

Garden City Business License Application

PO Box 207 • 69 N. Paradise Parkway • Garden City, Utah 84028
www.gardencityut.us • 435-946-2901 • 435-946-8852 Fax

Business Status: (check all that apply) <input type="checkbox"/> New Business <input type="checkbox"/> Additional Location # _____ <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change <input checked="" type="checkbox"/> Location Change <input type="checkbox"/> Transient Vendor <input type="checkbox"/> Concessionaire Vendor	License Fee: Business License Fee <u>pd \$70.00</u> Transient License Fee <u>7-15-24</u> Concessionaire Fee _____ Additional Location _____ Other _____ Beach Vendor License also requires a BCI background check
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Official Use Only:

Planning Commission:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____
Town Council:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____
Inspections: Building Insp.:	<input type="checkbox"/> Initial	Date: _____	<input type="checkbox"/> Final
Fire Inspection:	<input type="checkbox"/> Initial	Date: _____	<input type="checkbox"/> Final
TC Fire Exemption Approval:	<input type="checkbox"/> Approved	Initial: _____	

(1)
Change of
location

Comments:

Zone:	<input checked="" type="checkbox"/> Commercial 1 2 3	<input type="checkbox"/> Residential	<input type="checkbox"/> Beach Devel.	<input type="checkbox"/> Other _____
Business Name:	Firefly Powerbikes			
If name change, previous name:	_____			
Location Address:	35 S Bear Lake Blvd			
City, State & Zip:	Garden City, UT 84028			
Business Phone:	_____			
Cell Phone:	435-770-2645			
Mailing Address:	458 E 2720 N			
City, State & Zip:	North Logan, UT 84341			
E-mail Address:	dustin@fireflypowerbikes.com			
Owners Name:	Dustin Hansen			
Owners Location:	458 E 2720 N			
City, State & Zip:	North Logan, UT 84341			
Phone:	_____			
Cell Phone:	435-770-2645			
Kind of Business	<input checked="" type="checkbox"/> Retail	<input type="checkbox"/> Lodging	<input type="checkbox"/> Restaurant	
	<input type="checkbox"/> Professional	<input type="checkbox"/> Contractor	<input checked="" type="checkbox"/> Other	
Briefly Describe Your Business:	Bike and recreational items rental			
Utah State Sales Tax Number:	15100952-003-STC			
Ut State Professional License No.	<input type="checkbox"/>	<input type="checkbox"/>		
Will you be installing a sign?:	<input type="checkbox"/>	<input type="checkbox"/>		

This is an application for a business license; the actual license will be issued only when **All** inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, Firefly Powerbikes hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule.

Business License Fees are non-refundable.

Owners Signature: [Signature] Date: 7/12/24

Please print your name: Dustin Hansen

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Official Use Only:

Planning Commission:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____
Town Council:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____
Inspections: Building Insp.:	<input type="checkbox"/> Initial Date: _____	<input type="checkbox"/> Final Date: _____	
Fire Inspection:	<input type="checkbox"/> Initial Date: _____	<input type="checkbox"/> Final Date: _____	
TC Fire Exemption Approval:	<input type="checkbox"/> Approved	Initial: _____	Date: _____

Comments:

Zone: ☐ Commercial 1 2 3 ☐ Residential ☐ Beach Devel. ☐ Other _____

Business Name: Aloha Family Grill

If name change, previous name: _____

Location Address: 105 W. Logan Rd

City, State & Zip: Garden City, UT 840

Business Phone: 435-713-5358

Cell Phone: 435-713-5358

Mailing Address: 2778 E 2600 N

City, State & Zip: PRESTON, ID 83263

E-mail Address: darryhenline@gmail.com

Owners Name: Aloha Family Grill LLC

Owners Location: 2778 E. 2600 N

City, State & Zip: PRESTON, IDAHO 83263

Phone: 435-713-5358

Cell Phone: 435-713-5358

Kind of Business ☐ Retail ☐ Lodging ☒ Restaurant
☐ Professional ☐ Contractor ☐ Other

Briefly Describe Your Business: HAWAII RESTAURANT

Utah State Sales Tax Number: 14901849-004-STC

Ut State Professional License No. ☐ ☐ ☐

Will you be installing a sign?: ☒ YES ☐ NO IN PLACE OF CURRENT SIGNS

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I, We, ALOHA Family Grill LLC hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule.

Business License Fees are non-refundable.

Owners Signature: [Signature] **Date:** 7/11/24

Please print your name: BARRY HENLINE, Member Manager

Garden City Business License Application

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www.gardencityut.us • 435-946-2901 • 435-946-8852 Fax

Business Status: (check all that apply) <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Additional Location # ____ <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change <input type="checkbox"/> Location Change <input type="checkbox"/> Transient Vendor <input type="checkbox"/> Concessionaire Vendor	License Fee: Business License Fee <u>Pay \$ 110.00</u> Transient License Fee <u>7-11-24</u> Concessionaire Fee _____ Additional Location _____ Other _____ Beach Vendor License also requires a BCI background check
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Official Use Only:

Planning Commission:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____
Town Council:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____
Inspections: Building Insp.:	<input type="checkbox"/> Initial Date: _____	<input type="checkbox"/> Final Date: _____	
Fire Inspection:	<input type="checkbox"/> Initial Date: _____	<input type="checkbox"/> Final Date: _____	
TC Fire Exemption Approval:	<input type="checkbox"/> Approved	Initial: _____	Date: _____

Comments:

Zone: ☐ Commercial 1 2 3 ☐ Residential ☐ Beach Devel. ☐ Other _____

Business Name:	Bear Lake Printing
If name change, previous name:	
Location Address:	201 North Bear Lake Blvd
City, State & Zip:	Garden City, UT 84028
Business Phone:	801-360-2730
Cell Phone:	801-360-2730
Mailing Address:	PO Box 379
City, State & Zip:	Garden City, UT 84028
E-mail Address:	bearlakeprinting@gmail.com
Owners Name:	Diane Foerster
Owners Location:	3128 South Cricket Street
City, State & Zip:	Garden City, UT 84028
Phone:	801-360-2730
Cell Phone:	801-360-2730

Kind of Business	<input checked="" type="checkbox"/> Retail	<input type="checkbox"/> Lodging	<input type="checkbox"/> Restaurant
	<input type="checkbox"/> Professional	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other

Briefly Describe Your Business: Printing services, Shipping and Mailing Services, Retail items

Utah State Sales Tax Number: 10955316003STC

Ut State Professional License No. ☐ N/A

Will you be installing a sign?: ☐ yes - on building

This is an application for a business license; the actual license will be issued only when All inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, Diane Foerster hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule.

Business License Fees are non-refundable.

Owners Signature: Diane Foerster Date: 7-11-2024

Please print your name: Diane Foerster

TC Approval

Temp Approval
Pat
Mayor

SHORT TERM/NIGHTLY RENTAL INSPECTION CHECKLIST

Address: 609 AMBER LANE _____

Date of inspection: 02/27/2024 _____

Owner: KATHY PARRY (CHUCK) _____

Safety Inspections:		Time limit to correct:									
Handrails/Guardrails		Y									
Outdoor lights		Y									
Water shut off		Y									
Gas shut off		Y									
Electrical outlet plates		Y									
Check address on unit		Y									
Other:											
Sleeping Room	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	
Sq Ft.	13.5 X 12	17 X 19	10 X 16	10 X 16	15 X 16	15 X 16	12 X 15	10 X 15			
Exit	Y	Y	Y	Y	Y	Y	Y	Y			
Required											
Window(s)	Y	Y	Y	Y	Y	Y	Y	Y			
Smoke Detector	Y	Y	Y	Y	Y	Y	Y	Y			
Total	162	323	160	160	240	240	180	150	TOTAL 1615		
Sq. Ft.											

Total Occupancy allowed at this address: 24, shall not include children under the age of three (3).

Minimum parking required at this address: 6 Total number of parking spots on Property 6. All vehicles include trailer's, boats, motor homes, etc., shall park on property. Each trailer is considered a vehicle.

Signatures: Glen Gillies
Inspector: _____
Date: 02/27/2024

Owner/Property Manager: _____

Short Term Rental Inspection Form

Owner/responsible party B L Coy Coleman Date 12/12/23
Address 609 S. Arroyo Lane Suite/Apt# 322

Access

Maintain fire lane free of obstruction
Provide address numbers visible from the street

Fire Extinguishers

Have new or refurbished and tagged ABC type fire extinguisher for each kitchen or kitchenette
Mount fire extinguishers in plain view and access of kitchen
(may be mounted behind closet or cabinet door with placard on door)
Provide free and clear access to the fire extinguisher

Fire Alarms/CO Detectors

Smoke/fire alarms in every bedroom, great room, and halls immediately adjacent to bedrooms
One CO detector installed for each level of the home
Smoke detectors communicate and activate at the same time

Electrical, HAZMAT, and Storage

Label electrical panel box breakers
Cover plates on all junction boxes, outlets, switches. No exposed wiring/hazardous extension cords
No flammable liquids or gasses in the utility/furnace room or closet. Free access to furnace/utilities

Safety

No obvious safety hazards determined at the discretion of the inspecting officer

I certify that all items on this list are in compliance with National, State, and Local codes and ordinances and have been inspected by a qualified member of the Garden City Fire District.
Inspected by: Joseph Sharkey Title: FF2
Pass ✓ Fail

Items that need to be corrected:

Date: 12/12/23

Garden City Utah

TC Approved

Temp Approval

Pat

martell - only 2 parting

[illegible]

Short Term Rental Inspection Form

Owner/responsible party GARRETT HENDERSON Date 2-5-24
Address 577 RICHARD VALLEY ST Suite/Apt# _____

Access

- ☒ Maintain fire lane free of obstruction
- ☒ Provide address numbers visible from the street

Fire Extinguishers

- ☒ Have new or refurbished and tagged ABC type fire extinguisher for each kitchen or kitchenette
- ☒ Mount fire extinguishers in plain view and access of kitchen
- (may be mounted behind closet or cabinet door with placard on door)
- ☒ Provide free and clear access to the fire extinguisher

Fire Alarms/CO Detectors

- ☒ Smoke/Fire alarms in every bedroom, great room, and halls immediately adjacent to bedrooms
- ☒ One CO detector installed for each level of the home
- ☒ Smoke detectors communicate and activate at the same time

Electrical, HAZMAT, and Storage

- ☒ Label electrical panel box breakers
 - ☒ Cover plates on all junction boxes, outlets, switches. No exposed wiring/hazardous extension cords
 - ☒ No flammable liquids or gasses in the utility/furnace room or closet. Free access to furnace/utilities
- Safety**
- ☒ No obvious safety hazards determined at the discretion of the inspecting officer

I certify that all items on this list are in compliance with National, State, and Local codes and ordinances and have been inspected by a qualified member of the Garden City Fire District. Pass ☒ Fail _____

Inspected by: _____ Title: _____
Date: _____

Items that need to be corrected: _____

TC Approval

Temp Approval

SHORT TERM/NIGHTLY RENTAL INSPECTION CHECKLIST

Address: 150 W Seasons #3

Date of inspection: 4/9/24

Owner: Johnson, Minnie

Ed
martell

Safety Inspections:		Time limit to correct:									
Handrails/Guardrails		Y									
Outdoor lights		Y									
Water shut off		Y									
Gas shut off		Y									
Electrical outlet plates		Y									
Check address on unit		Y									
Other:											
Sleeping Room	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	
Sq Ft.	10.5 X 12	12.5 x 15.5	10.5 X 10.5	11 x 15.5'							
Exit Required	Y	Y	Y	Y							
Window(s)	Y	Y	Y	Y							
Smoke Detector	Y	Y	Y	Y							
Total Sq. Ft.	126	193.75	110.5	170.5	TOTAL 600.50	30Q1					

Total Occupancy allowed at this address: 12, shall not include children under the age of three (3).

Minimum parking required at this address: 3 Total number of parking spots on Property 4. All vehicles include trailer's, boats, motor homes, etc., shall park on property. Each trailer is considered a vehicle.

Signatures: *[Signature]* Date: 4/9/24

Inspector: *[Signature]* 4/11/24

Owner/Property Manager: *[Signature]*

Short Term Rental Inspection Form

Owner/responsible party Marion Johnson Date 4-9-2024
Address 150 W. SANSONS LN Suite/Apt# #3

Access

Maintain fire lane free of obstruction

Provide address numbers visible from the street

Fire Extinguishers

Have new or refurbished and tagged ABC type fire extinguisher for each kitchen or kitchenette

Mount fire extinguishers in plain view and access of kitchen

(may be mounted behind closet or cabinet door with placard on door)

Provide free and clear access to the fire extinguisher

Fire Alarms/CO Detectors

Smoke/Fire alarms in every bedroom, great room, and halls immediately adjacent to bedrooms

One CO detector installed for each level of the home

Smoke detectors communicate and activate at the same time

Electrical, HAZMAT, and Storage

Label electrical panel box breakers

Cover plates on all junction boxes, outlets, switches. No exposed wiring/hazardous extension cords

No flammable liquids or gasses in the utility/furnace room or closet. Free access to furnace/utilities

Safety

No obvious safety hazards determined at the discretion of the inspecting officer

I certify that all items on this list are in compliance with National, State, and Local codes and ordinances and have been inspected by a qualified member of the Garden City Fire District. Pass ☒ Fail ☐

Inspected by: [Signature]

Title: Chief

Date: _____

Items that need to be corrected: _____

Temp Approval

SA parking?
marked




Marten

SHORT TERM/NIGHTLY RENTAL INSPECTION CHECKLIST

Address: 199 N PARADISE PARKWAY
Date of inspection: 03/25/14
Owner: JOHN NELSON

Safety Inspections:		Time limit to correct:									
Handrails/Guardrails	X										
Outdoor lights	X										
Water shut off	X										
Gas shut off	X										
Electrical outlet plates	X										
Check address on unit	X										
Other:											
Sleeping Room											
Sq Ft.	8 X 13	8 X 22	20 X 11	18 X 22	12 X 15	12 X 12.5	8 X 22				
Exit Required	Y	Y	Y	Y	Y	Y	Y				
Window(s)	Y	Y	Y	Y	Y	Y	Y				
Smoke Detector	Y	Y	Y	Y	Y	Y	Y				
Total Sq. Ft.	104	175	220	396	300	150	176	TOTAL 2402			

Total Occupancy allowed at this address: 28, shall not include children under the age of three (3).
Minimum parking required at this address: 7 Total number of parking spots on Property 9. All vehicles include trailer's, boats, motor homes, etc., shall park on property. Each trailer is considered a vehicle.

Signatures: 
Inspector: 
Owner/Property Manager: 
Date: 03/25/24
05/01/2024

Short Term Rental Inspection Form

Owner/responsible party Andrew HARRIS
Address 199 N. PARADISE PKWY
Suite/Apt# _____

Date 3-26-24

Access

- ☒ Maintain fire lane free of obstruction
- ☒ Provide address numbers visible from the street

Fire Extinguishers

- ☒ Have new or refurbished and tagged ABC type fire extinguisher for each kitchen or kitchenette
- ☒ Mount fire extinguishers in plain view and access of kitchen
- (may be mounted behind closet or cabinet door with placard on door)
- ☒ Provide free and clear access to the fire extinguisher

Fire Alarms/CO Detectors

- ☒ Smoke/Fire alarms in every bedroom, great room, and halls immediately adjacent to bedrooms
- ☒ One CO detector installed for each level of the home
- ☒ Smoke detectors communicate and activate at the same time

Electrical, HAZMAT, and Storage

- ☒ Label electrical panel box breakers
- ☒ Cover plates on all junction boxes, outlets, switches. No exposed wiring/hazardous extension cords
- ☒ No flammable liquids or gasses in the utility/furnace room or closet. Free access to furnace/utilities

Safety

- ☒ No obvious safety hazards determined at the discretion of the inspecting officer

I certify that all items on this list are in compliance with National, State, and Local codes and ordinances and have been inspected by a qualified member of the Garden City Fire District.

Inspected by: _____ Title: _____

Date: _____

Items that need to be corrected: _____

TC Approval

Temp Approval
Martell - parking / 4 oc.
Pat

SHORT TERM/NIGHTLY RENTAL INSPECTION CHECKLIST

Address: 365 RENDEZVOUS WAY

Date of inspection: June 2, 2024

Owner: DON BAKER

Taxes Pd thru Airbnb

Safety Inspections:	
Handrails/Guardrails	Y
Outdoor lights	Y
Water shut off	Y
Gas shut off	Y
Electrical outlet plates	Y
Check address on unit	Y
Other:	Driveway 25 x 21 Garage 23 x 24. Parking needs marked - Emailed 7/11/24

Sleeping Room	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Sq Ft.	10 x 11	13 x 15	20 x 14	10 x 12	13 x 10	14 x 10				
Exit Required	Y	Y	Y	Y	Y	Y				
Window(s)	Y	Y	Y	Y	Y	Y				
Smoke Detector	Y	Y	Y	Y	Y	Y				
Total Sq. Ft.	110	195	280	120	130	140	Total 975			

Total Occupancy allowed at this address: 16 17, shall not include children under the age of three (3).

Minimum parking required at this address: 13 Total number of parking spots on Property 13. All vehicles include trailer's, boats, motor homes, etc., shall park on property. Each trailer is considered a vehicle.



Signatures:
Inspector:

Date:
02/02/2024

Owner/Property Manager:

Short Term Rental Inspection Form

Owner/responsible party Dan Baker Date 6-3-24
Address 365 Roubidoux Way Suite/Apt# _____

Access

- ☒ Maintain fire lane free of obstruction
- ☒ Provide address numbers visible from the street

Fire Extinguishers

- ☒ Have new or refurbished and tagged ABC type fire extinguisher for each kitchen or kitchenette
- ☒ Mount fire extinguishers in plain view and access of kitchen
- (may be mounted behind closet or cabinet door with placard on door)
- ☒ Provide free and clear access to the fire extinguisher

Fire Alarms/CO Detectors

- ☒ Smoke/Fire alarms in every bedroom, great room, and halls immediately adjacent to bedrooms
- ☒ One CO detector installed for each level of the home
- ☒ Smoke detectors communicate and activate at the same time

Electrical, HAZMAT, and Storage

- ☒ Label electrical panel box breakers
- ☒ Cover plates on all junction boxes, outlets, switches. No exposed wiring/hazardous extension cords
- ☒ No flammable liquids or gasses in the utility/furnace room or closet. Free access to furnace/utilities

Safety

- ☒ No obvious safety hazards determined at the discretion of the inspecting officer

I certify that all items on this list are in compliance with National, State, and Local codes and ordinances and have been inspected by a qualified member of the Garden City Fire District. Pass Fall

Title: _____

Inspected by: _____

Date: _____

Items that need to be corrected: _____

Short Term Rental Inspection Form

Owner/responsible party NOAH UTTECH Date 6-3-24
Address 130 W. BRASONS LN. Suite/Apt# #6

Access

☒ Maintain fire lane free of obstruction

☒ Provide address numbers visible from the street

Fire Extinguishers

☒ Have new or refurbished and tagged ABC type fire extinguisher for each kitchen or kitchenette

☒ Mount fire extinguishers in plain view and access of kitchen

(may be mounted behind closet or cabinet door with placard on door)

☒ Provide free and clear access to the fire extinguisher

Fire Alarms/CO Detectors

☒ Smoke/Fire alarms in every bedroom, great room, and halls immediately adjacent to bedrooms

☒ One CO detector installed for each level of the home

☒ Smoke detectors communicate and activate at the same time

Electrical, HAZMAT, and Storage

☒ Label electrical panel box breakers

☒ Cover plates on all junction boxes, outlets, switches. No exposed wiring/hazardous extension cords

☒ No flammable liquids or gases in the utility/furnace room or closet. Free access to furnace/utilities

Safety

☒ No obvious safety hazards determined at the discretion of the inspecting officer

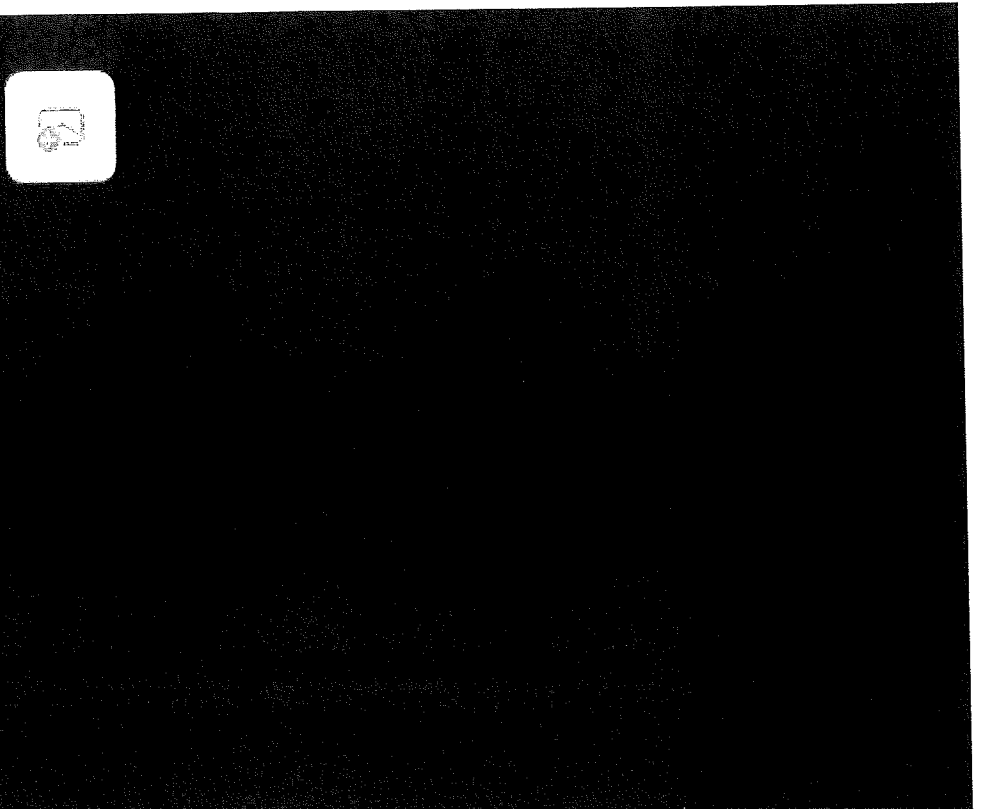
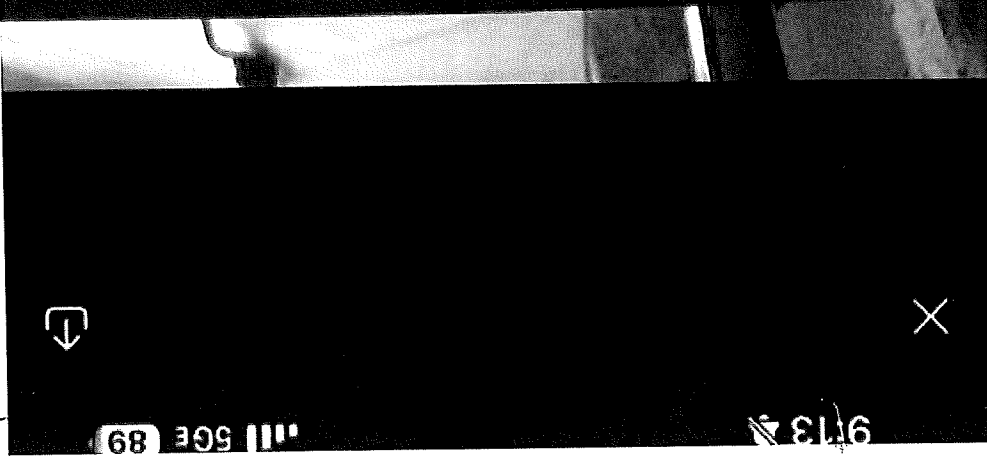
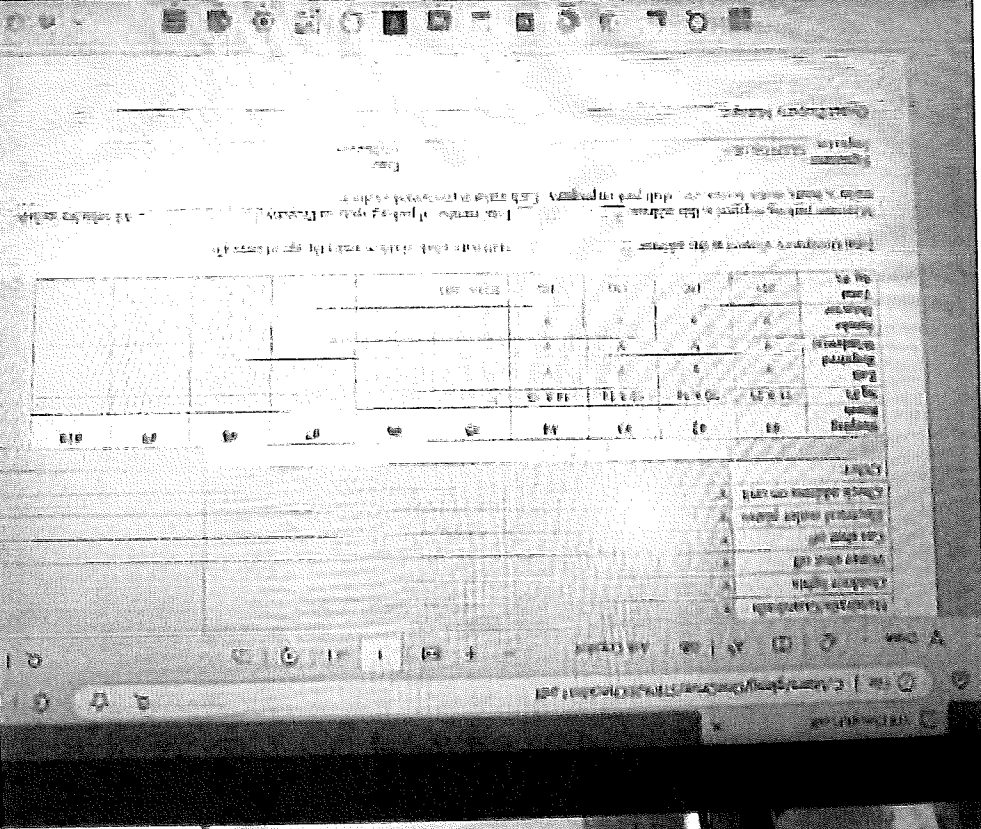
I certify that all items on this list are in compliance with National, State, and Local codes and ordinances and have been inspected by a qualified member of the Garden City Fire District. Pass ☒ Fail ☐

Title: _____

Inspected by: _____

Date: _____

Items that need to be corrected: _____



This is the best copy I can get.
on the computer it looks like 12 occupancy 3 parking.
Martell ✓
Pat ✓

North Uttech
12 Approval

Application for Project Review Garden City, Utah

This application must be accompanied with the necessary and appropriate materials, as stated on the project checklist, before it will be accepted for processing. The date upon which the project will appear on an agenda is determined by the notification schedule required by the State of Utah. The project will be scheduled for the next meeting for which a legal notice has not yet been prepared, after an application is accepted as complete by the Town Staff.

Type of Application (check all that apply):

- ☐ Annexation
- ☐ Appeal
- ☐ Conditional Use Permit
- ☐ Condominium/Townhouse
- ☒ Encumbrance
- ☐ Extension of Time
- ☐ Lot Split/Lot Line Adjustment
- ☐ Plat Amendment (Subdivision)
- ☐ PUD Development Plan
- ☐ PUD Phase Approval/Preliminary or Final
- ☐ PRUD Conceptual
- ☐ PRUD Phase Approval/Preliminary or Final
- ☐ Subdivision
- ☐ Vacation of Subdivision
- ☐ Variance
- ☐ Water Transfer
- ☐ Zone Change
- ☐ AEG Meeting, (Affected Entity Group)

Ordinance Reference:

- 11A-301
- 11B-400
- 11C-500
- 11E-524 or 11E-525
- Subdivision 11E-503/PUD or PRUD 11F-107-A-2
- 11E-506
- 11C-1950, 11E-100, and 11F-100
- 11C-1950, 11E-100, and 11F-100
- 11C-1950, 11E-100, and 11F-100
- 11C-1950, 11E-100, and 11F-100
- 11E-100
- 11E-523
- 11B-308
- 13A-1300

☐ Other Land Use Permit _____

Project Name: Hirschi-Buttercup Current Zone: RR Proposed Zone: RR

Property Address: 584 S. Maple Dr., Garden City, UT 84028

Parcel # 41-21-320-0076, 41-21-320-0077, 41-21-320-0078

Contact Person: Brian Hirschi Phone #: 435-757-4399

E-mail address: brianhirschi@hotmail.com

Mailing Address: PO Box 409, Garden City, UT 84028

Applicant (if different): _____ Phone #: _____

Mailing Address: _____

Property Owner of Record (if different): BLH Properties LLC Phone #: 435-757-4899

Mailing Address: PO Box 409, Garden City, UT 84028

Project Start date: Sept 2024 Completion date: TBD

Describe the proposed project as it should be presented to the hearing body and in the public notices.

Encumber 3 lots into 1 lot.

New combined lot will be 0.27 acre.

Lot Size in acres or square feet: _____ Number of dwellings or lots: 3 lots into 1

Non-residential building size: —

I certify that the information contained in this application and supporting materials is correct and accurate. I have read and understand the requirements and deadlines associated with this application.

Brian Nishi
Signature of Applicant

I certify that I am the Owner of Record of the subject property and that I consent to the submittal of this application. **Owner of Record MUST sign the application prior to submitting to Garden City.**

Brian Nishi; managing member
Signature of Owner of Record

Signature of Owner of Record

Signature of Owner of Record

Office Use Only

Date Received: _____

Fee: _____

By: _____

Narrative of Brian Hirschi Project for Garden City Town Council:

This project is to encumber 3 Buttercup lots we own into 1 lot. These 3 lots in Buttercup (#76, 77, 78) are small with each individual lot only being only 0.9 acre. With the 3 lots combined the new single lot will be 0.27 acre. Currently we have a house on lot 77. In September we plan having house movers move the house away, and then we will build a new house spanning all 3 combined lots. We will obtain a building permit from Garden City for the new house.

**DEVELOPMENT AGREEMENT
FOR LAKEVIEW AT BEAR LAKE (previously known as Elk's Ridge Phase 2)
GARDEN CITY, UTAH**

This Development Agreement is entered into as of this 1st day of April 2024, by and between ~~the Trent Ferguson~~—Dream Developers, LLC, a Utah limited liability company (the “Owner” or “Developer” interchangeably hereafter), as the owner and developer of a residential subdivision project known as LakeView at Bear Lake Subdivision, (the “Project” hereafter), and Garden City, Utah, a municipality and political subdivision of the State of Utah: ~~(“City”)~~.

R E C I T A L S:

Developer owns approximately 84 acres of real property located within the municipal boundaries of Garden City, Utah, as more fully described in Exhibit A (the Property), on which it proposes the development of the Project.

City, acting in furtherance of its current land use policies, goals, objectives, General Plan and ordinances as well as existing state and federal law (hereinafter City Laws) requires that subdivision improvements, specifically culinary water mains, sanitary sewer mains, roads, conduits for electrical power installation, and appropriate storm water control elements be developed as part of the LakeView at Bear Lake Subdivision.

In exchange for the rights granted to it by this Agreement, City, acting pursuant to the authority granted by UTAH CODE ANN. Chapter 10-9a, *et seq.*, and City Laws and in the exercise of its legislative discretion, has elected to approve this Agreement as being in harmony with the long-range policies, goals and objectives and in the best interests of City.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City hereby agree as follows:

1. **Recitals and Exhibits.** The recitals set forth above and all exhibits are hereby incorporated by reference as part of this Agreement.
2. **Property Affected by This Agreement.** The legal description of the Property contained within the Project boundaries is attached and specifically described in Exhibit A.

ARTICLE 1

Responsibilities and Rights of Developer

1.1. Vested Rights and Reserved Legislative Powers.

1.1.1. Rights Granted by this Agreement. To the maximum extent permissible under the laws of Utah and the United States, at common law and at equity, City grants Developer all rights to develop the Property in fulfillment of this Agreement, including vested rights, pursuant to UTAH CODE ANN. Section 10-9a-509 and other City Laws. Development of the Property and the

Project are subject to City Laws. Developer shall develop and construct the Project in the general manner, densities and configuration as outlined in Article 4 – Land Use Parameters, and as reflected in the final plat attached as Exhibit B. Through a written amendment to this Agreement, the parties may make necessary modifications of the plan so long as they are consistent with the terms of this Agreement and comply with the general layout agreed upon in the approved concept plan and are approved by appropriate City officials. Revisions to approved construction drawings and specifications, and other Project submittals, shall also be prepared and submitted by Developer to City officials as part of any amendment to the plan authorized under this paragraph.

1.2. Required Public Improvements By Developer. As a condition to the rights granted to Developer by this Agreement, Developer agrees to provide and/or construct the following land for rights-of-way and public improvements for the subdivision:

1.2.1. Land to be Dedicated for Rights-of-Way: Owner shall dedicate to the City the ~~public transportation~~ rights-of-way as generally shown on the Final Plat and in attachments to this agreement.

Commented [QD1]: Roads are not being taken over by the Town. The water lines and infrastructure underneath are being taken over.

Commented [ST2R1]: Then the Plat needs to make very clear what is being dedicated. The last version of the Plat that I reviewed did not dedicate any rights-of-way to Garden City. The plat needs a note to say that there is PUE over all roads.

1.2.2. Infrastructure Improvements within the Development

1.2.2.1. Roads:

1.2.2.1.1. Minor/Local Roads: ~~Developer shall construct, or cause to be constructed in~~ accordance with the City Laws ~~and~~ City's design and construction standards, ~~and the engineering plans approved by the City for the Project. Developer shall construct, or cause to be constructed,~~ at the Developer's cost and expense, the streets and roads as shown on the Final Plat.

1.2.2.2. Culinary Water:

The Owner has dedicated to the City a utility easement as shown on the Final Plat for culinary water main lines. The size of these culinary water main lines shall be in accordance with City Culinary Water Master Plan.

Commented [ST3]: Again, unless I just missed, I did not see anything like this on the plat. Is this being dedicated in a separate instrument to be recorded on title?

1.2.2.2.2. Main Culinary Water Lines Within the Cul-de-Sacs and "Stub Outs" to Lots: The Developer shall construct or cause to be constructed at the Developer's cost and expense the main culinary water lines through the Property and thence connecting the same to the existing culinary main line in accordance with the City's Culinary Water Master Plan and the engineering plans approved by the City for the Project.

1.2.2.3. Sewer: The Developer shall construct or cause to be constructed at the Developer's cost and expense all of the sanitary sewer main lines and service lines to each lot within the Project, and as required beyond the Project area in order to connect to the existing sewer main lines, in accordance with the requirements and standards of the Bear Lake Special Service District and the engineering plans approved by the City for the Project.

Commented [QD4]: This is also not a Town utility. Do we include this language? Maybe we add something about in accordance to Bear Lake Special Service District requirements.

1.2.2.4 Storm Drain: The Developer shall construct or cause to be constructed at the Developer's cost and expense the storm drain system through the Property in accordance with the City's design and construction standards and in accordance with the engineering plans approved by the City for the Project.

1.2.2.45. Time for Completion. Developer shall complete all infrastructure improvements required by this Agreement and the final plat within 6 months of the final plat being recorded.

Commented [QD5]: We need to include storm drain improvements.

1.2.2.56. Guarantee of Completion.

Before recording of the Final Plat, Developer shall tender to City a financial guarantee or security in the form of a Letter of Credit (the "Security") which amount represents 110% of the estimated costs of ~~remaining~~ improvements Developer is required to install pursuant to this Agreement. In the event that Developer fails or neglects to timely fulfill the obligations under this Agreement, City shall have the right to execute on the Security and construct or cause to be constructed any improvements required by this Agreement, the City Laws, ~~or~~ City's Design and Construction Standards, ~~and upon completion of said improvements or the engineering plans approved by the City for the Project, with the funds available through the Security.~~ Developer shall be liable to pay to, and indemnify City for, the final total cost incurred by City, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement, which said sums are secured by the Security.

Commented [ST6]: The way this was written Garden City would have to front the cost and then seek reimbursement. This was edited so it could instead execute on the security on the front end on use the funds.

1.2.2.6 Guarantee of Improvements.

Developer warrants and guarantees the improvements shall be maintained in a state of good repair, free from defective material or workmanship for a period of one year ("Guarantee Period") from the date the improvements are accepted as completed by the City Engineer following inspection. The final ten percent (10%) of the Security shall serve as security for the warranty set forth in this paragraph ("Guarantee Security"). After eleven (11) months of the Guarantee Period have expired, Developer shall call for a final inspection by the City Engineer. If the required improvements remain substantially free from defects and from liens, City shall certify such fact to Developer, and City shall discharge Developer of its obligation to City on the Guarantee Security within thirty (30) days from the time of final inspection by releasing the Guarantee Security. Any items that need correcting following the final inspection must be corrected within thirty (30) days to have the Guarantee Security released. If any items are not corrected within the foregoing 30-day period, City shall have the right to execute on the Guarantee Security and with the funds available therefrom correct the item. Developer shall be liable to pay to, and indemnify City for, the final total cost incurred by City, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the breach of Developer Guarantee provided in this Section, which said sums are secured by the Guarantee Security.

Commented [ST7]: Added this missing language about the Guarantee Security.

ARTICLE 2

Rights and Responsibilities of City

2.1. Authorization of this Agreement. Subject only to Developer's continuing performance of its obligations under this Agreement, City hereby authorizes Developer to implement this Agreement.

2.2. General City Services. Subject to the City's right to withhold, withdraw or terminate ~~city~~City services, as provided in state and ~~city~~City law, City shall provide all ~~city~~City services to

the Property that it provides from time to time to other residents and properties within City, including, but not limited to fire and other emergency services, city engineering, planning, parks and recreation and other staff services as well as storm drainage and culinary water. Such services shall be provided to the Property on the same terms and at the same rates as provided to other residents and properties in similar parts of the City.

ARTICLE 3

Application Approval Process

3.1. **All Applications.** City shall cooperate in processing Developer's applications for the Project in accordance with Utah law.

ARTICLE 4

Land-Use Parameters

4.1. Parties agree the total acreage of the proposed Project to be plus or minus about 84 acres. Parties also agree that the project shall be allowed with a total number of lots within the 84 acres of the Development shall not exceed 66 lots. The general parameters for developing this Development shall be in accordance with Chapter 11C-1450 HE, Hillside Estates Zone, with any exceptions as agreed upon herein.

4.1.1. No lots shall be smaller than 32,670 sq. ft. (0.75 acres). Front yard setbacks to be thirty feet (30'); rear yard setbacks, excluding detached buildings, to be thirty feet (30'). Each side yard setbacks will be a minimum of fifteen feet (15').

Commented [ST8]: Added this section as it is normally included and is referenced above. If this is being developed under the density-based method, then the City should update these numbers accordingly.

ARTICLE 4

General Terms and Conditions

5.1. **Term of Agreement.** The term of this Agreement shall be until the build-out of the entire Project is complete unless modified by written amendment to this Agreement.

Commented [QD9]: Update numbering to 4.1.

5.2. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Rich County Recorder against the Property and is intended to and shall be deemed to run with the land. The benefits and burdens of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property.

5.3. **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights.

5.4. **Invalid Provisions.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with City Laws. The parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with City Laws, as the case may be, and the balance of this Agreement shall remain in full force and effect.

5.5. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor; materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires or other causality beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

5.6. **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. The final plat as it is completed, and any other applicable agreement will integrate with this agreement as well.

5.7. **Notices.** Any notices, requests or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally or by mail to the parties at the following addresses:

If to Developer:

Dream Developers, LLC

Attn: Trent Ferguson, 276 E Twin Peaks Ln, Draper, UT 84020

If to City:

Garden City

Attn. Mayor

69 N. Paradise Parkway, Bldg B.

Garden City, Utah 84028

With a copy to:

Seth J. Tait, Olson and Hoggan, P.C.LLC

Garden City Attorney

130 S. Main, Suite 200 P.O. Box 525

Logan, Utah 84321

5.12. **Compliance With Development and Other City Regulations.** ~~Developer shall comply with all of the requirements of the City Laws in order to obtain approval of specific phases of the Project; and nothing~~ Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable laws and requirements of City necessary for approval of ~~individual Development plats and~~ other aspects of the Project, including the payment of fees and compliance with City's design and construction standards.

5.13. **Phasing.** ~~Developer may proceed with other phases of the project generally in accordance with the approved Preliminary Plat as long as each phase provides for a logical extension of roads, infrastructure and utilities through the Project as approved by City, in~~

Commented [ST10]: It is my understanding there are no other phases of this project, so language was removed here. Let me know if that is not correct.

~~conformance with the requirements of this Agreement and City Laws.~~

5.14. Transfer of Development.

A. It is contemplated that Developer may sell various portions of the Property to one or more third parties or developer(s), who will develop specific projects on their respective portions of the Property. Developer shall be entitled to transfer any or all portions of the Property to any third party, subject to the terms of this Agreement, the Concept Plan, approved engineering plans, and the Final Plat. In the event of any such transfer, the transferee shall be deemed to be Developer for all purposes under this Agreement with respect to that portion of the Property transferred and shall have all of the rights and all of the duties provided Developer under this Agreement.

B. Nothing in this Section shall prohibit Developer from selling any parcels in the ordinary course of the business of developing the Property; nor shall Developer be prohibited from selling a portion of the Property to one or more third parties for the purpose of erecting, constructing, maintaining, and operating (or causing to be erected, constructed, maintained, and operated) improvements thereon consistent with and subject to the requirements of this Agreement and the other applicable ordinances and regulations of City. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of residential housing, or other development parcels within the Project, subject to Developer complying with City's Laws and the requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

Developer

Dream Developers, LLC

By: _____
Trent Ferguson

Its: Manager

STATE OF UTAH)

: ss.

COUNTY of CACHE)

On the _____ day of _____, 2024, personally appeared before me Trent Ferguson,
Manager of Dream Developers, the signers of the within instrument, who duly acknowledged to
me that they are authorized to execute this Agreement on behalf of said LLC.

NOTARY PUBLIC

Garden City

Attest:

By: _____

Mike Leonhardt

Its: Mayor

Cathie Rasmussen, City Recorder

STATE OF UTAH)

: ss.

County of RICH)

On the ____ day of _____, 2024, personally appeared before me Mike Leonhardt as Mayor of GARDEN CITY, the signer of the within instrument, who duly acknowledged to me that he executed the same with city approval and authority.

NOTARY PUBLIC

STATE OF UTAH)

: ss.

County of RICH)

On the ____ day of _____, 2024, personally appeared before me Cathie Rasmussen, as City Recorder of GARDEN CITY, the signer of the within instrument, who duly acknowledged to me that he executed the same with city approval and authority.

NOTARY PUBLIC

Exhibit A

_____ as described in Legal Property Description:

Exhibit B
(Final Plat)

**DEVELOPMENT AGREEMENT
FOR LAKEVIEW AT BEAR LAKE (previously known as Elk's Ridge Phase 2)
GARDEN CITY, UTAH**

This Development Agreement is entered into as of this 1st day of April 2024, by and between ~~the Trent Ferguson~~ Dream Developers, LLC, a Utah limited liability company (the "Owner" or "Developer" interchangeably hereafter), as the owner and developer of a residential subdivision project known as LakeView at Bear Lake Subdivision, (the "Project" hereafter), and Garden City, Utah, a municipality and political subdivision of the State of Utah. (~~"City"~~).

R E C I T A L S:

Developer owns approximately 84 acres of real property located within the municipal boundaries of Garden City, Utah, as more fully described in Exhibit A (the Property), on which it proposes the development of the Project.

City, acting in furtherance of its current land use policies, goals, objectives, General Plan and ordinances as well as existing state and federal law (hereinafter City Laws) requires that subdivision improvements, specifically culinary water mains, sanitary sewer mains, roads, conduits for electrical power installation, and appropriate storm water control elements be developed as part of the LakeView at Bear Lake Subdivision.

In exchange for the rights granted to it by this Agreement, City, acting pursuant to the authority granted by UTAH CODE ANN. Chapter 10-9a, *et seq.*, and City Laws and in the exercise of its legislative discretion, has elected to approve this Agreement as being in harmony with the long-range policies, goals and objectives and in the best interests of City.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City hereby agree as follows:

1. **Recitals and Exhibits.** The recitals set forth above and all exhibits are hereby incorporated by reference as part of this Agreement.
2. **Property Affected by This Agreement.** The legal description of the Property contained within the Project boundaries is attached and specifically described in Exhibit A.

ARTICLE 1

Responsibilities and Rights of Developer

1.1. Vested Rights and Reserved Legislative Powers.

1.1.1. Rights Granted by this Agreement. To the maximum extent permissible under the laws of Utah and the United States, at common law and at equity, City grants Developer all rights to develop the Property in fulfillment of this Agreement, including vested rights, pursuant to UTAH CODE ANN. Section 10-9a-509 and other City Laws. Development of the Property and the

Project are subject to City Laws. Developer shall develop and construct the Project in the general manner, densities and configuration as outlined in Article 4 – Land Use Parameters, and as reflected in the final plat attached as Exhibit B. Through a written amendment to this Agreement, the parties may make necessary modifications of the plan so long as they are consistent with the terms of this Agreement and comply with the general layout agreed upon in the approved concept plan and are approved by appropriate City officials. Revisions to approved construction drawings and specifications, and other Project submittals, shall also be prepared and submitted by Developer to City officials as part of any amendment to the plan authorized under this paragraph.

1.2. Required Public Improvements By Developer. As a condition to the rights granted to Developer by this Agreement, Developer agrees to provide and/or construct the following land for rights-of-way and public improvements for the subdivision:

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1.2.2.1. Roads:

1.2.2.1.1. Minor/Local Roads: ~~Developer shall construct, or cause to be constructed in~~ accordance with the City Laws ~~and~~ City's design and construction standards, ~~and the engineering plans approved by the City for the Project. Developer shall construct, or cause to be constructed,~~ at the Developer's cost and expense, the streets and roads as shown on the Final Plat.

1.2.2.2. Culinary Water:

~~The Owner has dedicated to the City a utility easement as shown on the Final Plat for culinary water main lines. The size of these culinary water main lines shall be in accordance with City Culinary Water Master Plan.~~

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1.2.2.3. Sewer: The Developer shall construct or cause to be constructed at the Developer's cost and expense all of the sanitary sewer main lines and service lines to each lot within the Project, and as required beyond the Project area in order to connect to the existing sewer main lines, in accordance with the requirements and standards of the Bear Lake Special Service District and the engineering plans approved by the City for the Project.

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Before recording of the Final Plat, Developer shall tender to City a financial guarantee or security in the form of a Letter of Credit (the "Security") which amount represents 110% of the estimated costs of ~~remaining~~ improvements Developer is required to install pursuant to this Agreement. In the event that Developer fails or neglects to timely fulfill the obligations under this Agreement, City shall have the right to execute on the Security and construct or cause to be constructed any improvements required by this Agreement, the City Laws, ~~or~~ City's Design and Construction Standards, ~~and upon completion of said improvements, or the engineering plans approved by the City for the Project, with the funds available through the Security.~~ Developer shall be liable to pay to, and indemnify City for, the final total cost incurred by City, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement, which said sums are secured by the Security.

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1.2.2.6 Guarantee of Improvements.

Developer warrants and guarantees the improvements shall be maintained in a state of good repair, free from defective material or workmanship for a period of one year ("Guarantee Period") from the date the improvements are accepted as completed by the City Engineer following inspection. The final ten percent (10%) of the Security shall serve as security for the warranty set forth in this paragraph ("Guarantee Security"). After eleven (11) months of the Guarantee Period have expired, Developer shall call for a final inspection by the City Engineer. If the required improvements remain substantially free from defects and from liens, City shall certify such fact to Developer, and City shall discharge Developer of its obligation to City on the Guarantee Security within thirty (30) days from the time of final inspection by releasing the Guarantee Security. Any items that need correcting following the final inspection must be corrected within thirty (30) days to have the Guarantee Security released. If any items are not corrected within the foregoing 30-day period, City shall have the right to execute on the Guarantee Security and with the funds available therefrom correct the item. Developer shall be liable to pay to, and indemnify City for, the final total cost incurred by City, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the breach of Developer Guarantee provided in this Section, which said sums are secured by the Guarantee Security.

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ARTICLE 2

Rights and Responsibilities of City

2.1. Authorization of this Agreement. Subject only to Developer's continuing performance of its obligations under this Agreement, City hereby authorizes Developer to implement this Agreement.

2.2. General City Services. Subject to the City's right to withhold, withdraw or terminate ~~city~~City services, as provided in state and ~~city~~City law, City shall provide all ~~city~~City services to

the Property that it provides from time to time to other residents and properties within City, including, but not limited to fire and other emergency services, city engineering, planning, parks and recreation and other staff services as well as storm drainage and culinary water. Such services shall be provided to the Property on the same terms and at the same rates as provided to other residents and properties in similar parts of the City.

ARTICLE 3

Application Approval Process

3.1. **All Applications.** City shall cooperate in processing Developer's applications for the Project in accordance with Utah law.

ARTICLE 4

Land-Use Parameters

4.1. Parties agree the total acreage of the proposed Project to be plus or minus about 84 acres. Parties also agree that the project shall be allowed with a total number of lots within the 84 acres of the Development shall not exceed 66 lots. The general parameters for developing this Development shall be in accordance with Chapter 11C-1450 HE, Hillside Estates Zone, with any exceptions as agreed upon herein.

4.1.1. No lots shall be smaller than 32,670 sq. ft. (0.75 acres). Front yard setbacks to be thirty feet (30'); rear yard setbacks, excluding detached buildings, to be thirty feet (30'). Each side yard setbacks will be a minimum of fifteen feet (15').

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ARTICLE 4

General Terms and Conditions

5.1. **Term of Agreement.** The term of this Agreement shall be until the build-out of the entire Project is complete unless modified by written amendment to this Agreement.

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5.2. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Rich County Recorder against the Property and is intended to and shall be deemed to run with the land. The benefits and burdens of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property.

5.3. **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights.

5.4. **Invalid Provisions.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with City Laws. The parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with City Laws, as the case may be, and the balance of this Agreement shall remain in full force and effect.

5.5. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor; materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires or other causality beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

5.6. **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. The final plat as it is completed, and any other applicable agreement will integrate with this agreement as well.

5.7. **Notices.** Any notices, requests or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally or by mail to the parties at the following addresses:

If to Developer:
Dream Developers, LLC
Attn: Trent Ferguson, 276 E Twin Peaks Ln, Draper, UT 84020

If to City:	With a copy to:
Garden City	Seth J. Tait, Olson and Hoggan, <u>P.C. LLC</u>
Attn. Mayor	Garden City Attorney
69 N. Paradise Parkway, Bldg B.	130 S. Main, Suite 200 P.O. Box 525
Garden City, Utah 84028	Logan, Utah 84321

5.12. **Compliance With Development and Other City Regulations.** ~~Developer shall comply with all of the requirements of the City Laws in order to obtain approval of specific phases of the Project; and nothing~~ Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable laws and requirements of City necessary for approval of ~~individual Development plats and~~ other aspects of the Project, including the payment of fees and compliance with City's design and construction standards.

5.13. **Phasing.** ~~Developer may proceed with other phases of the project generally in accordance with the approved Preliminary Plat as long as each phase provides for a logical extension of roads, infrastructure and utilities through the Project as approved by City, in~~

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~~conformance with the requirements of this Agreement and City Laws.~~

5.14. Transfer of Development.

A. It is contemplated that Developer may sell various portions of the Property to one or more third parties or developer(s), who will develop specific projects on their respective portions of the Property. Developer shall be entitled to transfer any or all portions of the Property to any third party, subject to the terms of this Agreement, the Concept Plan, approved engineering plans, and the Final Plat. In the event of any such transfer, the transferee shall be deemed to be Developer for all purposes under this Agreement with respect to that portion of the Property transferred and shall have all of the rights and all of the duties provided Developer under this Agreement.

B. Nothing in this Section shall prohibit Developer from selling any parcels in the ordinary course of the business of developing the Property; nor shall Developer be prohibited from selling a portion of the Property to one or more third parties for the purpose of erecting, constructing, maintaining, and operating (or causing to be erected, constructed, maintained, and operated) improvements thereon consistent with and subject to the requirements of this Agreement and the other applicable ordinances and regulations of City. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of residential housing, or other development parcels within the Project, subject to Developer complying with City's Laws and the requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

Developer

Dream Developers, LLC

By: _____
Trent Ferguson

Its: Manager

STATE OF UTAH)

: ss.

COUNTY of CACHE)

On the _____ day of _____, 2024, personally appeared before me Trent Ferguson,
Manager of Dream Developers, the signers of the within instrument, who duly acknowledged to
me that they are authorized to execute this Agreement on behalf of said LLC.

NOTARY PUBLIC

Garden City

Attest:

By: _____

Mike Leonhardt

Its: Mayor

Cathie Rasmussen, City Recorder

STATE OF UTAH)

: ss.

County of RICH)

On the _____ day of _____, 2024, personally appeared before me Mike Leonhardt as Mayor of GARDEN CITY, the signer of the within instrument, who duly acknowledged to me that he executed the same with city approval and authority.

NOTARY PUBLIC

STATE OF UTAH)

: ss.

County of RICH)

On the _____ day of _____, 2024, personally appeared before me Cathie Rasmussen, as City Recorder of GARDEN CITY, the signer of the within instrument, who duly acknowledged to me that he executed the same with city approval and authority.

NOTARY PUBLIC

Exhibit A

_____ as described in Legal Property Description:

Exhibit B
(Final Plat)