Resolution 11-78** – **Richard Anderson**
 - B. Consideration of a resolution approving recertification of the Logan Municipal Justice Court – **Resolution 11-76** – **Kymber Housley**
 - C. **Municipal General Election** – Consideration of a resolution approving polling locations and poll workers for the November 8, 2011 Municipal General Election – **Resolution - 11-77** - **Teresa Harris**
 - D. Consideration of a resolution to permit the Parks and Recreation Department to designate sidewalks in the Hyrum Gibbons Mount Logan Park accessible to dogs on a leash – **Resolution 11-79** – **Russ Akina**

6:30

10. **OTHER CONSIDERATIONS:**
11. **ADJOURN** to meeting of the Logan Redevelopment Agency

AGENDA CONTINUED ON OPPOSITE SIDE



LOGAN REDEVELOPMENT AGENCY
290 North 100 West, Logan UT 84321
Tuesday, October 4, 2011 – 6:30 p.m.
Welcome – Chairman Herm Olsen

AGENDA

ACTION ITEM:

A. PUBLIC HEARING - Consideration of a proposed resolution approving an addendum to the HyClone Laboratories, Inc. Redevelopment Agreement – **Resolution 11-75 RDA**

ADJOURN

On Friday, September 30, 2011, at 5:00 p.m. a copy of the foregoing notice was posted in conspicuous view in the front foyer of Logan City Hall, Logan, Utah. A copy of this notice was faxed to the Herald Journal. The Agenda was also posted on the Logan City website at www.loganutah.org and the State Public Meeting Notice website at <http://pmn.utah.gov>.

DATED THIS 30th OF SEPTEMBER 2011

Teresa Harris, City Recorder

Council Member's may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.

In compliance with the American with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Teresa Harris, City Recorder, at 435-716-9002, at least 24 hours prior to the meeting.

Logan Municipal Council Meetings are televised live as a public service by Channel 17

Council--In Progress:

Time of Day Electric Power Rates (Laraine Swenson 5/2008)

Anti-Idling Ordinance (Herm Olsen 7/07/09)

Council--Budget Issues

Impact Fees (Laraine Swenson – 2/10/10)

Future Council Agenda Item

(List revised 01/11)

Randy Watts, Mayor
Holly H. Daines, Council Member
Jay A. Monson, Council Member
Herm Olsen, Council Member
Dean W. Quayle, Council Member
Laraine Swenson, Council Member



RESOLUTION NO. 11-80

A RESOLUTION SUPPORTING EDUCATION EFFORTS ON THE HARMFUL
EFFECTS OF PORNOGRAPHY

WHEREAS, Fight the New Drug (hereinafter, FTND) is a non-profit organization created to fight the harmful effects of pornography through education; and

WHEREAS, FTND has developed an Outreach Program designed to educate the youth of our community on the harmful effects of pornography that can be presented at school assemblies and other similar types of gatherings; and

WHEREAS, the Municipal Council finds that FTND's efforts will benefit our community.

NOW, THEREFORE, BE IT RESOLVED BY THE LOGAN MUNICIPAL COUNCIL, that this Council supports FTND's outreach program to educate the community on the harmful effects of pornography, which said program is attached.

PASSED BY THE LOGAN MUNICIPAL COUNCIL, STATE OF UTAH, THIS
_____ DAY OF _____, 2011.

Herm Olsen, Council Chairperson

ATTEST:

Teresa Harris, City Recorder

**CITY OF LOGAN, UTAH
RESOLUTION NO. 11-74**

**BE IT RESOLVED BY THE LOGAN MUNICIPAL COUNCIL THAT THE
FOLLOWING ADJUSTMENTS BE MADE TO THE 2011-12 BUDGET:**

1. To appropriate funds for the reimbursement of supplying an engine boss and firefighter on Idaho fire deployment.

GENERAL FUND – FIRE DEPARTMENT

Revenue

Miscellaneous Revenue	100-000000-369000	\$15,091
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Expense

Fire Suppression Overtime	100-140105-414000	\$15,091
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2. To appropriate funds for the Emergency Management Performance Grant. This grant is to assist with the expenses of local emergency management programs (salary, benefits, supplies, and travel.)

GENERAL FUND –FIRE DEPARTMENT

Revenue

Federal Government Grants	100-000000-331000	\$10,000
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Expense

Fire Grants

Special Dept. Supplies	100-140600-443000	\$10,000
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THIS RESOLUTION duly adopted upon this _____ day of _____, 2011 by the following vote:

Ayes:

Nays:

Absent:

Herm Olsen, Chair

ATTEST:

Teresa Harris, City Recorder

**CITY OF LOGAN, UTAH
RESOLUTION NO. 11-78**

**BE IT RESOLVED BY THE LOGAN MUNICIPAL COUNCIL THAT THE
FOLLOWING ADJUSTMENTS BE MADE TO THE 2011-12 BUDGET:**

1. To appropriate funds for lease interest payments inadvertently omitted from the FY 2012 adopted budget.

GENERAL FUND

Revenue

Fund Reserve	100-000000-395000	\$42,006
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Expense

Nondepartmental Debt Service	100-110800-482020	\$42,006
Interest on Leases		

2. To appropriate funds for the Bullet Proof Vest Grant. This grant is to assist with the costs of bullet proof vest purchases.

GENERAL FUND-POLICE DEPARTMENT

Revenue

Nondepartmental	100-000000-331000	\$2,906
Federal Government Grants		

Expense

Police Grants	100-135600-443000	\$2,906
Special Departmental Supplies		

THIS RESOLUTION duly adopted upon this _____ day of _____, 2011 by the following vote:

Ayes:

Nays:

Absent:

Herm Olsen, Chair

ATTEST:

Teresa Harris, City Recorder

CITY OF LOGAN, UTAH

RESOLUTION NO. 11-76

**A RESOLUTION REQUESTING THE RECERTIFICATION OF THE LOGAN
MUNICIPAL JUSTICE COURT**

WHEREAS, the provisions of U.C.A. 78A-7-103 require that Justice Courts be recertified at the end of each four-year term; and,

WHEREAS, the term of the present Court shall expire in February 2012; and,

WHEREAS, the members of the City Council have received an opinion letter from Kymber Housley, Logan City Attorney, which sets forth the requirements for the operation of a Justice Court and the feasibility of continuing to maintain the same; and,

WHEREAS, the members of the City Council have determined that it is in the best interests of the City of Logan to continue to provide for a Justice Court;

BE IT RESOLVED, the City Council of the City of Logan, Utah, hereby requests recertification of the Logan Municipal Justice Court by the Justice Courts Standards Committee and the Utah Judicial Council.

BE IT FURTHER RESOLVED, that the City Council of the City of Logan hereby affirm their willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Logan Municipal Justice Court for the next four-year term of court, except as to any requirements waived by the Utah Judicial Council.

THIS RESOLUTION duly adopted by the Logan Municipal Council this ____ day of October, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

/s/ Herm Olsen, Chair

ATTEST:

/s/ Teresa Harris, City Recorder

**CITY OF LOGAN
RESOLUTION NO. 11-77**

**A RESOLUTION APPROVING POLLING PLACES
AND APPOINTING POLL WORKERS
FOR THE NOVEMBER 8, 2011 MUNICIPAL GENERAL ELECTION**

BE IT RESOLVED BY THE LOGAN MUNICIPAL COUNCIL that the attached list of poll workers are hereby appointed to serve for the Municipal General Election to be held November 8, 2011;

BE IT FURTHER RESOLVED that the Election Polling places, as listed, are hereby approved.

PASSED BY THE LOGAN MUNICIPAL COUNCIL THIS 18th day of October 2011 by the following vote:

Ayes:

Nays:

Absent:

Herm Olsen, Chair

ATTEST:

Teresa Harris, City Recorder

CITY OF LOGAN, UT
SEPTEMBER 13, 2011 MUNICIPAL ELECTION
POLL WORKERS AND POLLING LOCATIONS (revised 9/30/2011)

LOGAN 01 and 07 – Logan Senior Citizens Center – 240 North 100 East – REGISTERED VOTERS 1,152

YES	*Darla Yeates	281 S 100 E	84321	752-9027	
YES	Gail Yost	261 S 100 E	84321	752-2135	
YES	NOV 8 ONLY Celia Z. Bennett	250 N 200 E	84321	787-8669	czbennett@q.com
YES	Sandra Nielsen	297 E 200 N	84321	752-4819	

LOGAN 02,03,33 Willow Park Zoo Education Building – 419 West 700 South – REGISTERED VOTERS 3,195

YES	*Brenda Russell	980 W 370 S	84321	750-0890	bjrussell59@aol.com
YES	Parma Kendrick	848 Threepoint Ave	84321	752-3198	
YES	Sharon Gould	38 W 400 S	84321	752-4624	

LOGAN 04, 25 –Cache West Stake Center (Willow Valley Bldg) 825 North 200 West – REGISTERED VOTERS 1,650

YES	*Marianne Stockdale	302 W 775 N	84321	752-7043	
YES	Renee Nolan	446 N 400 W	84321	750-5057	
YES	Wayne Jolley	413 S 780 W	84321	792-4456	jolleycrew@yahoo.com
YES	Sue Anne Thompson	483 W 400 N	84321	753-0536	kentsueanne@burgoyne.com

LOGAN 05, 06 – Sunshine Terrace – 225 North 200 West – REGISTERED VOTERS 872

YES	*Bill Moore	461 W 500 N	84321	752-6996	
YES	Lillian Kidd	47 S 200 W	84321	752-1598	
YES	NOV 8 ONLY Karen Low	325 N 150 W	84321	752-4500	

LOGAN 08 and 10 – Logan Senior Citizens Center – 240 North 100 East – REGISTERED VOTERS 1,416 & 2,568

YES	*Wayne Hubbard	874 N 250 W	84321	753-1694	debahubb@q.com
YES	Jeanette Hobbs	254 S 200 E	84321	752-3057	

LOGAN 09, 24 - Wilson School - 89 South 500 East – REGISTERED VOTERS 1,309

YES	*Debra Henrie	100 Pinewood Dr	84321	753-0069	dafhenrie@gmail.com
YES	Jerene Weeks	353 E 200 S	84321	752-2681	
YES	Judy Doney	462 Larkspur Dr.	84321	757-0218	

LOGAN 11, 15, 23 – Logan 10th Ward – 792 North 500 East – REGISTERED VOTERS 2,920

YES	*Dixie Crook	556 N 500 E	84321	753-4544	
YES	Sarah McDaniel	PO Box 104	84323	757-3424	
YES	ancy Blackburn	839 N 500 E	84321	753-3933	

LOGAN 12, 19, 20 - Lundstrom Student Center - 1295 E 1000 N – REGISTERED VOTERS 3,598

YES	*Betty Geertsen	1255 N 1400 E	84341	752-7125	geertsen1255@comcast.net
YES	– NOV 8 ONLY Linda Hodges	1519 E 1260 N	84341	753-1751	
YES	Sue Perry	1559 E 1260 N	84341	752-8159	
YES	Virginia Cannon	1771 E 1700 N	84341	753-4640	

LOGAN 13, 21 - Lundstrom Student Center - 1295 E 1000 N – REGISTERED VOTERS 1,291 & 4,889

YES	*Sharon Norton	1682 E 1185 N	84341	753-7482	nortonps@hotmail.com
YES	Sue Stephens	1725 E 1220 N	84341	752-1579	susanwstephens@yahoo.com
YES	Vernett Jones	1647 E 1185 N	84341	752-4148	

LOGAN 14, 22- Logan 8-25 LDS Ward Church - 325 Lauralin Drive – REGISTERED VOTERS 1,858

YES	*Elaine Jarrett	95 Crockett Ave	84321	752-5854	
YES	DeAnn Olsen	286 N 1170 E	84321	755-7168	
YES	Lorene Pitkin	130 N 875 E	84321	752-8510	

LOGAN 16, 18, 26, 28 – LDS Central Stake Center, 1255 North 600 East – REGISTERED VOTERS 3,881

YES	*Peggy Elwood	455 E 1150 N	84341	753-4360	ptelwood@comcast.net
YES	Jill K. Porter	246 E 1100 N	84341	753-5509	
YES – NOV 8 ONLY	Carol Jarvis	450 E 1200 N	84341	752-2179	caj450@aol.com
YES	LuAnn Nielson	295 E 700 N	84321	753-4422	

LOGAN 17, 30, 31 – LDS Cache Stake Center, 250 West 1200 North – REGISTERED VOTERS 3,658

YES	*Sherry Cook	1865 N 200 W	84341	753-2725	
YES	Ronald Hornsby	1072 N 250 W	84321	755-0406	
YES	Dorene Knowles	789 N 150 W	84321	753-4917	

LOGAN 27, 32 – Logan River 2nd Ward – 94 West 600 South – REGISTERED VOTERS 1,859

YES	*Kristie Cooley	75 Ballard Way	84321	752-4862	
YES	Diane Ogden	111 W 1290 S	84321	890-6362	
YES	Irene Cooper	50 E 1500 S Place	84321	764-6948	

LOGAN 29 - Eastridge LDS Church - 1350 Eastridge Drive – REGISTERED VOTERS 961

YES	*Lorene Orgill	75 S 1300 E	84321	787-1085	
YES	Karen Miller	1148 Eastridge Dr	84321	755-9068	
YES	Lea Christensen	911 Canterbury Dr	84321	753-6855	

Poll Manager and the Designated person to Pick up the Election Supplies*Early Voting****Wayne Jolley – YES – All Days****Brenda Russell – YES – Oct 31.****Kristie Cooley YES – All Days except for Oct 31.****TOTAL REGISTERED VOTERS - 29,620**

**CITY OF LOGAN
RESOLUTION NO. 11-79**

**A RESOLUTION TO PERMIT THE PARKS AND RECREATION DEPARTMENT TO DESIGNATE SIDEWALKS IN
HYRUM GIBBONS MOUNT LOGAN PARK ACCESSIBLE TO DOGS ON LEASH**

WHEREAS, The City of Logan owns Hyrum Gibbons Mount Logan Park and it is maintained by the Parks and Recreation Department, and

WHEREAS, dogs are permitted on sidewalks on leash at Stewart Nature Park and Sumac Park, and on City-owned public trails, and

WHEREAS, dogs are permitted off-leash at Rendezvous Park and at the Harris Nature Preserve at Dry Canyon; and

WHEREAS, dog owners are required to comply with established City ordinances and park rules at all times, and

WHEREAS, the purpose of this resolution is to permit access through a City park on sidewalks in a City park and by no means permits a dog owner to let their dog off leash or to leave a sidewalk in a park at anytime; and

WHEREAS, all dog owners are required to remove dog waste immediately from City parks and trails and dispose of waste in appropriate trash can receptacles; and

WHEREAS, City Park personnel monitor all permitted locations for compliance and should any permitted location found not to be in compliance, the Parks and Recreation Department will recommend to the Logan Municipal Council to terminate access.

NOW, THEREFORE, BE IT RESOLVED BY THE LOGAN MUNICIPAL COUNCIL, that this Council permit the Parks and Recreation Department to designate sidewalks in Hyrum Gibbons Mount Logan Park for access to dogs on leash in accordance with existing City ordinances and park rules.

PASSED BY THE LOGAN MUNICIPAL COUNCIL, STATE OF UTAH, THIS ____ DAY OF _____, 2011.

Herm Olsen, Council Chairman
Logan Municipal Council

ATTEST:

Teresa Harris, City Recorder
City of Logan



**CITY OF LOGAN
REDEVELOPMENT AGENCY**

**Resolution A RESOLUTION APPROVING AN ADDENDUM TO
No. 11-75 RDA THE HYCLONE LABORATORIES, INC. AGREEMENT
 TO DEVELOP LAND**

WHEREAS, an Agreement to Develop Land was entered into on December 10, 2007 between HyClone Laboratories, Inc. and the Redevelopment Agency of the City of Logan; and

WHEREAS, it has become necessary to modify and clarify said agreement;

NOW THEREFORE BE IT RESOLVED, that the Redevelopment Agency of the City of Logan does hereby approve the attached Addendum to the Agreement to Develop Land.

This resolution duly adopted upon this ____ day of October 2011, by the following vote:

Ayes:
Nays:
Absent:

Herm Olsen, Chair
Redevelopment Agency

Attest:

Teresa Harris, City Recorder

ADDENDUM TO REDEVELOPMENT AGREEMENT

This ADDENDUM to the HyClone Laboratories Agreement to Develop Land, dated December 10, 2007, (the "ADL") is entered into this ___ day of _____, 2011, by and between HYCLONE LABORATORIES, INC, organized under the laws of the State of Utah, hereinafter referred to as the "**Developer**", and LOGAN REDEVELOPMENT AGENCY, a political subdivision of the City of Logan, hereinafter referred to as the "**Agency**". Developer and Agency are hereinafter collectively called the "**Parties**."

WHEREAS, Developer desires to amend the above referenced ADL to modify and clarify certain provisions of the ADL; and

WHEREAS, with the modifications and clarifications set forth below, the Agency finds the Developer in compliance with the terms and conditions of the ADL as of the date of this addendum.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises set forth herein, the representations and actions of the Parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree to amend the ADL as follows:

1. Agency hereby affirms that all conditions and requirements related to Phase I of the ADL have been met and complied with and there are no conditions of default.
2. Developer has requested and Agency has agreed to modify Phase II of the ADL due to changing market dynamics for the Developer. Therefore, 4.2a "Phase II" of the ADL is hereby amended to read as follows:
 - a. Phase II. Phase II of Developer's expansion project is described as follows:
 1. The completion of a \$5.2 million investment in projects beyond the original bioprocess container manufacturing facility. These projects include: BioCenter upgrades and expansion; liquid cell culture media facility build-out and upgrades to meet new Pharma GMP and European Union requirements; establishment of a new lab; and creation of a Business Market Development group to support technical sales.
 2. The creation of a minimum of 156 new jobs on-site of Developer's Logan operations, which pay an average wage of at least ~~\$333,2071~~ 504 per year plus benefits. The Developer shall submit to the Agency a jobs report by February 28 of the year following completion of Phase II, which shows: a) the number of new full-time positions by job title; b) the total actual wages and benefits; and c) the average annual wages and benefits. The Agency shall have the right to verify said report through an audit.



3. In the event that the Developer elects to complete, and does complete, Phase II, as set forth in this agreement, the City will be able to generate a minimum property tax increment of \$177,377.00.

3. Agency hereby affirms that all conditions and requirements related to Phase II of the ADL (as amended) have been met and complied with and there are no conditions of default.

4. Developer has requested and Agency has agreed to modify Phase III of the ADL due to changing market dynamics for the Developer. Therefore, 4.2b "Phase III" of the ADL is hereby amended to read as follows:
 - b. Phase III. Phase III of Developer's expansion project is described as follows:
 1. the completion on the Optioned Property of a \$5 to 5.5 million building(s), consisting of 80,000 square feet for warehouse facilities.
 2. in the event that the Developer elects to complete, and does complete, Phase III, as set forth in this agreement, the City will be able to generate a minimum property tax increment of \$107,532.00.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

AGENCY:
REDEVELOPMENT AGENCY OF THE CITY OF LOGAN

Herm Olsen, Chairperson

Randy Watts, Chief Administrative Officer

DEVELOPER:

HyClone Laboratories, Inc.
A Utah Corporation

By: _____

ADDENDUM TO REDEVELOPMENT AGREEMENT

This ADDENDUM to the HyClone Laboratories Agreement to Develop Land, dated December 10, 2007, (the "ADL") is entered into this ___ day of _____, 2011, by and between HYCLONE LABORATORIES, INC, organized under the laws of the State of Utah, hereinafter referred to as the "**Developer**", and LOGAN REDEVELOPMENT AGENCY, a political subdivision of the City of Logan, hereinafter referred to as the "**Agency**". Developer and Agency are hereinafter collectively called the "**Parties**."

WHEREAS, Developer desires to amend the above referenced ADL to modify and clarify certain provisions of the ADL; and

WHEREAS, with the modifications and clarifications set forth below, the Agency finds the Developer in compliance with the terms and conditions of the ADL as of the date of this addendum.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises set forth herein, the representations and actions of the Parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree to amend the ADL as follows:

1. Agency hereby affirms that all conditions and requirements related to Phase I of the ADL have been met and complied with and there are no conditions of default.
2. Developer has requested and Agency has agreed to modify Phase II of the ADL due to changing market dynamics for the Developer. Therefore, 4.2a "Phase II" of the ADL is hereby amended to read as follows:
 - a. Phase II. Phase II of Developer's expansion project is described as follows:
 1. The completion of a \$5.2 million investment in projects beyond the original bioprocess container manufacturing facility. These projects include: BioCenter upgrades and expansion; liquid cell culture media facility build-out and upgrades to meet new Pharma GMP and European Union requirements; establishment of a new lab; and creation of a Business Market Development group to support technical sales.
 2. The creation of a minimum of 156 new jobs on-site of Developer's Logan operations, which pay an average wage of at least \$31,504 per year plus benefits. The Developer shall submit to the Agency a jobs report by February 28 of the year following completion of Phase II, which shows: a) the number of new full-time positions by job title; b) the total actual wages and benefits; and c) the average annual wages and benefits. The Agency shall have the right to verify said report through an audit.

3. In the event that the Developer elects to complete, and does complete, Phase II, as set forth in this agreement, the City will be able to generate a minimum property tax increment of \$177,377.00.
3. Agency hereby affirms that all conditions and requirements related to Phase II of the ADL (as amended) have been met and complied with and there are no conditions of default.
4. Developer has requested and Agency has agreed to modify Phase III of the ADL due to changing market dynamics for the Developer. Therefore, 4.2b "Phase III" of the ADL is hereby amended to read as follows:
 - b. Phase III. Phase III of Developer's expansion project is described as follows:
 1. the completion on the Optioned Property of a \$5 to 5.5 million building(s), consisting of 80,000 square feet for warehouse facilities.
 2. in the event that the Developer elects to complete, and does complete, Phase III, as set forth in this agreement, the City will be able to generate a minimum property tax increment of \$107,532.00.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

AGENCY:
REDEVELOPMENT AGENCY OF THE CITY OF LOGAN

Herm Olsen, Chairperson

Randy Watts, Chief Administrative Officer

DEVELOPER:

HyClone Laboratories, Inc.
A Utah Corporation

By: _____

REDEVELOPMENT AGREEMENT

This Agreement is entered into this 16 day of December, 2007, by and between HyClone Laboratories, Inc., a corporation formed under the laws of the State of Utah, hereinafter referred to as the "**Developer**", and the Redevelopment Agency of the City of Logan, a political subdivision of the City of Logan, hereinafter referred to as the "**Agency**". Developer and Agency are hereinafter referred to collectively as the "**Parties**", or individually as a "**Party**".

The purpose of this Agreement is to effectuate an incentive to the Developer who is desirous of expanding its manufacturing and office facilities. Development of the property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Logan and the health, safety, morals, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

WHEREAS, the Developer manufactures and markets products for the biopharmaceutical industry and desires to expand its facilities in the Logan River Redevelopment Project Area (Logan River RPA), located at 925 West 1800 South, Logan, Utah; and

WHEREAS, the expansion of said facilities contributes to the achievement of development goals for the Logan River RPA, including: a \$9 million facilities expansion of approximately 37,000 sq. ft., with exemplary facilities and landscaping and providing approximately 70 new jobs with an average wage of at least \$31,042.00, plus benefits; and

WHEREAS, Developer has requested that the Agency assist in development of said expanded facilities through certain incentives; and

WHEREAS, the Agency has adopted policies for assistance in projects and improvements in Redevelopment Areas; and

WHEREAS, the Economic Development Committee has reviewed the proposed investment and recommends its approval; and

WHEREAS, the Logan Redevelopment Agency passed Resolution 07-73RDA to facilitate Developer's project.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the representations and actions of the Parties hereto and other consideration, the sufficiency and

adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **RESPONSIBILITIES.** All responsibilities, rights, obligations, and privileges of the Parties shall be as stated herein.

2. **PROJECT.** Phase I of the project (the "Project") is a \$9 million, two-story, 37,000 square feet manufacturing and office facility located at 925 West 1800 South, Logan, Utah. The Project shall be constructed and completed substantially as represented by Developer in the site and construction plans that are or will be approved by the City of Logan Planning Commission as set forth in the Design Review Permit PC#07-077, which was conditionally approved on September 27, 2007, and as such plans may, from time to time, be modified or amended as proposed by Developer and approved by the appropriate authority from the City of Logan, hereinafter "City." The Project shall also include the installation by the Developer of curb, gutter, sidewalk and landscaping along the frontage of parcels # 02-083-0009, # 02-083-0010, # 02-083-0011 adjacent to Highway 89/91. Said plans and planning commission approvals are hereby incorporated by reference and become terms and conditions of this Agreement.

3. **DEVELOPER'S RESPONSIBILITIES.**

3.1 **Construction of Project.** The Developer shall:

a. construct and complete the Project in accordance with the requirements of this Agreement;

b. maintain each portion of the Project after it is constructed and installed;

c. cause the facilities of the Project that are constructed (including any optional future phases as described herein) to be occupied during the term of this Agreement or until December 31, 2015, whichever is later;

d. Complete and occupy Project no later than December 31, 2008, provided that such date shall be extended for the time period of any delay (i) resulting from a force majeure event (as set forth in Section 25), or (ii) caused in whole or in part by the Agency and/or the City.

3.2 **Tax Increment.** The Developer shall be responsible for constructing the Project as set forth in this agreement, which will enable the City to generate the necessary property tax increment through the assessed values of the Project in the amount of \$433,598.00.

3.3 **Compliance.** The Project shall be built in substantial conformance with all applicable laws, including:

a. the International Building Code and the Logan Municipal Code, including but

not limited to, obtaining all required inspections;

b. planning commission permits, conditions and approvals and as such permits, conditions and approvals may be modified or amended from time to time; and

c. all applicable federal and state labor standards.

3.4 Plans. All plans for the Project will be prepared, submitted and reviewed according to all federal, state and local laws and regulations.

3.5 Responsibility for Plans. The Developer shall take all actions and pay all costs necessary to prepare all of the Project plans ("Project Plans") to meet the specifications of the City; provided, Developer shall not be responsible for the preparation of or for the costs of preparation of any plans related to infrastructure improvements to be completed by the City at the City's expense. The Developer will complete all Project Plans to City standards and specifications.

3.6 Submission for Approval. Whenever one Party submits plans, drawings or other documents to another Party for approval, a reasonable time shall be allotted for reviewing and approving plans submitted for the Project, and the receiving party shall review such submissions and respond within such reasonable period of time.

3.7 Responsibility for Construction and Financing. The Developer shall be responsible for providing all construction financing and shall be responsible for performing the actual construction of the development comprising the Project and for the payment of all construction costs.

3.8 Permits. Before commencement of the construction or development of any buildings, structures or other work on improvements for the Project, the Developer shall, at its own expense, secure, or cause to be secured, any and all permits required in order to construct the Project, and the Agency shall cooperate as reasonably necessary to enable the Developer to do so expeditiously.

3.9 Job Creation. The Developer shall create a minimum of 70 new jobs at the Project site prior to December 31, 2009 that pay an average wage of at least \$31,042.00 per year plus benefits. The Developer shall submit to the Agency a jobs report by February 29, 2010, which shows: a) the number of new full-time positions by job title; b) the total actual wages and benefits; and c) the average annual wages and benefits. The Agency shall have the right to verify said report through an audit.

3.10 Non-Discrimination. The Developer for itself and its successors and assigns, agrees that during the construction of the improvements of the Project, the Developer shall not illegally discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, ancestry, national origin, handicap or disability. The Developer shall take

action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, ancestry, or national origin.

4. AGENCY'S RESPONSIBILITY.

4.1 Property Transfer. Upon Project approval, Agency shall deed to Developer, by warranty deed, approximately 2.9 acres of land identified as Cache County parcel # 02-083-0009 and more particularly described in attached Exhibit A, and all right, title, and interest appurtenant thereto, and hereinafter referred to as "Project Site." The Agency shall hold a Trust Deed and Note from Developer, in a form reasonably acceptable to the Developer, payable to the Agency in the amount of \$750,000.00 on the Project Site for the purpose of securing Developer's performance of Developer's obligations for the Project as set forth in this Agreement. Developer's failure to meet its obligations for the Project as set forth in this Agreement shall cause the Note to be due and payable and upon payment of the Note the Trust Deed shall be reconveyed to the Developer. Upon the successful completion of said obligations for the Project, Trust Deed shall be reconveyed to the Developer and the Note shall be deemed satisfied and the original Note will be cancelled and returned to the Developer. The Project Site shall be conveyed to the Developer free and clear of any and all liens, claims and encumbrances, except for the following: i) City of Logan storm water easement; ii) other exceptions as may be shown on a preliminary title report. All property taxes and assessments shall be prorated as of the date of the deed, on the basis of a 365 day year, with the Agency being charged and credited for all of same up to and including such date and Developer being charged and credited for all of same after such date.

4.2 Option. Agency shall grant to the Developer an option to acquire Agency's parcels # 02-083-0010, # 02-083-0011, and # 02-083-0020, which are located north of the Project Site, consisting of approximately 4.35 acres and more particularly described in Exhibit B (the "Optioned Property"). Upon exercise of the option by the Developer, the Agency shall convey the Optioned Property and all right, title, and interest appurtenant thereto to the Developer by warranty deed, free and clear of any and all liens, claims and encumbrances, except for the following: i) Communications Site Lease Agreement (Darrel Buttars, subleased to Nextel West Corporation) which said lease shall be assigned to Developer at closing; ii) A.B. Warehouse easement; iii) William L. and Karen T. Zollinger easement; iv) other exceptions as may be shown on a preliminary title report. All property taxes and assessments shall be prorated as of the date of the deed, on the basis of a 365 day year, with the Agency being charged and credited for all of same up to and including such date and Developer being charged and credited for all of same after such date. As part of this option, Agency agrees not to sell, convey, develop, cause to be developed, lease (except for the aforementioned Communications Site Lease Agreement), or otherwise dispose of all or any portion of the Optioned Property or any right, title or interest therein for the duration of the option term. The option term shall be effective through December 31, 2013 but will terminate early, on December 31, 2011, if Developer fails to commence and substantially complete Phase II by December 31, 2011, provided that such date shall be extended for the time period of any delay (i) resulting from a force majeure event (as set forth in Section 25), or (ii) caused in whole or in part by the Agency and/or the City. Upon transfer of the

Optioned Property to the Developer, the Agency shall hold a Trust Deed and Note on the Optioned Property for the sole purpose of securing Developer's performance of the obligations that extend to the construction and completion of Phases II and III. The Trust Deed and Note shall be handled in the same manner as set forth in Section 4.1.

- a. Phase II. Phase II of Developer's expansion project is described as follows:
 1. the completion of a \$4.7 million build-out of the second story of the Project, intended to house management, marketing and research and development functions. The build-out will serve as a product showcase for customers, as well as an R & D innovation center.
 2. the creation of a minimum of 65 new jobs on-site, which when combined with the Project jobs, pay an average wage of at least \$42,534 per year plus benefits. The Developer shall submit to the Agency a jobs report by February 28 of the year following completion of Phase II, which shows: a) the number of new full-time positions by job title; b) the total actual wages and benefits; and c) the average annual wages and benefits. The Agency shall have the right to verify said report through an audit.
 3. in the event that the Developer elects to complete, and does complete, Phase II, as set forth in this agreement, the City will be able to generate a minimum property tax increment of \$123,941.00.

- b. Phase III. Phase III of Developer's expansion project is described as follows:
 1. the completion on the Optioned Property of a \$5.38 million building, consisting of 32,000 square feet for office, warehouse and clean room space.
 2. the creation of a minimum of 38 jobs on-site , which when combined with Project and Phase II jobs, pay an average wage of at least \$44,485.00 per year, plus benefits. The Developer shall submit to the Agency a jobs report by February 28 of the year following completion of Phase III, which shows: a) the number of new full-time positions by job title; b) the total actual wages and benefits; and c) the average annual wages and benefits. The Agency shall have the right to verify said report through an audit.
 3. in the event that the Developer elects to complete, and does complete, Phase III, as set forth in this agreement, the City will be able to generate a minimum property tax increment of \$70,177.00.

4.3 Easement Agreement. In the event (i) Developer does not develop Phase II and III of Developer's expansion project and the option terminates, and (ii) the Agency is unable, after using its best efforts, to obtain the necessary governmental approvals for a means of ingress to and egress from the Optioned Property along its boundary with Highway 89/91, Developer agrees to grant to the Agency an access easement to the Optioned Property through the Project Site or at a location on Developer's property as mutually agreed to by the Parties.

4.4 It is an express condition precedent to the Agency's obligations under this Agreement that the Developer must be in substantial compliance with the terms of this Agreement;

5. DEFAULT. The failure of any Party to perform any of its obligation under this Agreement within the time periods specified herein or in the Project Plans, or if none is specified, within a commercially reasonable period of time, if such failure continues for 30 days after written notice from the other Party, shall constitute an "Event of Default". If an Event of Default cannot reasonably be cured within such 30-day period, the defaulting Party shall have such additional time as is reasonably necessary to cure the Event of Default so long as the defaulting Party commences the cure within such 30-day period and thereafter diligently pursues such cure to completion.

6. REMEDIES.

6.1 Upon the occurrence of an Event of Default by the Developer, which is not cured within the time period specified in Section 5 above, the Agency, as its sole remedy, shall have the right to terminate this Agreement and foreclose under the Trust Deed.

6.2 Upon the occurrence of an Event of Default by the Agency, which is not cured within the time period specified in Section 5 above, the Developer, as its sole remedy, shall have the right to seek specific performance.

7. ADMINISTRATIVE REPRESENTATIVES. The designated representatives of the Parties for purposes of administering this Agreement shall be as designated by Developer and Agency.

8. INDEPENDENT CONTRACTOR. For the purpose of this Agreement, it is understood that the Parties are independent contractors and no employee or agent of one is, for any purpose of this Agreement, an employee or agent of the other. Nothing contained herein, or any of the obligations of the Parties hereunder, shall in any manner inure to the benefit of third parties.

9. INDEMNIFICATION. To the extent caused by the Developer and its employees and agents, the Developer agrees and covenants to hold the Agency harmless, and to indemnify and defend the Agency and its officers and agents from and against any and all claims for loss, damage or injury, including death, sustained by any person and damage or injury to property and

for all expenses, including reasonable attorney's fees incurred or thereby arising from the negligence of the Developer's principals, staff, agents, contractors or employees under the provisions of this Agreement. The indemnification under this Agreement shall survive the termination of this Agreement with respect to any matters arising prior to the termination of this Agreement.

To the extent caused by the Agency and its employees and agents, the Agency agrees and covenants to hold the Developer harmless, and to indemnify and defend the Developer and its officers and agents from and against any and all claims for loss, damage or injury, including death, sustained by any person and damage or injury to property and for all expenses, including reasonable attorney's fees incurred or thereby arising from the negligence of the Agency's principals, staff, agents, contractors or employees under the provisions of this Agreement. The indemnification under this Agreement shall survive the termination of this Agreement with respect to any matters arising prior to the termination of this Agreement.

Notwithstanding the foregoing, neither party shall be liable to the other for any incidental, special, indirect or consequential damages.

10. **INTEGRATED DOCUMENT.** This Agreement memorializes the incentives agreed to between the Agency and the Developer. This Agreement embodies the entire agreement between the Agency and the Developer for the scope of services and their terms and conditions. No verbal agreements or conversation with any officer, agent or employee of either party prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon such party.

11. **AMENDMENTS.** This Agreement may be amended only by written agreement of the Parties.

12. **TRANSFERS.** Except as otherwise expressly provided herein, no Party shall encumber, lease, assign, convey, or otherwise transfer all or any portion of that Party's rights or obligations under this Agreement or to the Project without the prior written consent of the other Party.

13. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective permitted successors and assigns.

14. **WAIVERS.** No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.

15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the law of the State of Utah.

16. **RELATIONSHIP.** Nothing in this Agreement shall create between the Parties, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise.

17. **NOTICES.** Each notice associated with this Agreement shall be in writing and shall be effected by personal service, by prepaid overnight courier or by deposit of such with the United States Postal Service, or any successor thereto, and said deposit having been designated as certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been given upon the date of receipt by the addressee.

The Parties shall have the right to change address(es), and shall within 10 days of any such address(es) change, provide written notice of such change to other Parties hereto. Notice to the Parties shall be addressed as follows:

The Developer:

HyClone Laboratories, Inc.
Attention: President
925 West 1800 South
Logan, Utah 84321

with a copy concurrently to:

Thermo Fisher Scientific Inc.
81 Wyman Street
Waltham, MA 02454
Attn: General Counsel

The Agency:

Logan Redevelopment Agency
Chief Administrative Officer
255 North Main Street
Logan, UT 84321

with a copy to:

Logan City Attorney
255 North Main Street
Logan, UT 84321

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but a single instrument.
19. **CONSTRUCTION.** No rule of strict construction shall be applied against any Party.
20. **COOPERATION.** The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.
21. **EXHIBITS.** All Exhibits attached hereto are incorporated herein by reference.
22. **KNOWLEDGE.** The Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.
23. **SUPREMACY.** In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this document shall govern.
24. **PRIOR AGREEMENTS.** The Parties agree by executing this agreement to dissolve the prior redevelopment agreement between the Parties, dated January 9, 2002, without further obligation to either Party.
25. **FORCE MAJEURE.** Neither party shall be liable to the other for failure to perform any obligation under this Agreement which is due in whole or in part to strike, riot, war, fire, accident, transportation conditions, act of God, curtailment or failure to obtain electrical or other energy supplies, supplier or customer caused delays, inability to obtain labor, materials or manufacturing facilities, compliance with any law, regulation or order of any governmental entity, failure to obtain all necessary licenses, permits or approvals from any governmental entity (after reasonable efforts to obtain such licenses, permits or approvals) or due to any unforeseen circumstances or other causes beyond such party's control, as the case may be.
26. **AGENCY'S REPRESENTATIONS AND WARRANTIES.**

The Agency represents, warrants and covenants to and with the Developer, with respect to the Project Site and the Optioned Property (for the purposes of this Section 26, the "Property"), that:

26.1 The Agency now has and will have at the date of the deed fee simple title to the Property, free and clear of all liens, claims and encumbrances by, through or under the Agency, and no party has any rights in, or to acquire, the Property by, through or under the Agency, which continues in effect. To the Agency's actual knowledge, there are no unrecorded liens, encumbrances (except for the following: i) City of Logan storm water easement; ii) Communications Site Lease Agreement (Darrel

Buttars, subleased to Nextel West Corporation); iii) A.B. Warehouse easement; iv) William L. and Karen T. Zollinger easement; v) other exceptions as may be shown on a preliminary title report, restrictions, or other matters adversely affecting title to the Property, and no person or entity has the right to impose or claim a mechanic's or materialman's lien upon the Property. To the Agency's actual knowledge, there are no covenants, conditions, restrictions or other title exceptions applicable to the Property, which are presently violated. The Agency will not grant any easement, license, or any other interest affecting the Property after the date hereof. The Agency shall not take any action after the date hereof which affects title to the Property, or allow any action to be taken by any third party or by operation of law, which affects title to the Property.

26.2 The Agency has not entered into nor shall the Agency enter into any other purchase, sale or lease agreement (except for the Communications Site Lease Agreement (Darrel Buttars, subleased to Nextel West Corporation) with respect to the Property and, except as described in the Agreement, has entered into no sales commission agreement with respect to the Property.

26.3 The Agency has the right, power and authority to execute, deliver, and perform this Agreement and has obtained all necessary consents and approvals to do so, and this Agreement, when executed and delivered by the Agency and the Developer, will constitute the valid and binding Agreement of the Agency.

26.4 There will, as of the date of the deed, be no property lease (except for the Communications Site Lease Agreement (Darrel Buttars, subleased to Nextel West Corporation), service, management, leasing, supply, or maintenance contracts or other contracts or agreements in effect and affecting the Property with parties with whom the Agency has dealt or under which the Developer will be obligated to pay any sums from and after the time of conveyance of the Property to the Developer.

26.5 To the Agency's actual knowledge, the Agency has received no written notice of any pending violation or alleged violation of any local, state or federal environmental, zoning, or other law, ordinance, code, regulation, rule or order, and specifically including, without limitation, variances or special permits affecting the Property, and the Property is zoned appropriately to allow the Developer's intended use.

26.6 To the Agency's actual knowledge, the Agency has received no notice of any pending litigation or governmental proceeding affecting the Agency that relates to the Property, the validity or enforceability of this Agreement or any instrument or document to be delivered by the Agency in connection with the transactions contemplated hereby.

26.7 To the Agency's actual knowledge, the Agency has received no written notice of pending or proposed (i) proceedings or governmental action to modify the zoning classification of, or to condemn, or purchase in lieu thereof, all or any part of the Property; (ii) reassessment or special assessments or penalties or interests with respect to real estate taxes or any other assessments applicable to the Property; or (iii) proceedings before any court or administrative agency, the adverse resolution of which

would have a materially adverse effect on the value or operations of the Property. The Agency further agrees that it will not take any action to request or effect annexation of the Property to any municipality or to request or petition any change of the zoning classification of the Property that is inconsistent with the Developer's intended use of the Property.

27. **CLOSING.** Closing for this Agreement shall take place within 60 days after the effective date of this Agreement at the office of a mutually agreed upon title company acting as title and escrow agent. Mutually agreed upon escrow instructions shall be delivered to the title company that shall include, without limitation, directions for the release of Trust Deed and the handling of closing documents and any applicable funds. The Parties agree that the transaction defined herein shall be handled in a like and customary manner to similar real estate transactions conducted in redevelopment areas by the Agency, including but not limited to the Developer shall be responsible for the cost of title insurance.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

AGENCY:

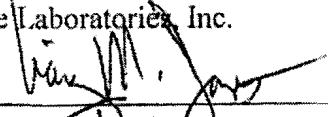
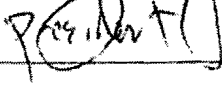
THE REDEVELOPMENT AGENCY OF THE CITY OF LOGAN

By: 
Steven Taylor, Chairperson

By: 
Randy Watts, Chief Administrative Officer

DEVELOPER:

HyClone Laboratories, Inc.

By: 
Its:  President

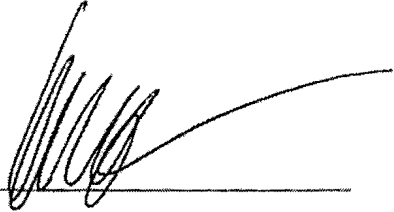
By: 
Its: VP of Finance

Exhibit A

Parcel 02-083-0009

Part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point on the North line of the State Highway 246.34 feet West of a point 546.70 feet South and South 45° 25' West 245 feet along the North line of said Highway, of the East Quarter Corner of the Southeast Quarter of said Section 8, and running thence North 45° West 320 feet; thence North 44° 58' 43" West 114.31 feet; thence South 38° 59' West 272 feet 11 inches; thence South 20° 21' East 98 feet 3 inches; thence South 44° 23' East 313 feet 11 inches; thence along the North line of the State Highway North 45° 39' East 320 feet 2 inches; more or less to the place of beginning.

Exhibit B

Parcel 02-083-0010

Beginning at a point on the North line of the State Highway 246.34 feet West of a point 546.70 feet South and South 45° 50' West 10 rods along the North line of said Highway, of the East Quarter Corner of the Southeast Quarter of Section 8, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, and running thence North 45° 00' West 493 feet 10 inches; thence South 43° 12' West 80 feet 5 inches; thence South 45° 25' East 58 feet 2 inches; thence South 44° 58' 43" East 114.31 feet; thence South 45° 00' East 320 feet more or less to a point in the North line of said highway; thence North 45° 50' East 80 feet to the place of beginning.

Parcel 02-083-0011

Part of the Southeast Quarter of Section 8, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point in the North boundary line of the State Highway, 246.34 feet West of a point 546.70 feet South of the East Quarter Corner of the Southeast Quarter of said Section 8; thence down and on the left bank of the College Ward Canal North 45° 00' West 32 rods; thence South 45° 50' West 10 rods; thence South 45° East 32 rods, more or less to a point in the North line of said Highway; thence North 45° 50' East 10 rods, more or less to the place of beginning.

Parcel 02-083-0020

Part of the Southeast Quarter of Section 8, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, further described as follows: Beginning at the Northwest Corner of the Reed Michelsen property, (Tax No. 02-083-0009) said point being North 45° West 431.98 feet from a point of record which is West 246.34 feet and South 546.70 feet from a point which is South 45° 50' West 245.00 feet from the East Quarter Corner of said Southeast Quarter and running thence North 43° 12' East 80.42 feet along said Michelsen property line to the South line of the Buttars property (Tax No. 02-083-0011); thence following said Buttars property in 2 courses to wit: North 45° West 35.00 feet; North 43° 50' East 165.00 feet, more or less to the South bank of the College Ward Canal; thence North 45° West by record (North 41° 38' 38" West by measurement) 221.20 feet along said canal bank; thence South 43° 50' West 261.99 feet to its intersection with the Westward projection of the North line of the Spendlove Enterprises property (Tax No. 02-083-0018); thence South 45° 25' East 254.73 feet along said Spendlove property and its westward projection to the point of beginning.