



RESOLUTION NO. R-26-14

A RESOLUTION OF GARLAND CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN GARLAND CITY AND JOHN LOSEE, CONCERNING THE DEVELOPMENT OF A PROJECT KNOWN AS LOSEE STORAGE PHASE 2, LOCATED AT APPROXIMATELY 246 WEST 1400 SOUTH, GARLAND, UTAH

WHEREAS, Garland City, acting pursuant to their authority under Utah Code Annotated §§ 10-9a-101, et seq., as amended, §§ 17C-1-101, et seq., and the Municipal Code for the City of Garland (the “City Code”), and in furtherance of their land use policies, goals, objectives, ordinances, resolutions, and regulations, have made certain determinations with respect to the proposed development of the Property located at approximately 246 West 1400 South, in exercise of its legislative discretion, and has elected to enter into this Agreement.

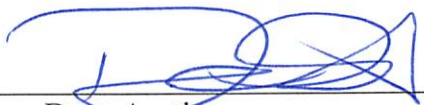
WHEREAS, OWNER/DEVELOPER, John Losee, is the owner/developer of certain real property commonly known as Losee Storage Phase 2, located at approximately 246 West 1400 South, Garland, Utah, legally described in the attached Exhibits (the “Property”) and desires to develop said property to allow for its development consistent with the terms of this Agreement.

WHEREAS, the Owner contemplates, and the City understands that the development of the Property shall be consistent with the Concept Plan, when submitted, of the development, all laws and ordinances and including the list of essential elements identified therein or any future Development Agreements.

WHEREAS, the Garland City Council has fully reviewed the attached Agreement between the City and John Losee, and agrees to all the terms and conditions contained therein; and

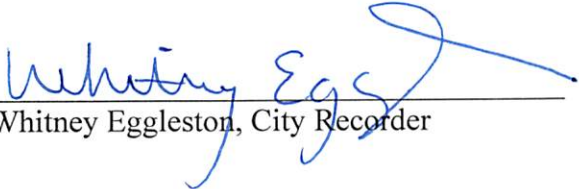
NOW THEREFORE, the Garland City Council hereby approves the attached Development Agreement (Attached hereto as Exhibit 1 and incorporated hereby) as written and authorizes the Mayor of Garland City to execute this Agreement on behalf of the City.

RESOLVED this 3rd day of June, 2026.



Mayor Dany Austin
Garland City

Attest:



Whitney Eggleston, City Recorder

VOTING:

Jeanette Atkinson	Yes <u>✓</u>	No <u> </u>
Josh Munns	Yes <u>✓</u>	No <u> </u>
Tena Allen	Yes <u>✓</u>	No <u> </u>
Jim Hall	Yes <u>✓</u>	No <u> </u>
<u>Angela Johnson</u>	Yes <u>✓</u>	No <u> </u>

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[Attachment Page(s) Follows]

DEVELOPMENT AGREEMENT
FOR GUARANTEE OF ON-SITE IMPROVEMENTS

Agreement made this 2 day of June, 2026, between Garland
City, a municipal corporation of the State of Utah located in Box Elder County, hereinafter called
"City", and BRPM Land Holdings, LLC of Garland, Utah, hereinafter called
"Developer", and Northern Title of Tremonton, Utah, hereinafter
called "Escrow Agent".

RECITALS

A. Developer is the fee simple title owner or has the right to acquire fee simple title to real property (the "Property") located within the corporate limits of the City, and the City is a Utah Municipal Corporation with jurisdiction over the development and improvement of the Property.

C. The City has enacted certain municipal ordinances setting forth the requirements for the design, installation, and improvement of developments within the corporate limits of the City.

D. As required by the City's Ordinances, Developer has submitted to the City and obtained approval of either final site plan ("Site Plan") and/or final plat ("Final Plat") for the development of the Property to be known as **Losee Storage Phase 2**. The improvements to the Property (the "Improvements") are more fully described and set forth at Exhibit "A" attached hereto and made a part hereof.

F. Pursuant to its ordinances, the City is willing to accept a cash bond/deposit with an escrow agent for required improvements of the Site Plan/Final Plat so long as adequate provisions are made to guarantee the proper construction and/or installation of the Improvements in a timely fashion.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, the parties agree as follows:

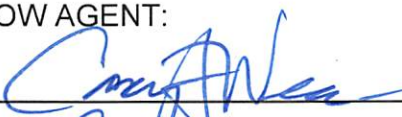
1. Developer to Comply with Land Use Ordinances. Developer agrees to be bound by and comply fully with all the provisions of the City's Land Use Ordinances.
2. Developer's Cash Bond Security Commitment. Developer shall provide the City with cash funds ("Funds") in the amount of ~~\$115,056.64~~ to \$61,662.01 guarantee Developer's performance of said Improvements, which amount equals the full amount of the bonding obligation required by the City for the installation of the Improvements, as described at Exhibit "B", plus ten percent (10%) to guarantee. The Developers Cash Bond Security Commitment to the City is made for the express purpose of securing Developer's obligations to complete the Improvements on a timely basis and in accordance with City Ordinances. The City shall use a portion or all of the Cash Bond Security if and when;
 - a. The City represents in a written request the nature and extent of the default of Developer with regard to faulty installation or the failure to timely install the Improvements;
 - b. The City agrees to use the Cash Bond Funds solely for costs to complete the construction and installation of the Improvements to the Site; and
 - c. The City agrees to return to the Developer all unexpended Cash Bond Funds upon completion of the satisfactory installation and/or repair of the Improvements.
3. Inspection. The Improvements and the work performed for the installation shall be inspected at such time as the City may reasonably require. The City shall have a reasonable time after notice to accomplish the inspection of the Improvements. Developer agrees to pay any required inspection, connection, or impact fees prior to the applicable inspection.
4. Miscellaneous Provisions.
 - a. Indemnification. Developer hereby agrees to hold the City harmless from and against any and all claims, demands, liabilities, actions, damages, expenses, and costs, including without limitation attorneys' fees and costs (collectively the "Claims") which the City may incur and which Claims arise from, relate to, or are in any manner connected to the Property, the Site, or the installation, repair or maintenance of the Improvements.

- b. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- c. **Attorneys' Fees.** In the event it becomes necessary for any part to this Agreement to commence legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.
- d. **Notice.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addresses as listed in the acknowledgements.
- e. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court to be void, voidable, or unenforceable, such term or provision shall not affect any other term or provision of this Agreement.
- f. **Captions.** The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of this Agreement.
- g. **Governing Law.** This Agreement and all matters relating hereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations, or understandings between them relating to the subject matter hereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement.
- i. **Further Actions.** The parties agree to execute and deliver such additional documents and agreements, and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
- j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

GARLAND CITY:

By: 
MayorAttest: 
City Recorder*(Additional Signatures on following pages)*

ESCROW AGENT:

By: 
CASEY JAY WEISE
(Printed Name & Title)Northern Title
(Firm Name)472 W Main # 4
(Address)Tremonton, UT 84337
(City, State Zip)

Caseyw@northerntitle.net
(Email address)

DEVELOPER:

By: John Losee

John Losee, Manager
(Printed Name & Title)

BRPM Land Holdings LLC.
(Firm Name)

246 W 780 S
(Address)

Garland, UT 84312
(City, State Zip)

John Losee
(Printed Name)

johnalosee@gmail.com
(Email address)

ACKNOWLEDGMENT OF ESCROW

STATE OF UTAH }

: SS

COUNTY OF }

On the 2 day of June, 2026, personally appeared before me John Losee, who being by me duly sworn did say that he / she is the Manager of BRPM Land Holdings LLC, and Escrow named in the foregoing Escrow Agreement, and that the Escrow Agreement is signed in

behalf of said corporation by his / her signature under authority of its Board of Directors,
and said BRPM Land Holdings, LLC acknowledged to me that the said
corporation executed the same and Escrow acknowledges that there is on deposit at
Northern Title a sum of money in the amount of
\$ 101,106.20, pursuant to the terms of the Escrow Agreement.

Danielle Boren

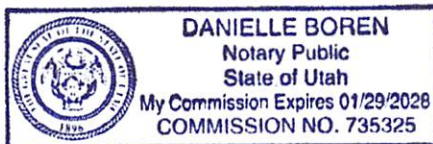
Notary Public

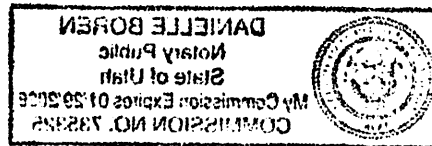
Residing at:

472 W. Main #4 Tremonton, UT 84337

Commission Expires:

1/29/28





ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }

COUNTY OF Box Elder SS }

On the 2 day of June, 2026, personally appeared before me CAROL J. WEESE, who being by me duly sworn, did say that he / she is the Office Manager of Northern Title, and that the Escrow Agreement was signed in behalf of said corporation by authority of its Bylaws (or Resolution of its Board of Directors), and said CAROL J. WEESE acknowledged to me that said corporation executed the same.

Danielle Boren

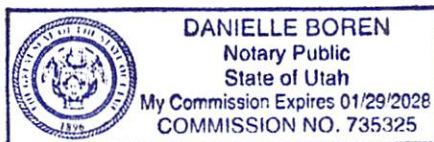
Notary Public

Residing at:

472 W. Main #4 Tremonton, UT 84337

Commission Expires:

1/29/28



1

NOTARY PUBLIC STATE OF UTAH

My Commission Expires 01/20/2026

COMMISSION NO. 735325

DANIELLE BOREN

Notary Public

State of Utah

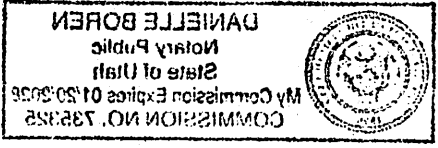


EXHIBIT A
"Site Plan/Final Plat Approval & On-Site Improvements Exhibit"

INDEX SHEET



PROJECT LOCATION



VICINITY MAP
SCALE 1"=1250'

SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	INDEX SHEET
2	EXISTING CONDITIONS
3	SITE PLAN
4	DRAINAGE PLAN
5	GRADING PLAN

OWNER/DEVELOPER
JON LOSEE
12 WEST 100 NORTH
TREMONTON, UTAH 84337

CIVIL ENGINEER
ALLIANCE CONSULTING
ENGINEERS, INC.
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
435-755-5121

business world (e.g. business is not one dimension)

- [illegible]

[illegible]

CONFIDENTIALITY AND COPYRIGHT NOTICE
UNAUTHORIZED USE, DISCLOSURE, OR COPYING OF THIS
DRAWING IS PROHIBITED.

CONSTRUCTION DOCUMENTS THAT ARE DISTRIBUTED FOR BIDDING PURPOSES SHALL NOT BE RETURNED AND SHALL BE DESTROYED WITHIN 30 DAYS AFTER THE BID OPENING ON THE DRAWING SET.



**ALLIANCE CONSULTING
ENGINEERS**
150 EAST 200 NORTH SUITE #
LOGAN, UT 84321
(435) 755-5121
alliance@alliance-engineers.com



PROJECT TITLE
LOSEE STORAGE PHASE 2

PART OF THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 12 NORTH, RANGE 3 WEST,
SALT LAKE BASELINE AND MERIDIAN
248 West 1400 South
GARLAND, UTAH

DRAWING TITLE	INDEX SHEET
---------------	-------------

DATE: 10-2005



AE
ALLIANCE ENGINEERS
CONSULTING
1555 EAST 200 NORTH SUITE 200
OGDEN, UT 84203
(435) 770-5121
www.allianceengineers.com

DATE: _____
PROJECT NO.: _____
SHEET NO.: _____

NO.	REVISION/REMARKS	DATE

PROJECT: LOSEE LOOSE STORAGE PHASE 2
SITE PLAN
34, TOWNSHIP 12 NORTH, RANGE 3 WEST, SALT
LAKE BASIN AND MERRIAM
BOX 6100, OGDEN
UTAH, 84203

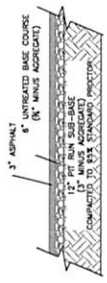
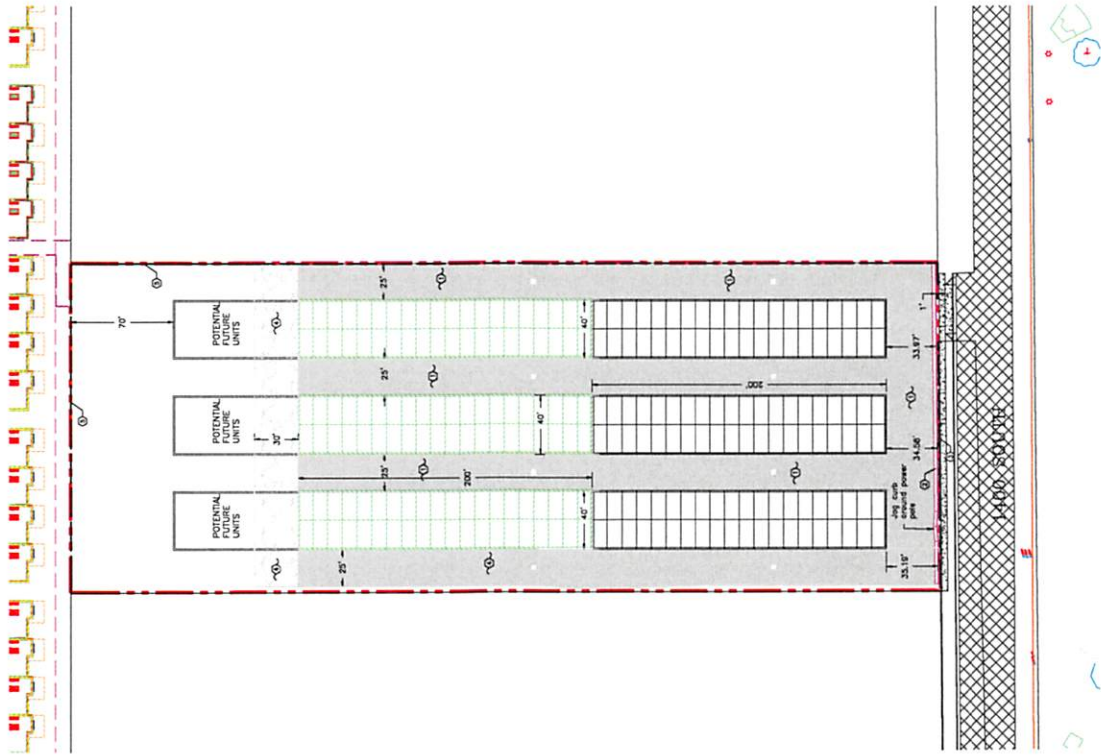
DATE: 12-20-2023
DRAWN BY: [Signature]

LOSEE STORAGE PHASE 2 SITE PLAN



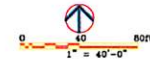
SITE REFERENCE NOTES

- ① 3" ASPHALT OVER PROPERLY PREPARED BASE COURSE
- ② 30" ASPHALT TYPE A INFLOW CURBING
- ③ DECORATIVE FENCE
- ④ 8" UIC OVER 12" R1 RUN
- ⑤ CHAIN LINK FENCE

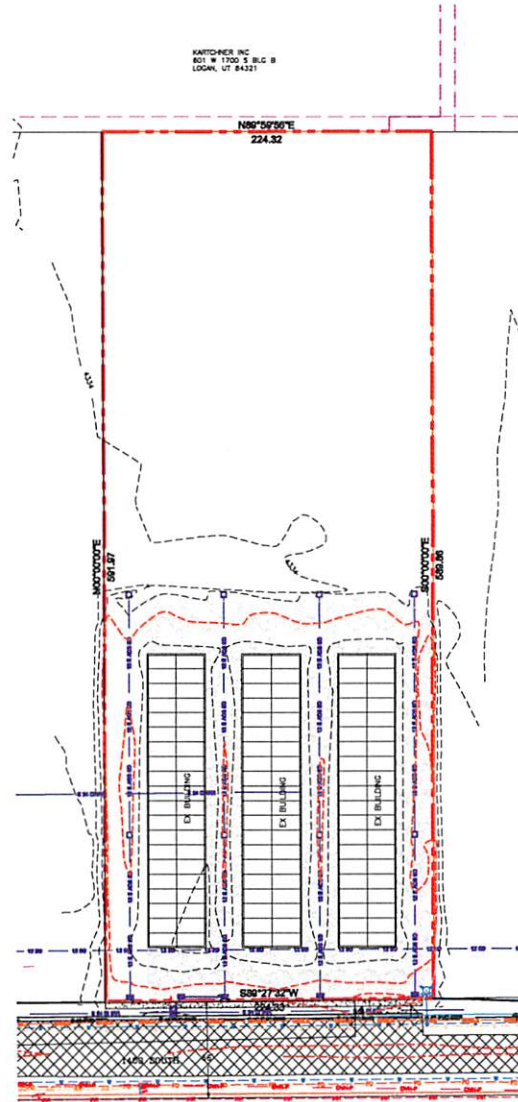


PARKING PAVEMENT SECTION

LOSEE STORAGE PHASE 2 EXISTING CONDITIONS



KAYTORRES INC
801 W 1720 S BLDG B
LOGAN, UT 84321



BOX ELDER COUNTY SCHOOL DISTRICT
180 S MAIN BRIDGEM CITY, UT 84302

LEGEND	
	BOUNDARY LINE
	PUBLIC UTILITY EASEMENT
	EXISTING WATER
	EXISTING SEWER
	EXISTING STORM
	EXISTING IRRIGATION
	EXISTING GAS
	EXISTING POWER
	EXISTING MNR CONTOUR (0.5')
	EXISTING MNR CONTOUR (1.5')
	EXISTING ASPHALT
	EXISTING GRAVEL

SE sec 34
Brass cap
Elev: 4333.29



ALLIANCE CONSULTING ENGINEERS
1000 S. MAIN ST. SUITE 100
LOGAN, UT 84301
(435) 752-5121
alliance-engineers.com

ACE

DATE	10/20/2023
REVISION	
DATE	
BY	
CHECKED	
DATE	
PROJECT NO.	

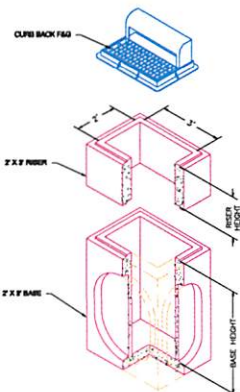
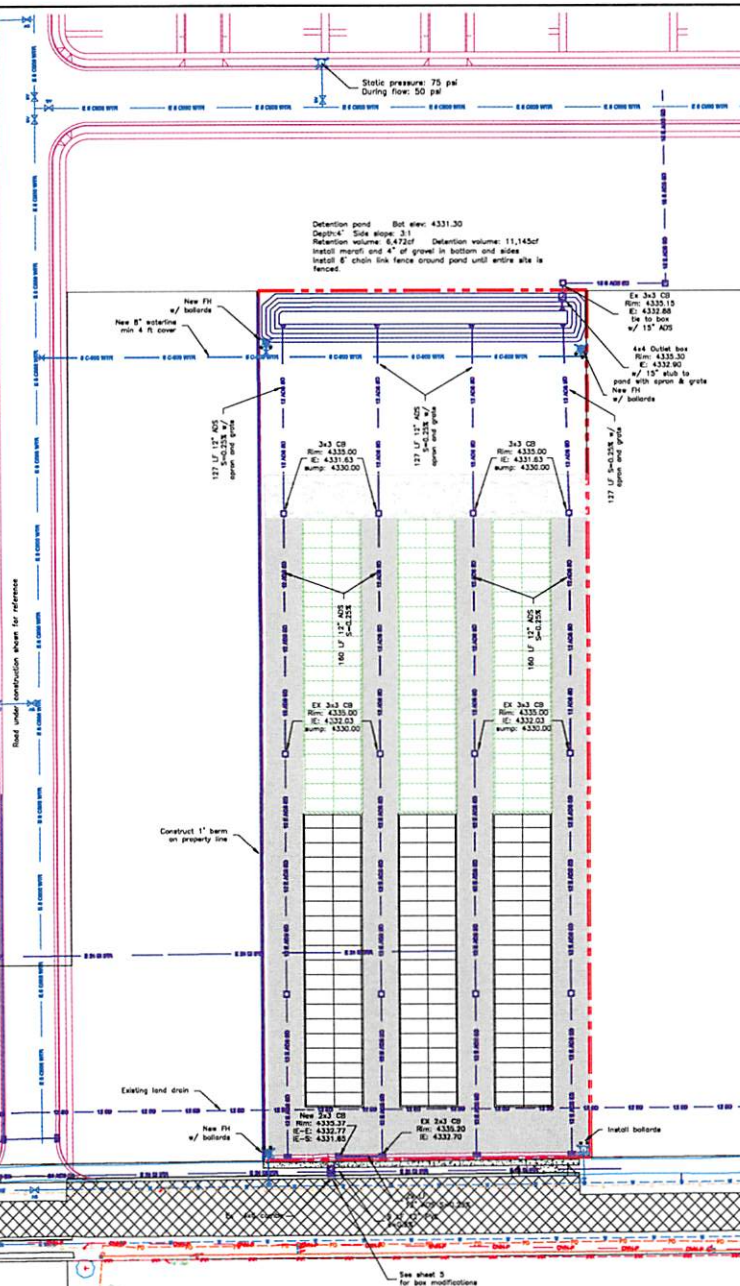
LOSEE LOOSE STORAGE PHASE 2
PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 3 WEST, SALT LAKE COUNTY, UTAH
BOX ELDER COUNTY
GARLAND, UTAH

DATE: 10-20-2023
DRAWING NO. 4

Residual pressure: 40 psi
@ 1060 gpm
last observed by
Fire Chief Steve Harrington

Static pressure: 75 psi
During flow: 50 psi

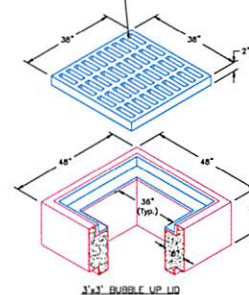
Detention pond
Depth: 4' Side slope: 3:1
Retention volume: 6,472 cu ft
Detention volume: 11,145 cu ft
Install 6" chain link fence around pond until entire site is fenced.



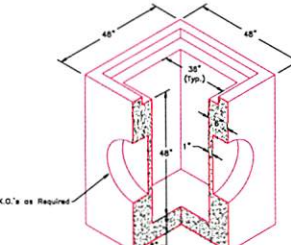
NOTES:
1. Vault design to comply with ASTM C-857 and C-856 with less than 2\"/>

2X3 CATCH BASIN DETAILS

GALVANIZED FRAME AND GRATE
H-20 RATED



3\"/>



NOTES:
1. Vault design to comply with ASTM C-857 and C-856 with less than 2\"/>

3\"/>

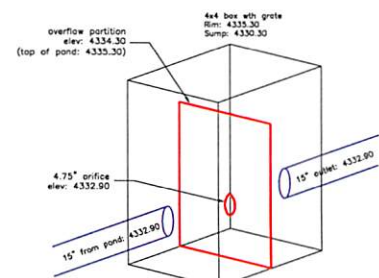
LOSEE STORAGE PHASE 2 DRAINAGE PLAN



LEGEND

---	BOUNDARY LINE
---	PUBLIC UTILITY EASEMENT
---	EXISTING STORM
---	NEW STORM AS NOTED
---	EXISTING ASPHALT
---	NEW ASPHALT
---	NEW CONCRETE
---	NEW GRAVEL

Percolation rate per test performed May 13, 2022: 9 inches/hr



4x4 OUTLET BOX

Orifice Calculator

Given Input Data:

Solving for	Flowrate
Coefficient	0.6100
Diameter	4.7500 in
Headwater	2.0000 ft
Telwater	1.0000 ft

Computed Results:

Flowrate	0.6022 cfs
Velocity	4.8932 fps

Basin Calculations			
Description	Area (sq ft)	Area (ac)	CN
Impervious Area	132247	3.035973	95
Commercial	0	0	95
Open Space	0	0	30
Residential	0	0	95
Mixed Use/Institutional	0	0	95
Pre Development Average CN	132247	3.035973	79
			92.0
Initial Abstraction			
for pre dev	0.77 inches		
Watershed Storage	0.37 inches		
for pre dev	2.86 inches		
Precipitation (10 Yr)	24 hour storm	1.90 inches	
Precipitation (25 Yr)	24 hour storm	2.30 inches	
Precipitation (100 Yr)	24 hour storm	2.52 inches	
Direct Runoff (10 Yr)	24 hour storm	1.23 total runoff depth	
for pre dev (10 Yr)	24 hour storm	0.82 total runoff depth	
Direct Runoff (25 Yr)	24 hour storm	1.55 total runoff depth	
for pre dev (25 Yr)	24 hour storm	0.74 total runoff depth	
Direct Runoff (100 Yr)	24 hour storm	2.10 total runoff depth	
for pre dev (100 Yr)	24 hour storm	1.14 total runoff depth	
Post Development			
10-Year Direct Runoff	0.31 acre-ft	13534.05996 sq ft	
25-Year Direct Runoff	0.39 acre-ft	17154.70483 sq ft	
100-Year Direct Runoff	0.53 acre-ft	23192.839 sq ft	
Pre Development			
10-Year Direct Runoff	0.13 acre-ft	5683.891778 sq ft	
25-Year Direct Runoff	0.19 acre-ft	8139.325403 sq ft	
100-Year Direct Runoff	0.27 acre-ft	12016.34817 sq ft	
Required Storage			
10-Year Direct Runoff		7940.588176 sq ft	
25-Year Direct Runoff		8994.850519 sq ft	
100-Year Direct Runoff		10576.58902 sq ft	
Required Permanent Retention	0.48 inches	5269.85 sq ft	



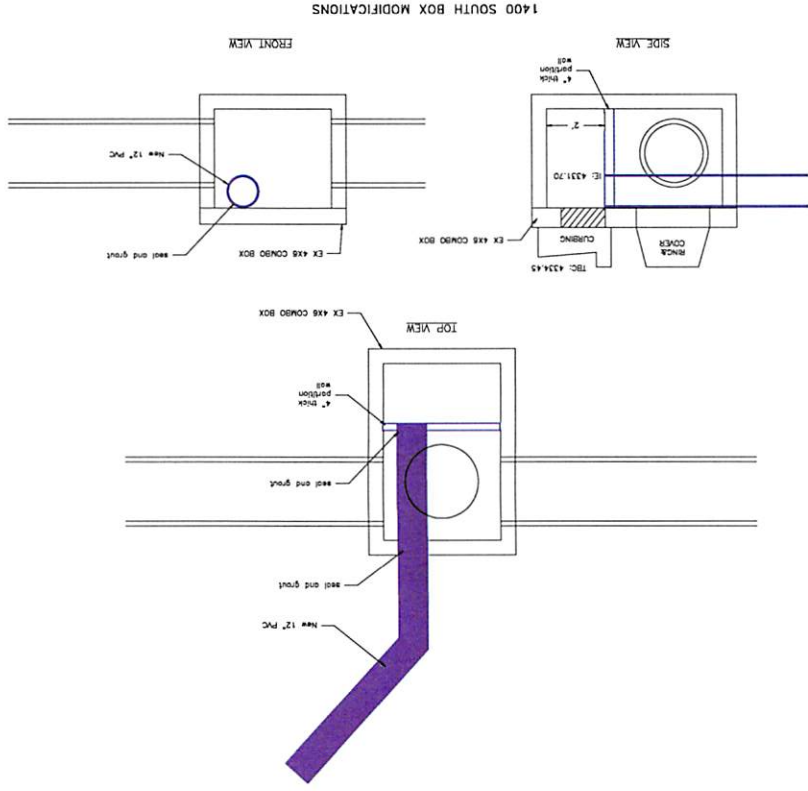
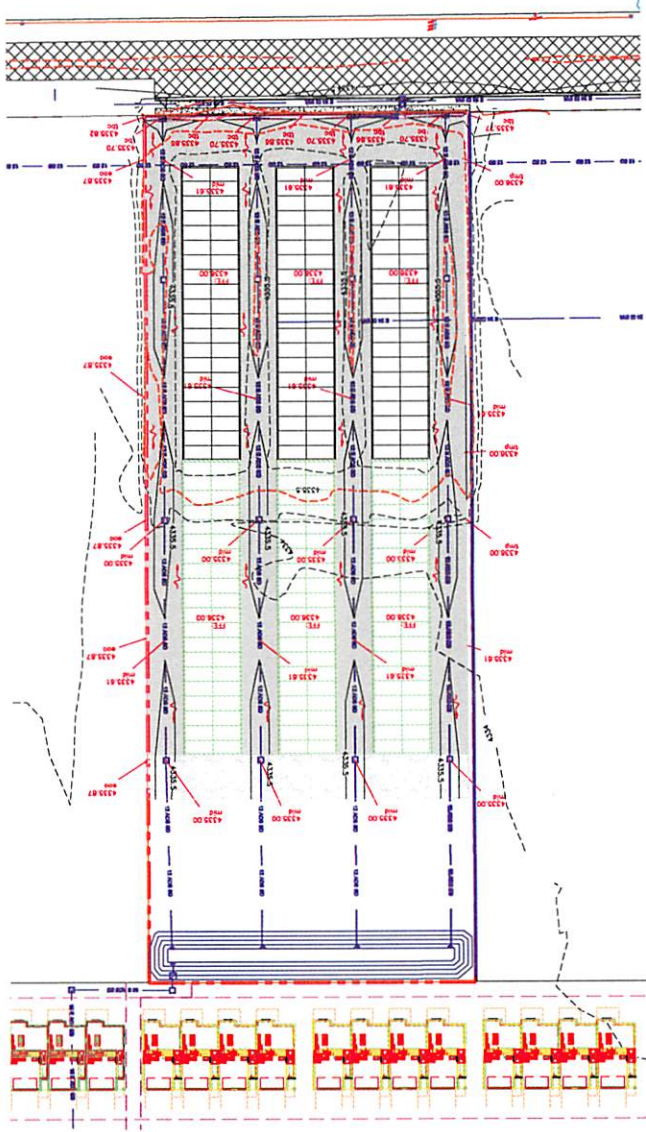
ALLIANCE CONSULTING
ENGINEERS
1000 N. 1000 W.
SALT LAKE CITY, UT 84119
Phone: 313.1234
Fax: 313.1234
www.alliance-engineers.com

Owner:

NO.	REVISION/DESCRIPTION	DATE	BY	CHKD

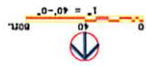
LOSEE STORAGE PHASE 2
DRAINAGE PLAN
1000 N. 1000 W.
SALT LAKE CITY, UT 84119
Phone: 313.1234
Fax: 313.1234
www.alliance-engineers.com

DATE: 10-2023
DRAWN BY: [Signature]



Legend:

- EXISTING ASPHALT
- EXISTING ASPHALT
- EXISTING MUD CONTOUR (2.5)
- EXISTING MUD CONTOUR (2.5)
- PROPOSED MUD CONTOUR (2.5)



LOOSE STORAGE PHASE 2
GRADING PLAN

DATE: 10-2023
SHEET: 5

PROJECT: LOOSE STORAGE PHASE 2
PART OF THE SCOUR PROTECTION PROJECT
2.5' DEPTH LANE BASELINE AND VERTICAL CURVE
TO BEAD, UTM

NO.	REVISION/AMENDMENT	DATE
1	ISSUED FOR PERMIT	10-2023

OWNER: U.S. ARMY CORPS OF ENGINEERS
DISTRICT 11
VICTORIA, TEXAS

ALLIANCE CONSULTING ENGINEERS
1000 EAST 2000 NORTH SUITE 200
DALLAS, TEXAS 75201
www.alliance-engineers.com



EXHIBIT B
"Engineer's Estimate"

BOND SUMMARY

Development: Losee Storage Units Phase 2
 Number of Lots: 1
 Project No.: RP-26-00040
 Original Bond Summary Date:
 Bond Posting Date:
 Warranty Beginning Date:
 Warranty Completion Date:
 Warranty Release Date:
 Release Number: N/A
 Release Date: N/A
 Final Plat Recording Date:

ITEM	UNITS	QUANTITY	BOND UNIT PRICE	BOND AMOUNT	10% WARRANTY	COMPLETED TO DATE % COMPLETE	AMOUNT	REMAINING AMOUNT
STORM DRAIN								
12" HDPE storm drain pipe	L.F.	287	\$75.00	\$21,525.00	\$2,152.50	0.00%	\$0.00	\$21,525.00
Junction Box	EA.	1	\$4,000.00	\$4,000.00	\$400.00	0.00%	\$0.00	\$4,000.00
Storm drain bed, mat. (12"-21" pipe)	L.F.	287	\$7.00	\$2,009.00	\$200.90	0.00%	\$0.00	\$2,009.00
Detention Earthwork	CY	680	\$9.00	\$6,120.00	\$612.00	0.00%	\$0.00	\$6,120.00
<i>Storm Drain Subtotal</i>				\$33,654.00		0.00%	\$0.00	\$33,654.00
ASPHALT								
4" Base course	S.F.	9200	\$0.65	\$5,980.00	\$598.00	0.00%	\$0.00	\$5,980.00
<i>Asphalt Subtotal</i>				\$5,980.00		0.00%	\$0.00	\$5,980.00
MISCELLANEOUS								
6' Chain link fence	L.F.	540	\$25.00	\$13,500.00	\$1,350.00	0.00%	\$0.00	\$13,500.00
<i>Miscellaneous Subtotal</i>				\$13,500.00		0.00%	\$0.00	\$13,500.00
SUBTOTAL:				\$53,134.00			\$0.00	\$53,134.00
Mobilization (5% of Subtotal)	Lump	1	\$2,656.70	\$2,656.70	\$265.67	0.00%	\$0.00	\$2,656.70
Materials Testing (0.5% of Subtotal)	Lump	1	\$265.67	\$265.67	\$26.57	0.00%	\$0.00	\$265.67
<i>Mobilization & Test Subtotal</i>				\$2,922.37			\$0.00	\$2,922.37
BOND SUBTOTAL:				\$56,056.37			\$0.00	\$56,056.37
+ 10% WARRANTY:					\$5,605.64			
TOTAL BOND AMOUNT:				\$61,662.01				

Total Completed to Date:	\$0.00
Previously Released:	\$0.00
Warranty Amount being Released:	\$0.00
Construction Amount being Released:	\$0.00
Construction Amount Remaining:	\$56,056.37
Warranty Amount Remaining:	\$5,605.64

Public Works Director