

MEMORANDUM

TO: *Garden City Planning Commission*

FROM: *Sharlene*

RE: *Regular Meeting of December 4, 2019*

Hi Everyone:

For December, Norm will be coming for Final of Phase 2 of Waterdance... Jeff Jorgensen with Long Ridge Subdivision will be coming in for Preliminary of Phase 2...We'll be reviewing the Food Truck Zone with Mark Smoot to see how things went this summer, and discussion of the RV/Campground Ordinance (which I am including).

I am also sending the minutes because next week being Thanksgiving, I didn't want you to have to wait for them. I will send the agenda and any other discussion items that may come in next week.

Have a nice Thanksgiving!!!

*Thanks,
Sharlene*

**MINUTES OF THE
PUBLIC HEARING OF THE
PLANNING COMMISSION
OF GARDEN CITY, UTAH**

The Garden City Planning Commission held a Public Hearing on Wednesday, November 6, 2019 at the Garden City Lakeview Building located at 69 N. Paradise Parkway, Building C. Commission Chair Lance Bourne opened the meeting at 5:00 p.m.

Planning Commission Members Present:

Lance Bourne, Chair
Susann House
Todd Stevens
Jared Hislop
Dan Kurek
Joey Stocking

Excused: Lindsey Thompson

Others Present:

Sharlene Millard
Anita Weston
Conner House

Burt Carlisle
Clair Webb
Steve Talbot

ROLL CALL

Commission Chair Bourne asked for a roll call: Commission Chair Bourne, Commission Member House, Commission Member Kurek, Commission Member Stevens, Commission Member Hislop, Commission Member Stocking.

DISCUSSION OF ORDINANCES

#19-22, an Ordinance updating the Commercial zone.

Commission Member Bourne talked about the Ordinance and adding the Multiple Family Residences. No other comments.

ADJOURNMENT

After some discussion, Commission Member House made the motion to adjourn the Public Hearing. Commission Member Stevens seconded the motion. All in favor and the meeting closed at 5:04 p.m.

APPROVED:

ATTEST:

Lance Bourne, Chair

Sharlene Millard, Assistant Clerk

**MINUTES OF THE
REGULAR MEETING OF THE
PLANNING COMMISSION
OF GARDEN CITY, UTAH**

The Garden City Planning Commission held their regularly scheduled meeting on Wednesday, November 6, 2019 at the Garden City Lakeview Building located at 69 N. Paradise Parkway, Building C. Commission Chair Lance Bourne opened the meeting at 5:05 p.m.

Planning Commission Members Present:

Lance Bourne, Chair
Susann House
Todd Stevens
Jared Hislop
Dan Kurek
Joey Stocking

Excused: Lindsey Thompson

Others Present:

Sharlene Millard
Anita Weston
Conner House

Burt Carlisle
Clair Webb
Steve Talbot

ROLL CALL

Commission Chair Bourne asked for a roll call: Commission Chair Bourne, Commission Member House, Commission Member Kurek, Commission Member Stevens, Commission Member Hislop, Commission Member Stocking.

MINUTES

Public Hearing of October 2, 2019

Commission Member Stocking made the motion to approve the minutes of the Public Hearing of October 2. Commission Member House seconded the motion. All in favor and the motion carried.

Regular Meeting of October 2, 2019

There was discussion on a change in the minutes.

Commission Member Kurek made the motion to accept the minutes with changes that Joey stated. Commission Member House seconded the motion. All in favor and the motion carried.

ORDINANCES

#19-20

No Council Members came to explain what was wanted with this ordinance. Commission Member Kurek explained that there are so many new materials out there that can be used now days; it would be too numerous to put in the ordinance. Commission Chair Bourne said he still doesn't want to just have metal buildings. He would hate to not have any standards. Commission Member Hislop said he would like more context before they make any decision about what to change.

There will be more discussion if a Council Member comes. Maybe they can explain it.

#19-21

Everyone thinks this ordinance looks really good.

Commission Member Kurek made the motion to approve Ordinance #19-21. Commission Member House seconded the motion. All in favor and the motion carried.

#19-22

Commission Member Stocking made the motion to approve Ordinance #19-22. Commission Member Kurek seconded the motion. All in favor and the motion carried.

NEW STAGE AT BEAR LAKE ADVENTURE PARK, Clair Webb

Commission Chair Bourne asked about the parking at the Adventure Park. Mr. Webb said he has the original parking up there which handles about 37 parking stalls. There are 25 parking spaces along the road. It's actually on Norm Mecham's land, but he said Mr. Webb could use it. With the new land, there's room for an additional 25-30 more spaces. There could be as many as 100 parking spaces.

The limit of people at the Adventure Park is 400 right now. It might grow every year. Commission Chair Bourne said we don't really have guidelines for parking with that type of business. We may just have to look at this next year and see how things are going.

Mr. Webb said the activities at the park will end before the concert starts, however, the restaurant will remain open. The stage will be wood and metal beams. It will match the siding of their building.

Commission Chair Bourne said they need to talk with the Town Council about Shundahai's egress/ingress. The road should be private. Mr. Webb said Mr. Mecham deeded most of the roads to Shundahai, but not their road. There was a question and discussion about the lot line adjustment/lot split. Mr. Webb thinks it's already been taken care of, but it was stated it hasn't gone through the town approval process.

There was discussion about the road being public or private.

Commission Chair Bourne said the Planning Commission needs to figure out the road, parking and the property needing a lot line adjustment. Mr. Webb said he's not creating another lot; it shouldn't need a lot line adjustment. Commission Chair Bourne is concerned about a lot line adjustment on a piece of land that has several acres.

Commission Chair Bourne would like to let him do this for another year and then figure out the parking after next year.

Commission Member Kurek made the motion to approve the stage at Bear Lake Adventure Park, contingent on reviewing the parking in one year from now to see if we need to make any adjustments, lot line adjustment or lot split. Commission Member House seconded the motion. All in favor and the motion carried.

MISCELLANEOUS

Commission Member House said we were supposed to look at the RV campground ordinance. Commission Chair Bourne if someone comes in, they need sewer dumps and water. They need to have sanitary conditions. Even if that means power and water to every lot.

Commission Chair Bourne agreed that they need to follow the RV ordinance and have power and water to every lot, maybe have an RV park needing 5 acres.

Commission Member Kurek suggested having it go into a Commercial zone. KOA had a minimum of about 8 RV's per acre and Bear Lake KOA exceeded that minimum. Commission Member House asked if cabins can be in an RV park? Commission Chair Bourne talked about tiny homes also needing to be in the ordinance. There was discussion about having cabins in the RV park.

Commission Chair Bourne said we better get these things in the ordinance in case someone wants to come in and do different things. He thought we should get with the Moldenhauer's about planning an RV park.

Next month, we'll look at creating campgrounds. Look through #11C-706-F and 11C-800 and get prepared. Commission Chair Bourne with talk with one of the Moldenhauer's and get information about campgrounds.

No comments from the Sanitation Dept.

ADJOURNMENT

Commission Member Stevens made the motion to adjourn the meeting. Commission Member Kurek seconded the motion. All in favor and the meeting closed at 6:05 p.m.

APPROVED:

ATTEST:

Lance Bourne, Chair

Sharlene Millard, Assistant Clerk

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):

- ☐ G Annexation
- ☐ Appeal
- ☐ G Conditional Use Permit
- ☐ Condominium/Townhouse
- ☐ G Encumbrance
- ☐ Extension of Time

- ☐ Lot Split/Lot Line Adjustment
- ☐ G PUD Conceptual
- ☒ PUD Phase Approval/Preliminary or Final
- ☐ PRUD Conceptual
- ☐ PRUD Phase Approval/Preliminary or Final
- ☐ G Subdivision
- ☐ Vacation of Subdivision
- ☐ G Variance
- ☐ Water Transfer
- ☐ G Zone Change
- ☐ Other Land Use Permit _____

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

Project Name: Waterdance Current Zone: PUD Proposed Zone: _____

Property Address: 185 S. 100 W. Garden City UT

Parcel # 41 - 21 - 400 - 0271

Contact Person: Norman Mecham Phone #: 435-757-6278

E-mail address: nmecham@bearlake.com

Mailing Address: PO Box 361 Garden City UT 84028

Applicant (if different): same Phone #: _____

Mailing Address: _____

Property Owner of Record (if different): The Lodge at BL Holdings, LLC Phone #: same

Mailing Address: same

Project Start date: 2020 Completion date: 2022

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

Waterdance Phase 2 Preliminary Plat

Lot Size in acres or square feet: 125,872 sf Number of dwellings or lots: 22

Non-residential building size: NA

I certify that the information contained in this application and supporting materials is correct and accurate.

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.**

for The Lodge at Bear Lake Holdings, LLC

Signature of Owner of Record

Signature of Owner of Record

Email Form

Signature of Owner of Record

Office Use Only
Date Received: _____
Fee: _____
By: _____

PRELIMINARY PLAT
 PHASE 2
 SUBDIVISION
 CITY, RICH COUNTY, UTAH
 SECTION 21
 4 N., RANGE 5 E.
 BASE AND MERIDIAN
 JANUARY 2019

OWNER / DEVELOPER

THE LODGE AT BEAR LAKE HOLDINGS, LLC
 10 SOUTH BEAR LAKE BLVD.
 GARDEN CITY, UTAH
 435-946-3500

191.68'
 (189.75' BR)

HOLDING FENCE
 CORNER FOR
 LATITUDINAL
 LOCATION

41-21-400-0030
 RICH ENTERPRISES

Job Number
 18-010

Sheet
 1 of 1

Mar. 18, 2019
 Date
 1" = 50'
 Scale
 D.T.
 Designed by
 D.T.
 Drawn by

Revisions

PHASE 2 PRELIMINARY PLAT
 WATERDANCE

41-21-400-0038
 RENEE, EDNA & REED WAMSLEY

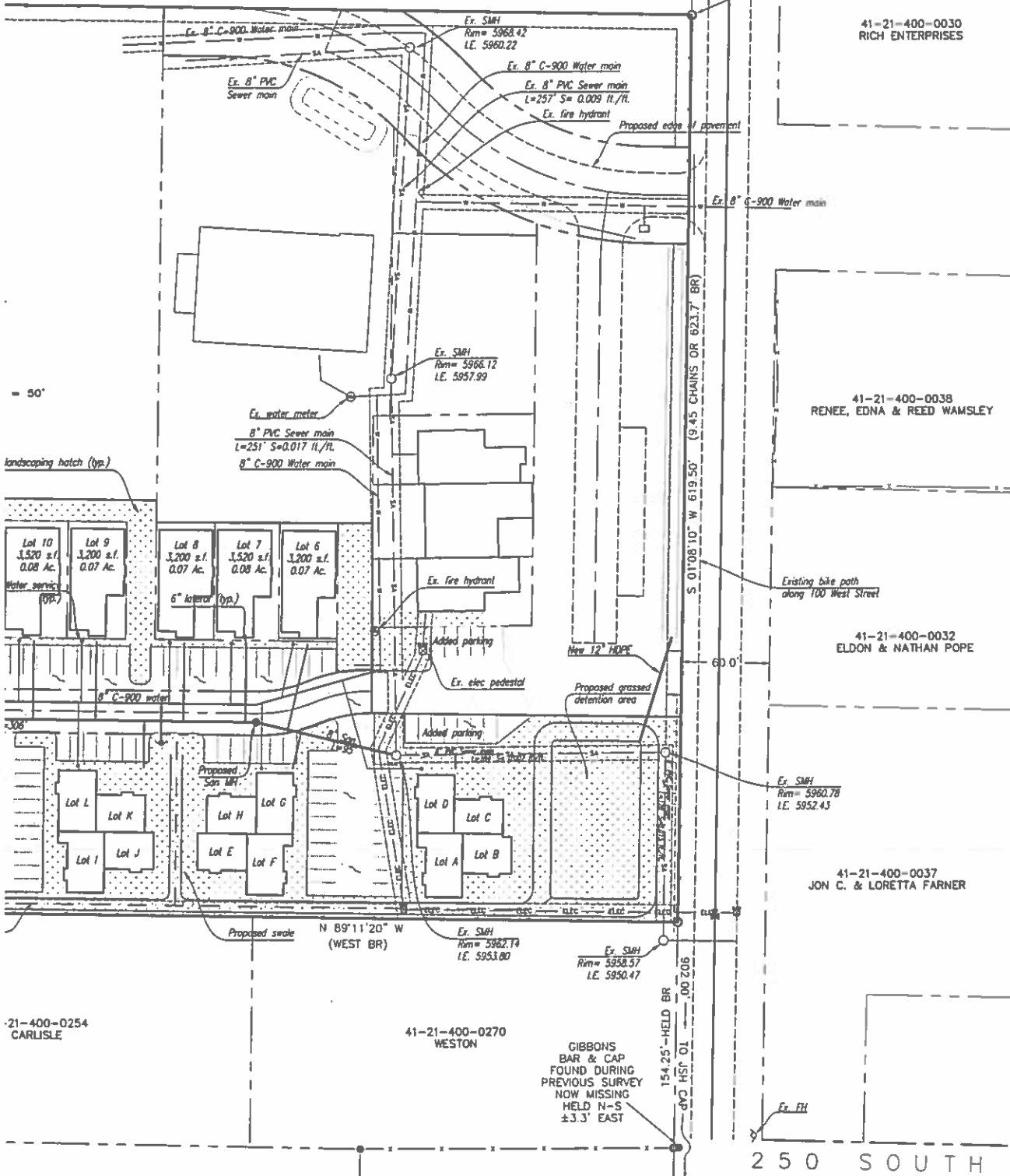
UTAH

GARDEN CITY.



Turner Design Engineering, Inc.

CIVIL ENGINEERING & LAND PLANNING
 1015 SOUTH 500 EAST PROVIDENCE, UTAH 84332
 (435) 685-8245



250 SOUTH

14 N. 17 16
R 5 E. 20 21
S.L.B.&M. COTTON GIN PIN



VICINITY MAP

41-21-400-0272
LARUE CALDER

PR
F
WATER
TOWN OF GARDE
PART
TOWNSHIP
SALT LAK
NK

(EAST BR)
S 89°01'45" E

1178.29'
(1109.6' CALCULATED BR)

41-21-400-0271 THE LODGE AT BEAR LAKE HOLDINGS, LLC ZONED PUD

CURRENT LEGAL DESCRIPTION

COMMENCING 1.90 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, OF THE SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE EAST 17.57 CHAINS, THENCE NORTH 9.45 CHAINS; THENCE WEST 17.57 CHAINS; THENCE SOUTH 9.45 CHAINS TO THE POINT OF BEGINNING, LESS THE WEST 50 FEET CONTAINING 0.71 ACRE TO GARDEN CITY FOR 300 WEST STREET.

AS SURVEYED LEGAL DESCRIPTION

A PARCEL OF GROUND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, FROM WHICH THE COTTON GIN PIN FOUND AT THE NORTHWEST CORNER OF SAID SECTION BEARS NORTH 00°52'53" EAST 2723.2 FEET, AND RUNNING THENCE NORTH 00°52'53" EAST 131.92 FEET (NORTH 1.9 CHAINS OR 131.92 FEET BY RECORD); THENCE SOUTH 89°11'20" EAST 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 300 WEST STREET AND THE POINT OF BEGINNING; AND RUNNING THENCE NORTH 00°52'53" EAST ALONG SAID RIGHT-OF-WAY LINE 622.61 FEET (623.7' BR); THENCE SOUTH 89°01'45" EAST (EAST BY RECORD) 1118.29 FEET (1109.6 FEET BY CALCULATION RECORD) TO THE WEST RIGHT-OF-WAY LINE OF 100 WEST STREET; THENCE SOUTH 01°08'10" WEST 619.50 FEET (SOUTH 623.7 FEET BY RECORD) ALONG RIGHT-OF-WAY LINE; THENCE NORTH 89°11'20" WEST (WEST BY RECORD) 1115.54 FEET (1109.6 FEET BY CALCULATION RECORD) TO THE POINT OF BEGINNING. CONTAINING 15.924 ACRES.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH AND SET THE PROPERTY CORNERS FOR PARCEL 41-21-40-271. THE SURVEY WAS ORDERED BY NORM MECHAM. THE BASIS OF BEARING IS AS SHOWN HEREON. THE CONTROL USED TO ESTABLISH THE PROPERTY LINES WAS THE EXISTING SECTION CORNERS, PROPERTY CORNERS, AND FENCE LINES IN THE AREA AS NOTED HEREON. INITIAL FIELD WORK WAS COMPLETED 2-22-18.

PHASE 1

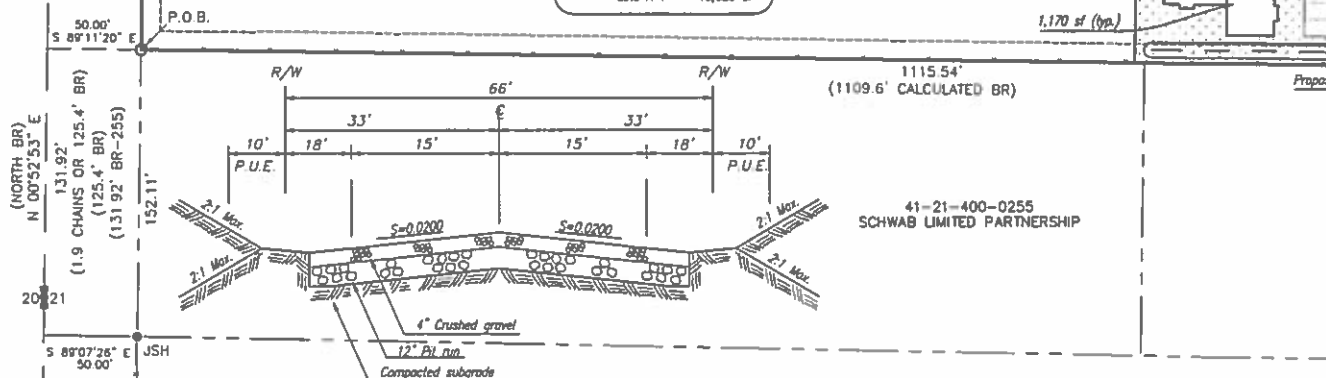
THE AREA TO BE DEVELOPED AS PHASE 2, INCLUDING PARKING, DRIVEWAYS AND LANDSCAPING, IS 2.89 ACRES, OR 125,872 SQUARE FEET. THERE IS NO PUBLIC RIGHT OF WAY IN THIS PHASE.

FUTURE PHASES

OPEN SPACE

Total site area - 125,872 sf
Open space - 95,392 sf

Building area -
Lots 6-11 = 13,800 sf
Lots A-P = 16,600 sf



TYPICAL 66' STREET SECTION

NO SCALE

Application for Project Review Garden City, Utah

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- ☐ Condominium/Townhouse
- ☐ G Encumbrance
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- ☐ PRUD Phase Approval/Preliminary or Final
- ☒ G Subdivision
- ☐ Vacation of Subdivision
- ☐ G Variance
- ☐ Water Transfer
- ☐ G Zone Change
- ☐ Other Land Use Permit _____

Ordinance Reference:

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11B-400
11C-500
11E-524 or 11E-525
Subdivision 11E-503/PUD or PRUD
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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

Project Name: Long Ridge B.L. Phase 2 Current Zone: HE Proposed Zone:

Property Address: 400 W. 1500 S., Garden City, UT

Parcel # 41-32-00-005

Contact Person: Jeff Jorgenson Phone #: 438-881-1999 (cell Texts OK)

E-mail address: jeffjorg2@gmail.com

Mailing Address: 1069 E. 2100 N., North Logan, UT 84341
John K. Hansen, Norven B. Hansen, Randall Hansen 881-1343

Applicant (if different): Family Trust Phone #: Bonnie Jorgenson 435-757-7674
Randall Hansen UT

Mailing Address: 1359 S. Bear Lake Blvd., Garden City, 84008

Property Owner of Record (if different): Same Phone #:

Mailing Address: _____

Project Start date: Spring 2020 Completion date: Summer 2020

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

This is a second phase and continuation of the Long Ridge a Bear-Lake Phase 1. This phase is west of phase 1 and extends Persimmon Dr. and uses the second road of ingress/egress (Homestead Road) built as a part of phase 1.

Lot Size in acres or square feet: 0.75 to 0.87 ac Number of dwellings or lots: 8

Non-residential building size: N/A

I certify that the information contained in this application and supporting materials is correct and accurate.


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.


Signature of Owner of Record


Signature of Owner of Record

Email Form

Signature of Owner of Record

Office Use Only

Date Received: 11-20-19
Fee: 3,000 dep. 500 plat + 80.00 lots
By: Long Ridge a Bearlake SEM

**DEVELOPMENT AGREEMENT
FOR THE LONG RIDGE @ BEAR LAKE SUBDIVISION – PHASE TWO
GARDEN CITY, UTAH**

This Development Agreement is entered into as of this _____ day of _____ 2019, by and between the LONG RIDGE @ BEAR LAKE LLC (the “Owner” or “Developer” interchangeably hereafter), as the owner and developer of a residential subdivision project known as LONG RIDGE @ BEAR LAKE Subdivision – PHASE TWO, (the “Project” hereafter), and Garden City, Utah, a municipality and political subdivision of the State of Utah.

RECITALS:

Developer owns approximately 39.3 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 as described herein.

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 Long Ridge @ Bear Lake Subdivision – Phase Two. In addition, and outside of the limits of the Property being developed, the Developer shall connect to existing roads, water lines, sewer lines, and electrical systems within the existing Long Ridge @ Bear Lake Phase One Subdivision and connect the west end of the proposed Persimmon Drive and with Homestead Road, to Hodges Canyon Road as a second point of ingress/egress for the 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 that can be contained within the Project boundaries is attached and specifically described in Exhibit A. No additional property may be added to this description for purposes of this Agreement, except by written amendment to this Agreement executed and approved by the parties hereto.

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 concept plan as amended by the Development Agreement for Phase One and attached as Exhibit B, (“Concept Plan”). 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 as follows:

- 1) The fee-simple land provided for and labeled Persimmon Dr. within Phase Two of the subdivision.
- 2) The further dedication of the easement, slope easements, and right of way for Homestead Road for the owners of lots within the Long Ridge Subdivision Phase 2. This easement shall be thirty feet (80') wide across Parcels 41-32-000-0005 and 41-32-000-0007 and located such that it connects Persimmon Drive to Hodges Canyon Road as shown on Exhibit B and the vicinity map of the Final Plat. The detailed description of the easement and slope easements shall be as described in the attachment to the Road Easement and Joint Development Agreement entered into by the Long Ridge @ Bear Lake LLC, the Legends at Bear Lake, LLC, and the Town of Garden City and dated _____. This is a nonexclusive easement and subject to further dedication by declarant and trust.

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, at the Developer's

cost and expense the street as shown on the Final Plat and Exhibit C and labeled as Persimmon Drive within Phase Two including extending the road to connect to the existing Persimmon Drive within Long Ridge @ Bear Lake Subdivision Phase One in accordance with Garden City Code 11C-1456 *Modifying Regulations – Developers Requirements*.

1.2.2.2. Culinary Water:

1.2.2.2.1 Main Culinary Waterlines within Persimmon Drive: In accordance with Article 2 of the Long Ridge @ Bear Lake Phase 1 Development Agreement, The City has constructed at the City's costs and expense the main culinary water lines through the Property (Parcel 41-32-000-0005) along Persimmon Drive and thence connecting the same to the existing culinary main line within the Cherimoya Hill Subdivision. The Owner has dedicated to the City a utility easement within these properties for said culinary water main lines through a written easement agreement with City. Additionally, the Developer has constructed or shall construct the culinary water service lines to each lot within this 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 the Long Ridge @ Bear Lake Phase 1 subdivision.

1.2.2.4. Time for Completion. Developer shall complete all infrastructure improvements required by this Agreement, the Concept Plat, and the final plat within twelve months of the date of recording of this Agreement on title to the Property.

1.2.2.5. 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") or cash bond in the amount of \$ TBD which amount represents 110% of the estimated costs of all improvements Developer is required to install pursuant to this Agreement. The Security must be approved by the City Attorney and must provide that City has immediate access to the Security proceeds without unreasonable conditions. The Security proceeds may be released at intervals determined by the City Engineer upon the request of Developer as improvements are completed and are free from liens. The amount of the release shall be determined by City. Such requests for release may be made only once every thirty (30) days and no release shall be authorized until such time as City has inspected the improvements and found them to be in compliance with City's standards. In the event that Developer fails or neglects to fulfill the obligations under this Agreement, City shall have the right to 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, 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.

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 Warrantee Bond released. If any items are not corrected within the foregoing 30-day period, City shall have the right to correct the item, and upon completion of 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.

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 services, as provided in state and city law, City shall provide all 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.

2.3. Public Improvements Provided by City.

2.3.1. There are no Public Improvements, as a part of this Agreement, which the City has agreed to install to provide access, infrastructure or municipal services to the Property.

2.3.2. Pursuant to the Utah Impact Fees Act, UTAH CODE ANN. Chapter 11-36a regarding the policies for expenditure of impact fees, some of the public improvements to be installed as part of the Project are System Improvements or Capital Facilities as defined in the Act. Such improvements may cause the Developer to be entitled to credits or reimbursement for the cost of construction of certain qualifying public improvements or which may also create excess or additional capacity beyond the proportionate share of the need created by the Project under the policies regarding expenditure of impact fees as reflected in City Laws. By this Agreement, the City's responsibility to credit or reimburse the Developer for any such qualifying public improvements shall be considered met by and through the City's construction of the culinary

water lines described in Article 2 of the Long Ridge @ Bear Lake Subdivision Phase One Development Agreement. The parties agree that while developers of residences within the Development shall be assessed and shall pay impact fees calculated by City in accordance with City Laws, Developer shall be entitled to no credits or reimbursements from road or water impact fees, based upon this Agreement.

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 _____ (_____) acres. Parties also agree that the project shall be allowed with a total number of lots within the _____ (_____) acres of the Development shall not exceed eight (8) 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. The portions of the 39.3 acres of parcel 41-32-000-0005 not within the Project area's _____ (_____) acres, including the area dedicated for road rights-of-way, shall be designated as "Undeveloped Parcels" and may be used for future development in accordance with the approved Concept Plan.

4.1.1. No lots shall be smaller than 32,670 sq. ft. (0.75 acres). All lots shall have a minimum lot width of no less than ninety feet (90'). 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').

ARTICLE 5

General Terms and Conditions

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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.

5.6. 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 certified mail or express courier delivery to the parties at the following addresses:

If to Developer:

Jeffrey M. Jorgensen
1069 E. 2100 N.
North Logan, Utah 84341

With a copy to:

Mark B. Hancey
595 Riverwoods Parkway, Suite 110
Logan, Utah 84321

If to City:

Garden City
Attn. Mayor
69 N. Paradise Parkway, Bldg B.
Garden City, Utah 84341

With a copy to:

Seth J. Tait, Olson and Hoggan, P.C.
Garden City Attorney
130 S. Main, Suite 200 P.O. Box 525
Logan, Utah 84321

5.7. 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 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.

5.8. Phasing. Developer may proceed with other phases of the Subdivision generally in accordance with the approved Concept Plan as long as each phase provides for a logical extension of roads, infrastructure and utilities through the Project as approved by City. in

conformance with the requirements of this Agreement and City Laws.

5.9. 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, 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

LONG RIDGE @ BEAR LAKE LLC
Randall John Hansen, Manager
Bonnie Jorgensen, Manager

By: _____
Randall John Hansen

Its: Manager

By: _____
Bonnie Jorgensen

Its: Manager

Garden City

Attest:

By: _____

Mike Leonhardt

Its: Mayor

Kathy Hislop, City Recorder

STATE OF UTAH)

: ss.

County of RICH)

On the ____ day of _____, 2019, 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 _____, 2019, personally appeared before me Kathy Hislop, 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

County Parcel #41-32-000-0005- As described in Legal Property Description:

The Northeast Quarter of the Northeast Quarter of Section 32 Township 14 North, Range 5 east of the Salt Lake Base and Meridian. Less and excepting therefrom, any portion of the following two exceptions A and B, which lie within the said Northeast Quarter of the Northeast Quarter of said Section 32, said exceptions being the approximate 0.659 acres sold to Sweetwater and more specifically described as follows:

Exception A: Beginning at a point which lies North 89°19'02" West 160.23 feet from the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 32, Township 14 North, Range 5 East of the Salt Lake Base and Meridian (said Southeast Corner of the Northeast Quarter of the Northeast Quarter lies South 0°48'11" West 1323.29 feet Recorded South 0°39'08" West 1315.38 feet from the Northeast Corner of said Section 32) and running thence South 72°46'39" West 102.90 feet to a point of curve; thence Southwesterly along a 3750.00 feet radius curve to the right 202.54 feet to a point of tangency; thence South 75°52'19" West 626.30 feet to a point of curve; thence Southwesterly along a 605.00 feet radius curve to the left 183.13 feet; thence South 58°31'43" West 6.81 feet to a point of Curve; thence Southwesterly along a 9705.00 feet radius curve to the Right 125.38 feet; thence North 04°11'38" West 111.92 feet to a point (radius point bears North 31°01'46" West); thence Northeasterly along a 9605.0 foot radius curve to the left 74.08 feet to a point of tangency; thence North 58°31'43" East 6.81 feet to a point of curve; thence Northeasterly along a 705.0 foot radius curve to the right 213.40 feet to a point of tangency; thence North 75°52'19" East 594.98 feet; thence South 89°19'02" East 348.07 feet to the point of beginning.

Exception B: Beginning at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 32, Township 14 North, Range 5 East of the Salt Lake Base and Meridian and running thence North 89°19'02" West 431.06 feet to the North right-of-way line of a 60 foot road to a point (radius point bears North 14°48'17" West) on a 3670.00 foot radius curve to the left; thence Northeasterly 154.86 feet along said curve to a point of Tangency; thence North 72°46'39" East 297.43 (recorded 297.05 feet) feet to the East line of said Section 32; thence South 0°48'11" West 135.93 feet (recorded South 00°39'08" West 135.81 feet) to the point of beginning.

Containing approximately 39.3 acres:

Exhibit B

Concept Plan Drawing/Map as approved by Garden City, City Council, September 20, 2018
and as Amended by the Development Agreement for
Long Ridge @ Bear Lake Subdivision Phase 1

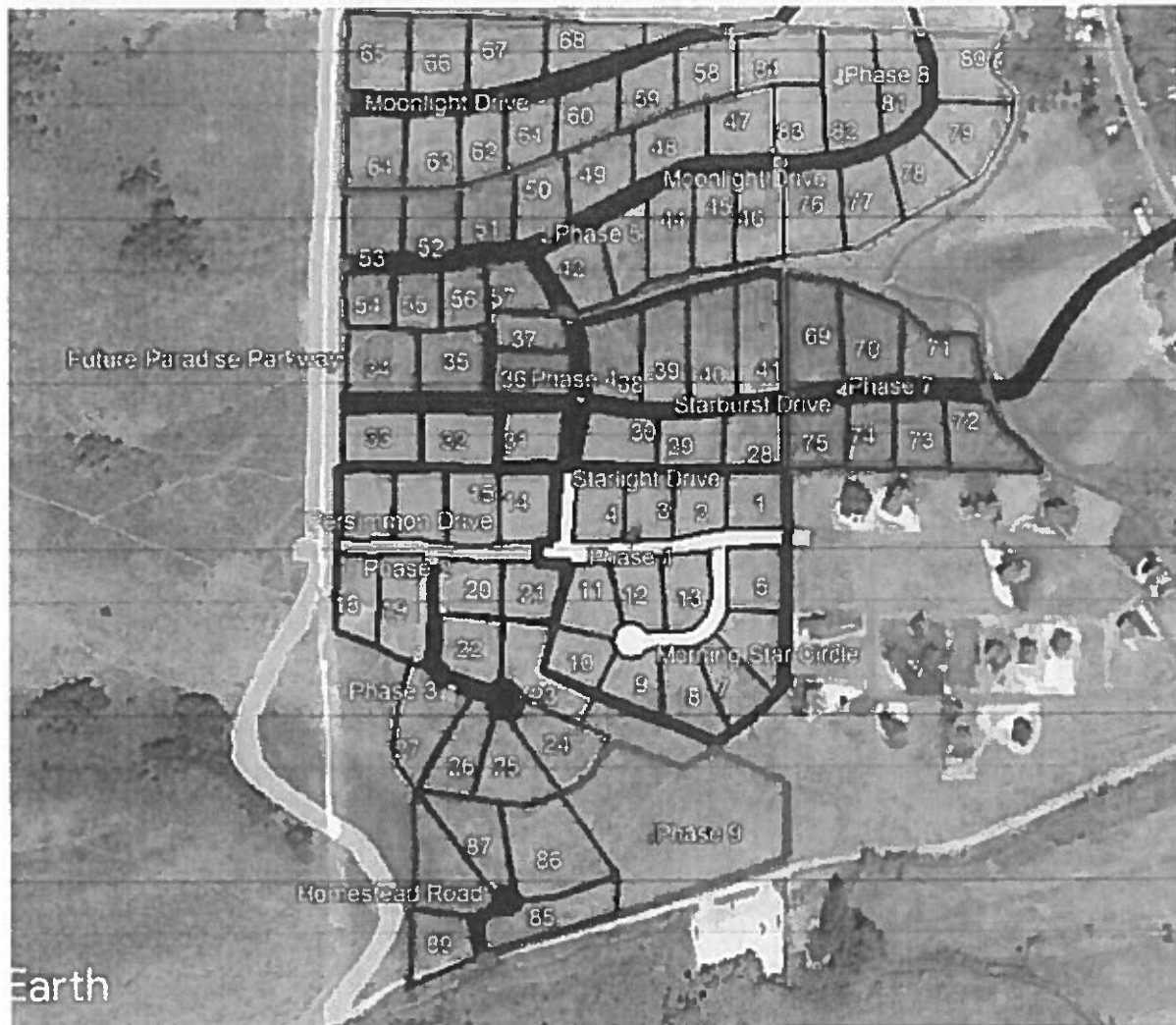


EXHIBIT C

Land (Roadway) to be Dedicated Fee Simple to City This Phase Highlighted in white
Location of Other Roads related to this Subdivision shown in grey



Common Open Space Ownership, Care and Maintenance Plan

Long Ridge @ Bear Lake Subdivision, Phase Two

The following is the Ownership, Care and Maintenance Plan, as required by Garden City Code 11E-526(A), for all land designated as common open space in the Long Ridge @ Bear Lake Subdivision.

Designated common open space in the Long Ridge @ Bear Lake Subdivision, phase one or two and future phases as well, will either be owned by the Long Ridge @ Bear Lake LLC or the Town of Garden City. Transferring ownership of the property from the developer will be done through either one of the following two methods:

1. The filing of a final plat with Rich County.

This will be the most common way for designated open space to be transferred and will be done when the common open space is within the boundaries of the subdivision phase being approved and will therefore be shown on the final plat.

2. The filing of a separate deed or plat with Rich County.

This will be done when the common open space is outside the boundaries of the specific subdivision phase being approved and may typically include the following: 1) a public road outside the boundaries of the project or a private road (with public access but not to be dedicated to the city), 2) a storm-water control element, or 3) areas for active or passive, open-space elements such as hiking or biking trails, picnicking areas, steep areas to be left as natural landscapes, or natural drainage areas and wetlands.

Common Open Space, from time to time, may need to be transferred from the current owner to public ownership. An example of when such would be the case would be if a private road was to become a public road. The development agreement for the subdivision shall provide a way whereby ownership can be otherwise transferred as necessary.

The common open space in **phase one and phase two** is described as follows: (Each areas' reclamation/maintenance plan is also stated.)

- A. The area designated as Common Open Space on the phase one plat and southeast of lot 7. This area will be used for a water detention pond for the storm-water generated from the roads within the subdivision for both phase one and two. After the detention pond has been dug out and shaped, and the topsoil replaced thereon, the area will be re-seeded with a natural seed mixture to match the existing undisturbed, surrounding areas and left in a natural state. The only maintenance of the area that will be required shall be noxious weed control as needed and will be the responsibility of the owner of the property.
- B. The area designated as the Homestead Road shown in the south west portion of the remaining parcel within parcel 41-32-000-0005. The road will be a 20-wide gravel road within an 80-foot designated right-of-way. After the road has been constructed, the road's shoulder and any adjacent disturbed area will be re-seeded with a natural seed mixture to match the existing undisturbed, surrounding areas and left in a natural state. The only maintenance of the *non-road* area that will be required shall be noxious weed control as needed. Maintenance of the graveled road surface shall include re-grading and shaping as needed to maintain a drivable surface and snow removal as needed.

Legal Property Description Being Subdivided by the
Long Ridge @ Bear Lake Subdivision, Phase 2:

The Northeast Quarter of the Northeast Quarter of Section 32 Township 14 North, Range 5 east of the Salt Lake Base and Meridian. Less and excepting therefrom, any portion of the following two exceptions A and B, which lie within the said Northeast Quarter of the Northeast Quarter of said Section 32, said exceptions being the approximate 0.659 acres sold to Sweetwater and more specifically described as follows:

Exception A: Beginning at a point which lies North 89°19'02" West 160.23 feet from the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 32, Township 14 North, Range 5 East of the Salt Lake Base and Meridian (said Southeast Corner of the Northeast Quarter of the Northeast Quarter lies South 0°48'11" West 1323.29 feet Recorded South 0°39'08" West 1315.38 feet from the Northeast Corner of said Section 32) and running thence South 72°46'39" West 102.90 feet to a point of curve; thence Southwesterly along a 3750.00 feet radius curve to the right 202.54 feet to a point of tangency; thence South 75°52'19" West 626.30 feet to a point of curve; thence Southwesterly along a 605.00 feet radius curve to the left 183.13 feet; thence South 58°31'43" West 6.81 feet to a point of Curve; thence Southwesterly along a 9705.00 feet radius curve to the Right 125.38 feet; thence North 04°11'38" West 111.92 feet to a point (radius point bears North 31°01'46" West); thence Northeasterly along a 9605.0 foot radius curve to the left 74.08 feet to a point of tangency; thence North 58°31'43" East 6.81 feet to a point of curve; thence Northeasterly along a 705.0 foot radius curve to the right 213.40 feet to a point of tangency; thence North 75°52'19" East 594.98 feet; thence South 89°19'02" East 348.07 feet to the point of beginning.

Exception B: Beginning at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 32, Township 14 North, Range 5 East of the Salt Lake Base and Meridian and running thence North 89°19'02" West 431.06 feet to the North right-of-way line of a 60 foot road to a point (radius point bears North 14°48'17" West) on a 3670.00 foot radius curve to the left; thence Northeasterly 154.86 feet along said curve to a point of Tangency; thence North 72°46'39" East 297.43 (recorded 297.05 feet) feet to the East line of said Section 32; thence South 0°48'11" West 135.93 feet (recorded South 00°39'08" West 135.81 feet) to the point of beginning.

Less the property previously subdivided by the Long Ridge @ Bear Lake Subdivision Phase 1.

Containing Approximately 26.621 Acres. (The original parcel contained approximately 39.3 acres and now minus the 12.679 acres in Phase 1)

SETRACKS
30' FRONT - 30' REAR - 15' SIDE
NA NO ACCESS
FENCE POST
T-BAR FENCE POST
FENCE LINE
10' WIDE PUBLIC UTILITY
EASEMENT-ALSO TO SERVE
AS A SLOPE EASEMENT
ALONG ANY STREET
CENTERLINE

EXISTING WATER LINE
EXISTING SEWER LINE
EXISTING PROPERTY CORNER
(JSH UNLESS NOTED OTHERWISE)
TO BE SET: 5/8" REBAR
WITH RLS 325023 CAP
RIGHT OF WAY MARKER
SECTION CORNER
EAST/WEST 1/4 CORNER

BY RECORD
EXISTING FIRE HYDRANT
SEE CENTERLINE INFORMATION FOR BEARING
EXISTING SEWER MANHOLE

LONG RIDGE
NE 1/4 SECTION
GARDEN

JOHN K HANSEN
41-20-00-008

THE LEGENDS AT BEAR LAKE
41-20-00-003

Curve #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	118.27'	875.00'	7°44'39"	S 86°12'18" E	118.18'
C2	106.84'	875.00'	6°59'45"	S 78°50'06" E	106.77'
C3	46.24'	575.00'	4°36'27"	N 77°38'27" W	46.23'
C4	101.44'	575.00'	10°08'30"	N 84°59'56" W	101.31'
C5	38.87'	25.00'	89°05'31"	S 45°30'28" E	35.07'
C6	39.67'	25.00'	90°54'29"	S 44°29'34" W	35.83'
C7	70.06'	525.00'	7°38'48"	N 86°13'48" W	70.01'
C8	64.78'	525.00'	7°04'12"	N 78°52'18" W	64.74'
C9	58.87'	925.00'	3°38'48"	S 77°09'37" E	58.86'
C10	118.32'	925.00'	7°19'44"	S 86°24'48" E	118.24'

Notes:

- The development of the improvements for this subdivision, including the requirement to construct Homestead Road and the continuation of Persimmon Drive as a second means of ingress/egress to Hodges Canyon Road for this subdivision as shown graphically in the vicinity map, is described in the Long Ridge @ Bear Lake Phase 2 Subdivision Development Agreement dated _____ and recorded in the office the Rich County Recorder as filing _____.
- The above noted development agreement also includes the easements, slope easements, and rights-of-way connecting between the Long Ridge Subdivision and Hodges Canyon Road, as shown on the vicinity map. These transportation easements are established for a required second ingress and egress for the subdivision and are for:
 - the declarant, the Trusts, and owners of lots within the Long Ridge Subdivision Phases 1 and 2; and
 - emergency responders and public utilities personnel.
- The easement and slope easements for the construction of the culinary water main by Garden City along Persimmon Dr. has been recorded in the office the Rich County Recorder as filings 95233 and 95234.
- Common Open Space for Phase 2 - 10% required = 0.81 acres. 0.81 acres are designated.
- Access to lots 17 and 18 is to be via Persimmon Drive, no access via the road on their west boundary.
- Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code 17-27a-603 (4)(g) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location.

Rocky Mountain Power may require other easements in order to serve this development.

This approval does not affect any right that Rocky Mountain Power has under
(1) a recorded easement or right-of-way (2) the law applicable to prescriptive rights
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities or
(4) any other provision of law



BURR TR
41-32-000-0003

PERSIMMON DRIVE
DEDICATION
30,260 S.F.
0.89 ACRE

Length = 210.48'
Radius = 300.00'
Δ = 40°11'55"

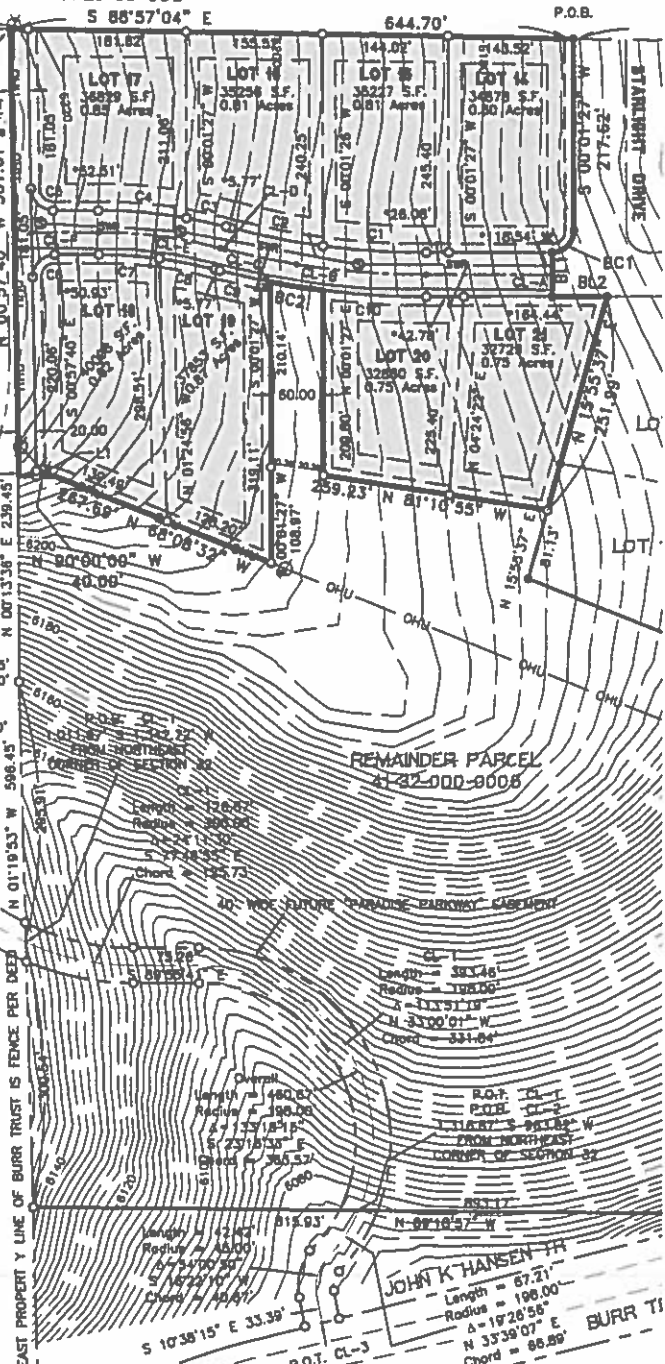
Δ = 129°25'17"
S 19°23'38" W
Chord = 208.19'

N 00°13'36" E 5.47'

Overall
Length = 677.85'
Radius = 300.00'
Δ = 129°25'17"
S 25°13'02" E
Chord = 542.50'

P.O.T. CL-3
1,444.58' S 1,008.24' W
FROM NORTHEAST
CORNER OF SECTION 32

CL-3
Length = 67.21'
Radius = 195.00'
Δ = 19°26'56"
N 33°39'07" E
Chord = 66.89'



COUNTY RECORDER'S NO. _____

STATE OF UTAH, COUNTY OF _____, RECORDED
AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ FEE _____
ABSTRACTED _____

INDEX
FILED IN: FILE OF PLATS _____ COUNTY RECORDER

ROCKY MT. POWER
THE EASEMENTS ON THE PLAT HAVE BEEN REVIEWED
AND ACCEPTED BY ROCKY MT. POWER

THIS _____ DAY OF _____ A.D. 2019

REPRESENTATIVE

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 2019
BY THE GARDEN CITY PLANNING AND ZONING COMMISSION.

CHAIRPERSON

COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE GARDEN CITY COUNCIL THIS _____ DAY OF _____
A.D. 2019. AT WHICH TIME THIS SUBDIVISION WAS
APPROVED AND ACCEPTED.

MAYOR

ATTEST

BEAR & SERVICE

WASTE DISPOSAL AND CULINARY
THIS _____ DAY OF _____

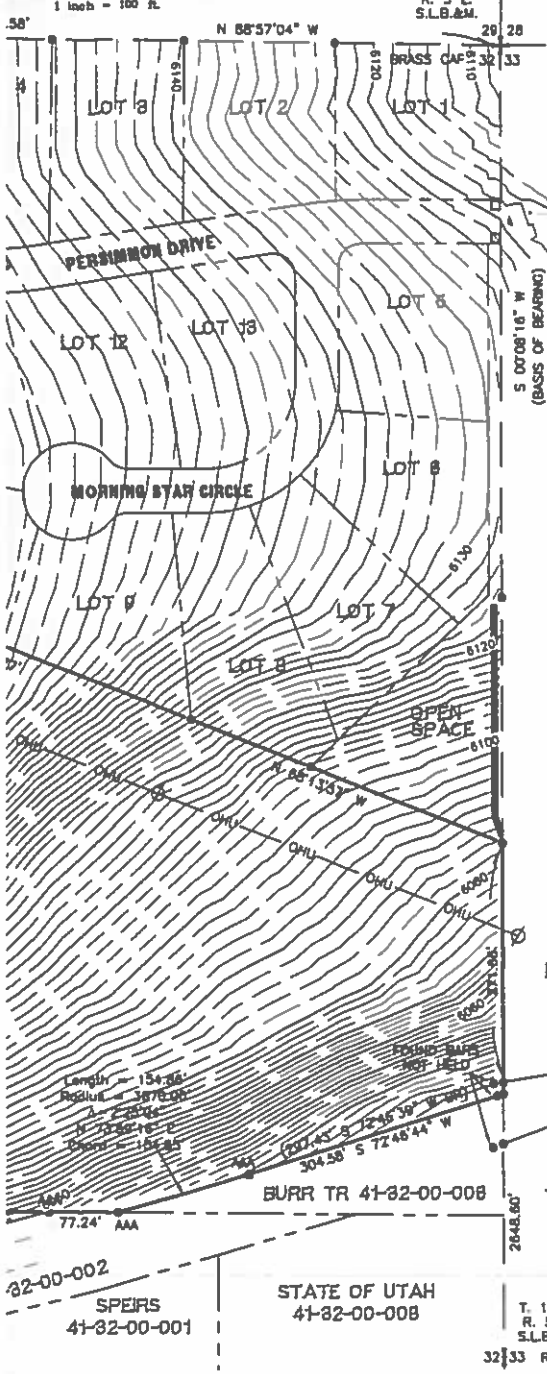
REPR

ENGINEER

I CERTIFY THAT I HAVE EXAMINED
AND IN ACCORDANCE WITH THE

DATE

PRELIMINARY PLAT
BEAR LAKE-PHASE 2 SUBDIVISION
T. 14 N., R. 5 E., S.L.B. & M.
UTAH, RICH COUNTY, UTAH
DECEMBER 2019



BC1
Length = 39.27
Radius = 25.00'
 $\Delta = 90^{\circ}00'00''$
S $45^{\circ}01'27''$ W
Chord = 35.36'
BL1 = S $00^{\circ}01'27''$ W 50.00'
BL2 = S $89^{\circ}58'33''$ E 62.73'

HANSEN TR
41-28-00-018

CHERIMOYA
SUBDIVISION

BC2
Length = 60.78'
Radius = 925.00'
 $\Delta = 3^{\circ}45'53''$
N $80^{\circ}51'57''$ W
Chord = 60.77'



CL-A = S $89^{\circ}55'22''$ W 144.53'

CL-B
Length = 148.62'
Radius = 900.00'
 $\Delta = 9^{\circ}27'41''$
S $85^{\circ}20'47''$ E
Chord = 148.45'

CL-C
Length = 82.92'
Radius = 900.00'
 $\Delta = 5^{\circ}18'43''$
S $77^{\circ}58'35''$ E
Chord = 82.89'

CL-D = N $75^{\circ}20'13''$ W 5.77'

CL-E
Length = 141.28'
Radius = 550.00'
 $\Delta = 14^{\circ}42'56''$
N $82^{\circ}41'42''$ W
Chord = 140.88'

CL-F = N $89^{\circ}58'48''$ E 76.72'

L1 = N $00^{\circ}13'36''$ E 8.00'

LARRY HODGES
41-88-00-080

JOHNSON
41-88-00-144

NORM MECHAM
41-88-00-0145

STATE OF UTAH
41-82-00-001

STATE OF UTAH
41-82-00-008

T. 14 N.
R. 5 E.
S.L.B. & M.
32-33 REBAR W/LARWEST CAP

BOUNDARY DESCRIPTION

A parcel of ground located in the northeast quarter of section 32, township 14 north, range 5 east of the salt lake base and meridian. Described as follows:

Beginning at the brass cap found at the northeast corner of section 32, township 14 north, range 5 east of the salt lake base and meridian, from which the Larwest bar end cap found at the east quarter corner of said section bears south $00^{\circ}08'15''$ west 2648.60 feet; and running thence North $85^{\circ}37'04''$ West 712.56 feet to the northwest corner of lot 4 of the Long Ridge @ Bear Lake Phase 1 Subdivision and to the point of beginning; and thence following said phase 1 the following five courses, 1) South $00^{\circ}01'27''$ West 217.82 feet; 2) Thence 39.27 feet along the arc of a 25.00 foot radius curve to the right through a central angle of $90^{\circ}00'00''$ and a long chord that bears South $45^{\circ}01'25''$ West 35.36 feet; 3) Thence South $00^{\circ}01'27''$ West 50.00 feet; 4) Thence South $89^{\circ}58'33''$ East 62.73 feet; 5) Thence South $15^{\circ}55'37''$ West 251.99 feet; Thence North $81^{\circ}10'55''$ West 250.23 feet; Thence North $00^{\circ}01'27''$ East 209.80 feet to the point of curve of a non-tangent curve, of which the radius point bears north $07^{\circ}15'06''$ east 925.00 feet; Thence 60.78 feet along the arc of a 925.00 foot radius curve to the right through a central angle of $03^{\circ}45'53''$ and a long chord that bears North $80^{\circ}51'57''$ West 60.77 feet; Thence South $00^{\circ}01'27''$ West 319.11 feet; Thence North $89^{\circ}08'32''$ West 287.89 feet; Thence North $89^{\circ}00'00''$ West 40.00 feet to fence and property line; Thence along fence North $00^{\circ}13'36''$ East 5.47 feet; Thence North $00^{\circ}37'40''$ West 501.61 feet to AAA bar and cap; Thence South $88^{\circ}57'04''$ East 644.70 feet to the point of beginning. Containing 326085 square feet or 7.486 acres.

Address Table	
Lot #	Address
14	415 West Parkman Drive
15	1488 South Starlight Drive
16	435 West Parkman Drive
17	457 West Parkman Drive
18	477 West Parkman Drive
19	482 West Parkman Drive
20	482 West Parkman Drive
21	412 West Parkman Drive

SURVEYOR'S CERTIFICATE

I, JEFF S. HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 325023 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT INTO LOTS AND STREETS, HEREINAFTER TO BE KNOWN AS:
"LONG RIDGE @ BEAR LAKE
PHASE 2 SUBDIVISION"
AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN.

APPROVAL AS TO FORM

THIS _____ DAY OF _____ A.D. 2019

ATTORNEY

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREINAFTER KNOWN AS THE "LONG RIDGE @ BEAR LAKE - PHASE 2 SUBDIVISION"

DO HEREBY DEDICATE, GRANT AND CONVEY TO GARDEN CITY, UTAH AND UTILITY COMPANIES ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND UTILITY EASEMENTS FOREVER. WE ALSO DEDICATE TO GARDEN CITY THOSE CERTAIN PARCELS DESIGNATED AS OPEN SPACE FOR PUBLIC UTILITY PURPOSES. THE SAME TO REMAIN AS OPEN SPACE IN PERPETUITY AND SERVE AS A PUBLIC UTILITY EASEMENT. WE DO ALSO DEDICATE TO GARDEN CITY THOSE CERTAIN PARCELS DESIGNATED AS EASEMENTS TO BE USED FOR PUBLIC UTILITY AND DRAINAGE PURPOSES. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS INTENDED FOR PUBLIC USE.

IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURES THIS _____ DAY OF _____ A.D. 2019.

RANDALL J. HANSEN
(MANAGER)

BONNIE H. JORGENSEN
(MANAGER)

State of (Utah)
County of _____

On this _____ day of _____ 20____

personally appeared before me: _____ name of document co-signers
whose identities are personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are

Co-Managers of the Long Ridge @ Bear Lake LLC, and that said document title of office name of LLC
was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said co-managers acknowledged to me that said LLC executed the same.

Witness my hand and official seal

(notary signature)

(notary seal)

FOR OFFICIAL USE ONLY

CITY SPECIAL
DISTRICT

TER SYSTEM APPROVAL
2019

ACTIVE

CERTIFICATE

THIS PLAT AND FIND IT TO BE CORRECT
INFORMATION ON FILE IN THIS OFFICE.

ENGINEER

LONG RIDGE @ BEAR LAKE - PHASE TWO SUBDIVISION

Address of Subdivision:
Approx: 400-500 W, 1400-1500 S, Garden City, UT 84028
Subdivision Point of Contact:
Jeffrey M. Jorgensen, P.E. 1069 E 2100 N, North Logan, UT, 84341
jjorgens2@gmail.com cell- 435-881-1999

Zone = HE = Hilsdale Estates / Number of Lots = 8
Acreage of Subdivision = 7.486 Acres



JSH



SURVEYING & DRAFTING INC.

P.O. BOX 300 • WELLSVILLE, UTAH 84339
(435) 245-9090 • TOLL FREE 1-888-420-0286

11C-706

F. Mobile Home Park Standards.

1. Size of Development: Each mobile home park shall contain at least five gross acres or 25 spaces or lots.
2. Density: Maximum density shall not exceed five mobile homes per net acres. This maximum density may be lessened in particular instances for good cause, at the discretion of the Garden City Planning and Zoning Commission.
3. Minimum Requirements for each mobile home space:
 - i. Minimum width: 60 feet
 - ii. Minimum area: 6000 square feet
 - iii. Minimum parking area: Two (2) spaces, one space 9 by 20'
 - d. Minimum setback from street: 10 feet
 - e. Minimum space of mobile home or manufactured home from lot lines: 15 feet.
 - f. Minimum rear yard: 15 feet
4. Utilities: The park shall be equipped with basic public utilities that shall be placed underground.
 - a. Water service shall be provided for each space and constructed so that they will not be damaged by the parking of such homes or freezing temperatures.
 - b. Sanitary sewers shall be approved by the Bear River District Health Department or Bear Lake Special Service District.
 - c. Connection to Town: The Town of Garden City will be responsible to make the proper water connections to the town network (provided lines are accessible). The owner of the development shall be responsible to provide the distribution lines for water and sewerage systems and connection fees as per approval by the Town Council of the plans.
5. Streets and Road: Each mobile home park shall have asphalt-surfaced roads at least twenty-four (24) feet wide to serve each space and common parking areas. The maximum length of a cul-de-sac shall be 660 feet and minimum radius of turning circle of 50 feet. Maximum grade shall be 8%. Roads with mobile home parks shall remain privately owned and maintained.

6. Recreation and Play Areas: Recreation and common play areas for the development shall be provided equivalent to 10% of the gross development area, and shall consist of well-kept lawns with both scattered trees and open space.
7. Storage: A storage area shall be provided in each mobile home park for the storage of accessory items such as boats, recreational vehicles, etc., (at a ratio of 100 square feet per mobile home space in park).
8. Screening: The boundary of the mobile home park shall be adequately screened from adjacent private property at the discretion of the Planning and Zoning Commission.
9. Space Numbering: Each space in the mobile home parks shall be marked with its proper space number so that emergency personnel can identify the particular trailer. Each space number shall be of uniform size and placement as required by the adopted uniform address system for Garden City.
10. Skirting: All mobile homes placed within mobile home parks shall, within thirty (30) days of their installation, be completely skirted with a material harmonious in color and texture with the exterior of the mobile home.
11. Anchoring: All mobile homes placed within the town of Garden City shall be anchored according to installation instructions in accordance with the construction standards adopted by the State pursuant to section 58-56-4, UCA, 1953 as amended.
12. Solid Waste: Provisions shall be made for properly covered containers and disposal of solid wastes.
13. Fire Protection: The mobile home park shall provide fire protection according to the Garden City Fire District requirements and approved by the Town Council.

CHAPTER 11C-800 Recreation Vehicles and Overnight Camping

11C-801 Definitions: Definitions can be found in section 11A-200

11C- 802 Overnight Camp Grounds. Overnight camp ground developments shall comply with the following requirements.

- A. No occupied Recreational Vehicle or Tent shall be allowed except:
 - 1. In designated campgrounds;
 - 2. All overnight campgrounds shall have a current business license with the Town of Garden City. The fee for said license shall be adopted by resolution. This license shall be subject to revocation by the Town Board for such case as nuisance or violation of this ordinance.
 - 3. Subject to all provisions in Chapter 11C-803 to 11C-806.

11C-803 Storage and Use of Recreational Vehicle. It shall be unlawful to store on any vacant lot any Recreational Vehicle.

11C-804 Recreational Vehicles and Camping on Vacant Lots

- A. It is unlawful to camp on any vacant lot.
- B. It is unlawful to occupy a Recreational Vehicle on any lot except during active construction of a home or cabin and then only for a period not to exceed 18 months, (The occupant must apply for and receive a temporary permit stating the expiration date of the temporary occupancy permit. Such permit shall not be issued until after a building permit for the building has been obtained).

11C-805 Recreational Vehicles and Camping on Lots with Homes, Cabins or Businesses..

- A. Occupation of ONE recreational vehicle not belonging to the property owner by a guest of a property owner on his homesite shall be permitted for no more than 10 consecutive days. At the end of 10 days the recreational vehicle must be moved offsite for a period of 2 weeks (14 days) before returning to the site.
- B. In addition to the recreational vehicle mentioned in (11C-805-A) above, additional recreational vehicles may be located on a lot on a temporary basis when the owner of the property has first obtained from the city, a permit covering the specific time period during which such recreational vehicle may be so located.
- C. Such permits shall specify the days covered and the number of recreational vehicles permitted. Such permits shall not be issued for the same lot for more than 15 days and for not more than 10 consecutive days in any 90-day period. At the end of 10 days the recreational vehicle must be moved offsite for a period of 2 weeks (14 days) before returning to the site.

- D. For the purposes of (11C-805-C) above, a group of contiguous lots under the same ownership shall be considered to be one lot.
- E. All lots for which permits are issued shall have restrooms facilities available for all occupants of recreational vehicles and tents.
- F. Recreational Vehicles placed on a lot as allowed by paragraph (11C-805-B) above shall be placed at least 10' from any property line and at least 6' from other recreational vehicles or structures. There shall not be placed on any lot more than 1 recreational vehicle per 1500 square feet of open lot area not occupied by structures.

11C-1806 Violation – A violation of this Ordinance, or any provisions thereof, shall be punishable by a civil penalty established by resolution.

Updated October 11, 2018.