

1 First Floor Plan
 SCALE: 1/16" = 1'-0"

SOI ARE DESIGN+BUILD
 7219 Winesap Ct.
 Cottonwood Heights, Utah 84121



BEAR LAKE RENTAL RESORT
 PROPOSED PHASE 2
 700 N Bear Lake Blvd Garden City Utah 84018

BEAR LAKE
 ADVENTURE CENTER

SCALARE DESIGN+BUILD
 7219 Winthrop Ct.
 Cottonwood Heights, Utah 84121

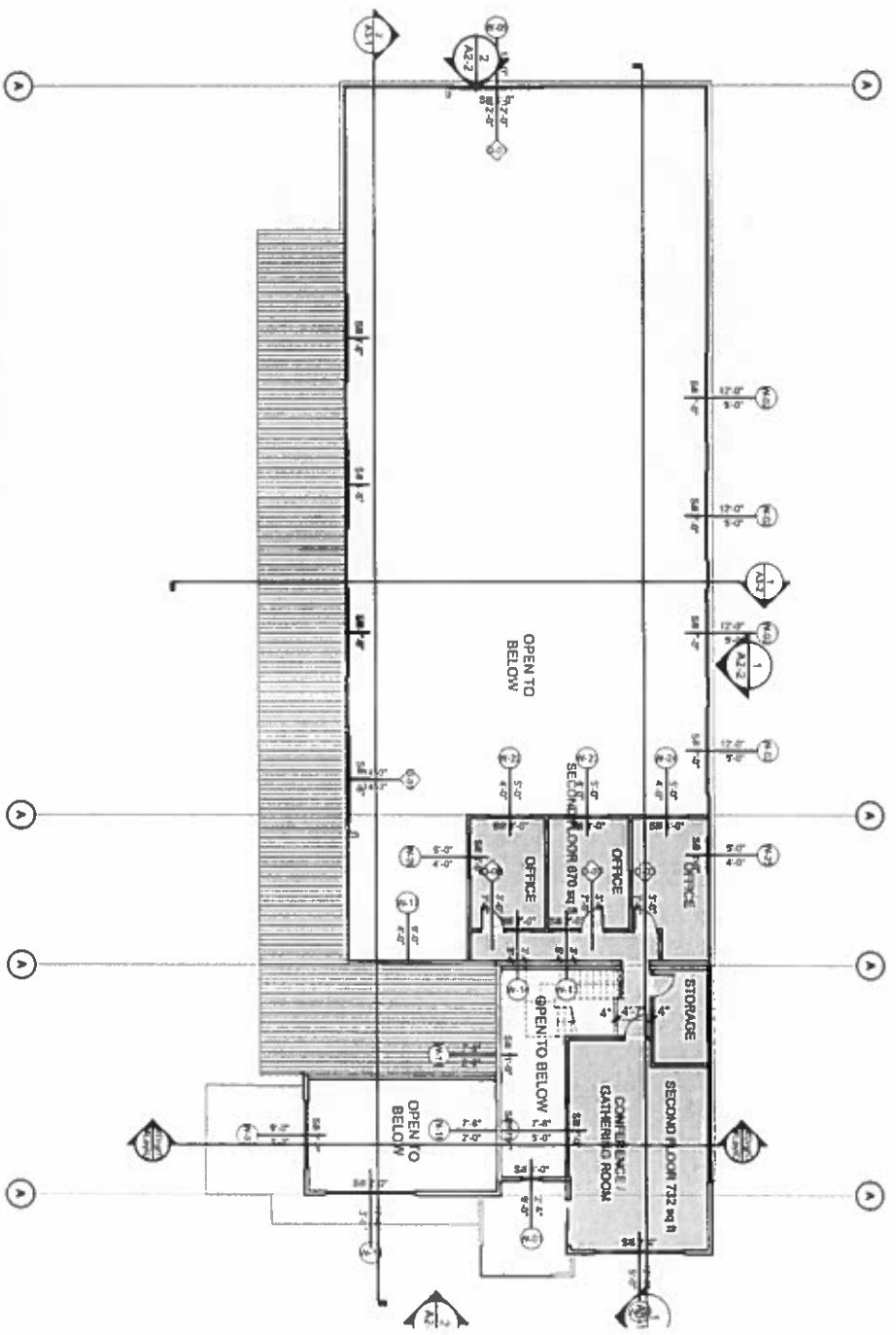
NO. 10000
A/1
BID

BEAR LAKE RENTAL RESORT
PROPOSED PHASE 2
 200 N Bear Lake Blvd Garden City, Utah 84038

BEAR LAKE
ADVENTURE CENTER

Second Floor Pk
 3/23/2

1 **Second Floor Plan**
 SCALE: 1/8" = 1'-0"



SOI ARE DESIGN + BUILD
7279 Minnepa Ct.
Cottonwood Heights, Utah 84121



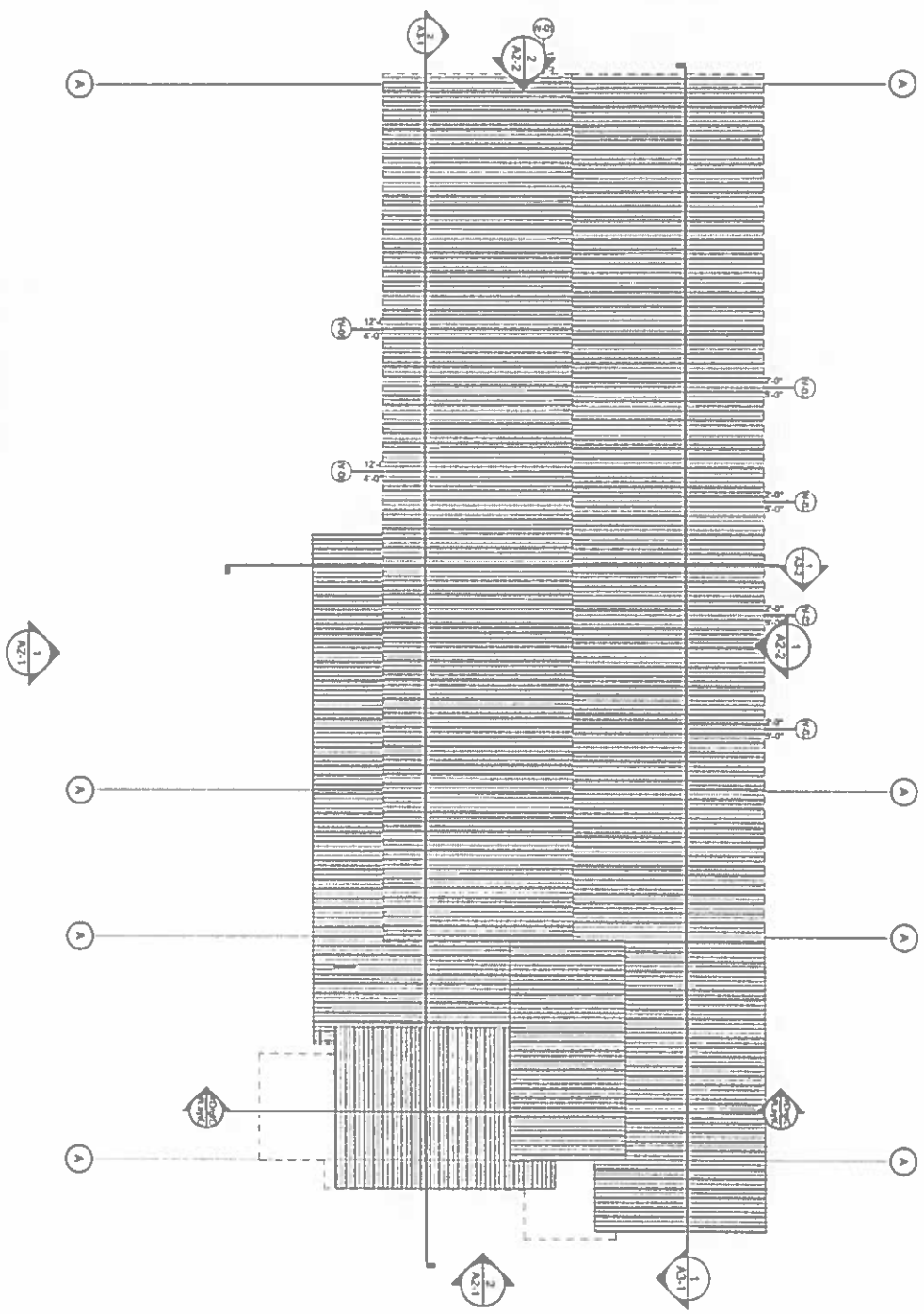
BEAR LAKE RENTAL RESORT
PROPOSED PHASE 2
200 N Bear Lake Blvd Garden City Utah 84028

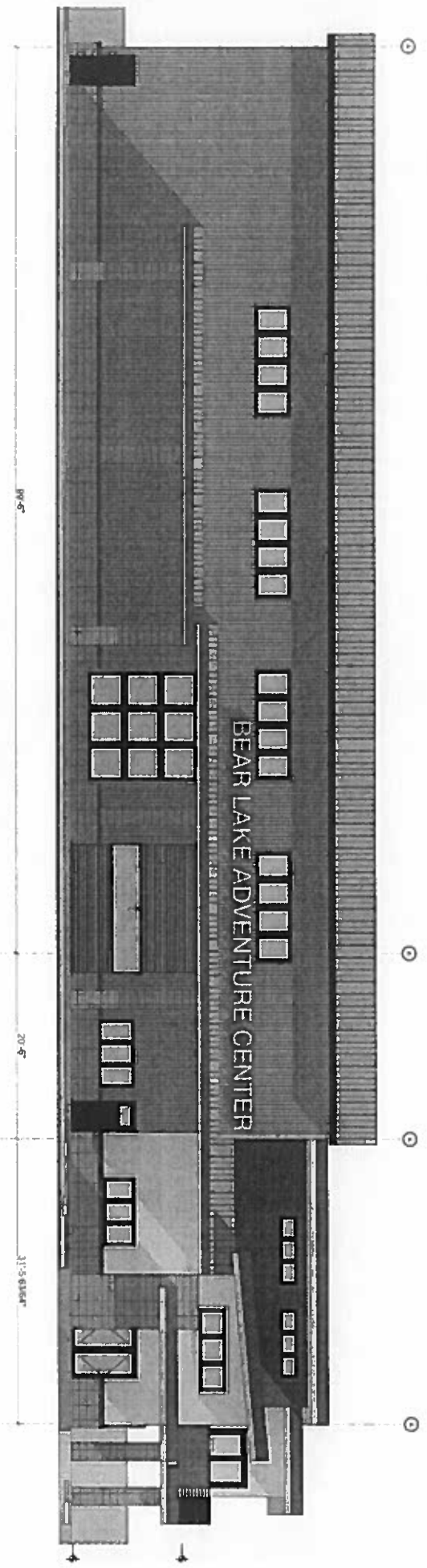
BEAR LAKE
ADVENTURE CENTER

Rev: 1/15
3/23/2

1 Roof Plan

SCALE: 1/16" = 1'-0"





1

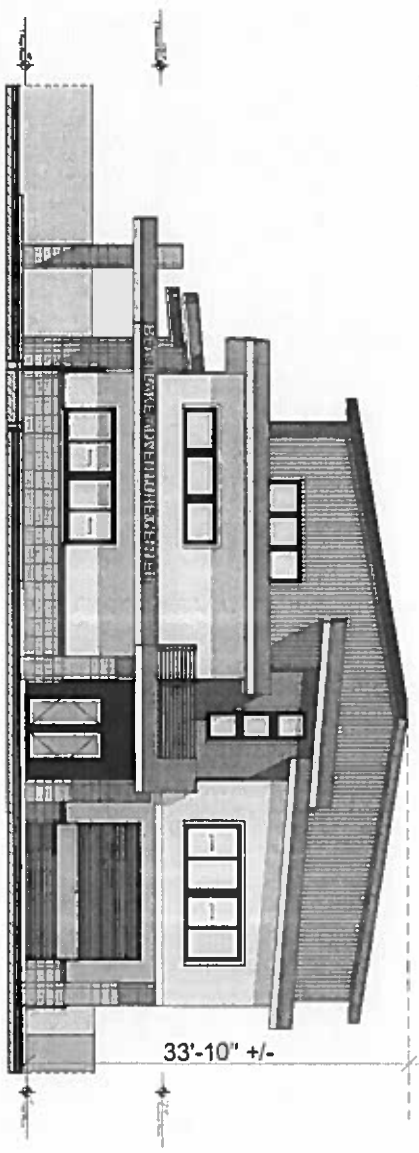
South Elevation

SCALE: 3/32" = 1'-0"

2

East Elevation

SCALE: 3/32" = 1'-0"



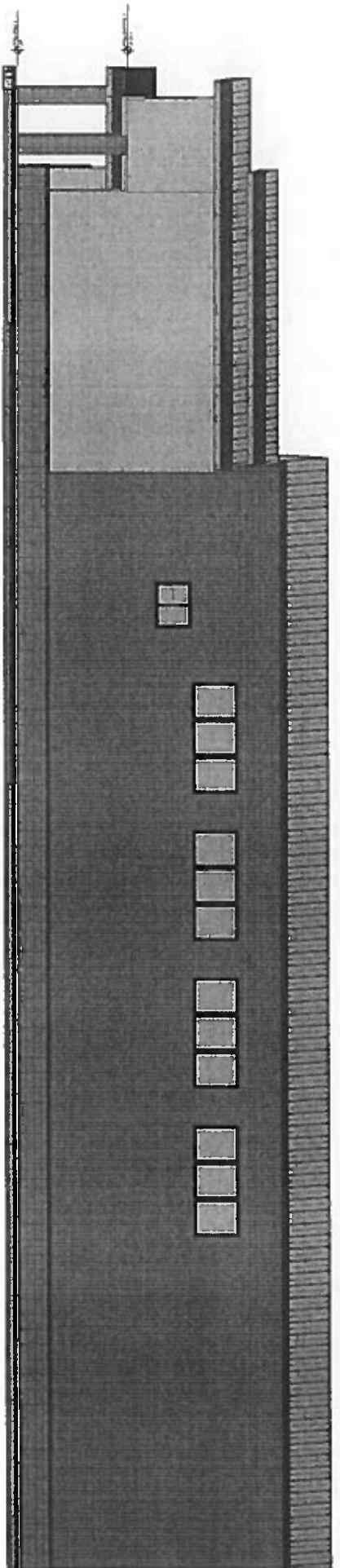
SOI ARE DESIGN+BUILD
7279 Winthrop Ct.
Cottonwood Heights, Utah 84121



BEAR LAKE RENTAL RESORT
PROPOSED PHASE 2
200 N Bear Lake Blvd Garden City Utah 84028

BEAR LAKE
ADVENTURE CENTER

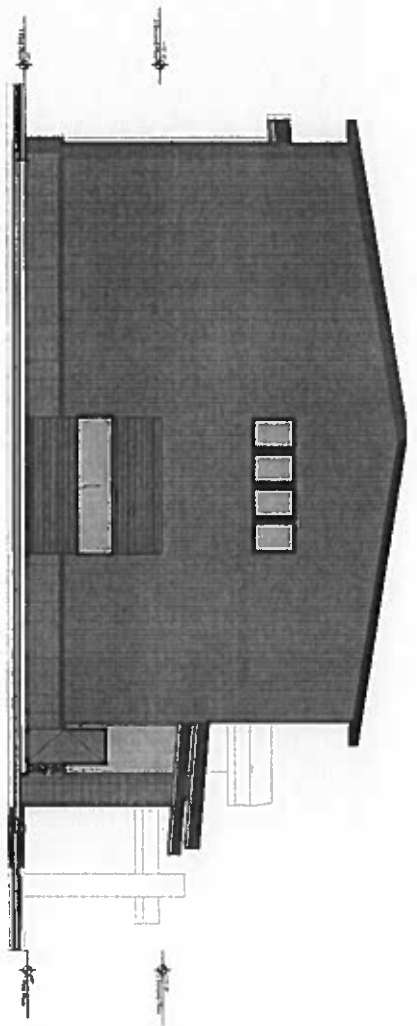
Elevation
3/23/2



2

North Elevation

SCALE: 3/32" = 1'-0"



1

West Elevation

SCALE: 3/32" = 1'-0"

SOLAKE DESIGN+BUILD
 7279 Winsep Ct
 Cottonwood Heights, Utah 84121



BEAR LAKE RENTAL RESORT
 PROPOSED PHASE 2
 700 N Bear Lake Blvd Garden City Utah 84028

BEAR LAKE
 ADVENTURE CENTER

Elevation
 3/23/2

Date	Type	Reference	Original Amount	Balance Due	Payment
11/06/2020	Bill	41-21-491-0001	1,815.79	1,815.79	1,815.79
11/06/2020	Bill	41-21-491-0003	454.42	454.42	454.42
11/06/2020	Bill	41-21-491-0004	3,082.46	3,082.46	3,082.46
11/06/2020	Bill	41-21-491-0005	284.22	284.22	284.22
11/06/2020	Bill	41-16-000-0045	2,874.36	2,874.36	2,874.36
			Check Amount		8,511.25

Zions Checking

8,511.25

Totals	2.00	276,756	276,756	1,815.79
Taxing Units/Entities	Budget Hearing Location, Date, Time	Tax Rate	Tax Amount	
RICH COUNTY GENERAL	COURTHOUSE, 12/02/2020, 1:30PM	0.000943	260.98	
RICH COUNTY SCHOOL	DISTRICT OFFICE, 06/22/2021, 6:00PM	0.002886	784.88	
MULTI-COUNTY A & C		0.000012	3.32	
COUNTY A & C		0.000385	106.55	
GARDEN CITY TOWN	CITY OFFICE, 06/10/2021, 5:00PM	0.000421	116.51	
BASIC SCHOOL LEVY		0.001628	450.56	
GARDEN CITY CEMETERY	CITY OFFICE, 12/01/2020, 7:00PM	0.000051	14.11	
GARDEN CITY FIRE	FIRE STATION, 12/02/2020, 6:00PM	0.000279	77.21	
RICH COUNTY CHARTER SCHOOL		0.000006	1.66	
Current Year Tax Totals		0.006561	1,815.79	
Prepayments	0.00	Abatements/Credits	0.00	Current Year Tax Due
				1,815.79

Please forward this notice to new owner if property has sold. This property may be subject to a reappraisal in 2021 under State Law 59-2-303.1

Balance 1,815.79

Keep above portion for your records. Detach entire bottom portion and return with payment.

X

HOME * PAY REMOTELY
 If taxes using one of the payment options below,
 a MUST BE INCLUDED.

M Argyle
 County Treasurer
 Main, PO Box 186
 Randolph, UT 84064
 435-793-5155, largyle@richcountyut.org
 Office Hours: Mon - Fri, 9-noon, 1-5pm
 Office Closed November 11,26, 27



2020 Real Property Tax Notice
Due November 30, 2020
 Pay Online: www.richcountyut.org

Property Information

Owner Name(s): MC SMOOT INVESTMENTS 3, LLC	Street Address: 211 N BEAR LAKE BLVD (legal on back)
Mortgage Company that May Pay Your Taxes: NO REQUESTING COMPANY	Back Tax Status: NO BACK TAXES OUTSTANDING
Parcel Number: 41-16-000-0045	Taxing District: 015-GARDEN CITY

Tax Information

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
SB-SECONDARY BUILDING	1.00	146,974	146,974	964.30
CB-COMMERCIAL BUILDING	3.00	185,123	185,123	1,214.59
CR-COMMERCIAL REAL ESTATE	0.55	66,000	66,000	433.03
SR-SECONDARY REAL ESTATE	1.00	40,000	40,000	262.44
Totals	5.55	438,097	438,097	2,874.36

Taxing Units/Entities	Budget Hearing Location ,Date, Time	Tax Rate	Tax Amount
RICH COUNTY GENERAL	COURTHOUSE,12/02/2020,1:30PM	0.000943	413.13
RICH COUNTY SCHOOL	DISTRICT OFFICE,06/22/2021,6:00PM	0.002836	1,242.44
MULTI-COUNTY A & C		0.000012	5.26
COUNTY A & C		0.000385	168.67
GARDEN CITY TOWN	CITY OFFICE,06/10/2021,5:00PM	0.000421	184.44
BASIC SCHOOL LEVY		0.001628	713.22
GARDEN CITY CEMETERY	CITY OFFICE,12/01/2020,7:00PM	0.000051	22.34
GARDEN CITY FIRE	FIRE STATION,12/02/2020,6:00PM	0.000279	122.23
RICH COUNTY CHARTER SCHOOL		0.000006	2.63
Current Year Tax Totals ⇨		0.006561	2,874.36
Prepayments	0.00	Abatements/Credits	0.00
		Current Year Tax Due	2,874.36

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):	Ordinance Reference:
<input type="checkbox"/> Annexation	11A-301
<input type="checkbox"/> Appeal	11B-400
<input type="checkbox"/> Conditional Use Permit	11C-500
<input type="checkbox"/> Condominium/Townhouse	11E-524 or 11E-525
<input type="checkbox"/> Encumbrance	
<input type="checkbox"/> Extension of Time	Subdivision 11E-503/PUD or PRUD 11F-107-A-2
<input type="checkbox"/> Lot Split/Lot Line Adjustment	11E-506
<input type="checkbox"/> PUD Conceptual	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PUD Phase Approval/Preliminary or Final	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PRUD Conceptual	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PRUD Phase Approval/Preliminary or Final	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> Subdivision	11E-100
<input type="checkbox"/> Vacation of Subdivision	11E-523
<input type="checkbox"/> Variance	11B-308
<input type="checkbox"/> Water Transfer	13A-1300
<input type="checkbox"/> Zone Change	
<input checked="" type="checkbox"/> Other Land Use Permit <u>Amended</u>	

Project Name: Harbor View Townhomes Current Zone: PUD Proposed Zone: PUP

Property Address: _____

Parcel # 41 - 17 - 000 - 0050

Contact Person: Jan/Paul Thompson Phone #: 435-764-2418

E-mail address: jk-tomp@hotmail.com

Mailing Address: PO Box 6384, W. Logan UT. 84341

Applicant (if different): _____ Phone #: _____

Mailing Address: _____

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

Mailing Address: 2900 N. 1600 E. W. Logan, UT. 84341

Project Start date: June 1, 2021 Completion date: June 1, 2022

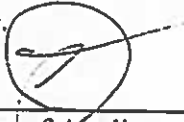
Describe the proposed project as it should be presented to the hearing body and in the public notices.

7 town home units / duplex

Lot Size in acres or square feet: _____ Number of dwellings or lots: 7

Non-residential building size: _____

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

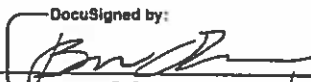


Signature of Applicant

In Process

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

DocuSigned by:


Signature of Owner of Record

Email Form

Signature of Owner of Record

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

March 23, 2021

To Whom It May Concern,

I, Corey Doolin, as Manager of the Harbor Village Master Association attest that the property labeled parcel id 41-17-000-0050 has granted access through easements and/or rights of way to the property. Access is available from Hwy 89 using the existing Raspberry Patch Road and Harbor Village Dr.

For questions please call 435.946.9200

Sincerely yours,

A handwritten signature in black ink that reads "Corey Doolin". The signature is written in a cursive, flowing style.

Corey Doolin

Harbor Village Master Association

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature
Rich Land Title Company
Company Name
Logan, UT
City, State



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: 101279
008-UN ALTA Commitment For Title Insurance 8-1-16



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE A

- 1. Commitment Date: March 12, 2021 at 7:59 a.m.
- 2. Policy or Policies to be issued:

	Amount of Insurance	Premium
a. ALTA 2006 Standard Owners Policy: Proposed Insured:	\$525,000.00	\$2,201.00
DIRECT HOMES, INC., a Utah corporation		
b. ALTA 2006 Extended Loan Policy: Proposed Insured:		
c. Leasehold Policy: Proposed Insured:		
d. Endorsements:		

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is: **FEE SIMPLE**
- 4. Title to the estate or interest in said land is at the effective date hereof vested in:
PATRICK O'KEEFE and BRANDON O'KEEFE, as joint tenants

- 5. The land referred to in this Commitment is in the State of Utah, County of Rich, and is described as follows:
Part of the Northeast Quarter of Northeast Quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Meridian, located in Rich County, Utah.

Commencing at the Northeast corner of said Section 17, Township 14 North, Range 5 East of the Salt Lake Meridian, as evidenced by a 4" Brass Cap, and running thence South 57°02'59" West 363.77 feet to the true point of beginning; thence South 01°04'37" West 198.43 feet to the North line of Harbor Village East Drive Right of way; thence along said 30 foot right of way for the following three courses: North 68°11'29" West 95.36 feet, Northwesterly 20.43 feet along the arc of a 15.00 foot radius curve to the right (the chord of the said curve bears North 29°10'51" West 18.88 feet), North 09°49'48" East 154.80 feet, thence leaving said right of way South 85°23'48" East 75.29 feet to the point of beginning.

Together with a right of way for ingress and egress and utilities, over the existing roadways from the State Highway to said property.

Less and Excepting therefrom all oil, gas and mineral rights as previously reserved in that certain Warranty Deed recorded in Book E5, Page 461 in the office of the Recorder of Rich County, Utah.

We appreciate your business and thank you for choosing Rich Land Title Company.
Please call your Title Officer, with any questions or concerns regarding this commitment.
Your Title Officer will be Jason Steiner, phone (801) 416-8900
Your Escrow Officer will be Kylie D. Trauntvein, email KylieT@hickmantitle.com, Phone (435) 752-0582.

For informational purposes only.
The property address is purported to be:
Address Not Assigned, Garden City, UT 84028



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE B

Section 1

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
 - A) Deed executed by **PATRICK O'KEEFE and BRANDON O'KEEFE** conveying Title to **DIRECT HOMES, INC.**, a Utah corporation
 - B) Proof will be required of the authority of the officers to execute documents relating to the proposed transaction on behalf of **DIRECT HOMES, INC.** before title insurance will be issued.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Release(s) or Reconveyance(s) of item(s): **NONE**
6. You must give us the following information:
 - A) Any off record leases, surveys, etc.
 - B) Statements of identity all parties.
 - C) Other
7. Notice to applicant: the land herein may be serviced by cities, towns, counties, service districts or private entities which provide services to the land, including, but not limited to water, sewer, garbage, electricity, street lighting, curb and gutter, etc., for which no notice of any rights claimed to exist by such entities are shown of record. You should make an inquiry into such matters, including seeing arrangements as applicable to establish your rights to receive said services. The company has no obligation relating to the services or the charges arising from such services.

NOTES:

All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

DIRECT HOMES, INC., a Utah corporation
PATRICK O'KEEFE and BRANDON O'KEEFE



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE B

Section 2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes for the year 2021, and subsequent years, not yet due and payable.
Tax Parcel No. 41-17-000-0050. Taxes for the year 2020 were paid in the amount of \$275.56.
9. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
10. Not responsible for actual physical location of improvements referred to herein as being different from those shown by filed plats represented to be the same improvements.
11. **RIGHT OF WAY EASEMENT**
By J.W. GIBBONS
To: THE MOUNTAIN STATES TELEPHONE
Executed: May 30, 1935
Recorded: July 8, 1935
Book/Page: R/466



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE B

Section 2

12. RESOLUTION ESTABLISHING A SERVICE DISTRICT FOR FIRE PROTECTION AND AMBULANCE SERVICE

By: THE BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY

Executed: July 7, 1976

Recorded: July 5, 1977

Entry No.: F17,870

Book/Page: V2/320

13. CERTIFICATE OF CREATION OF THE BEAR LAKE SPECIAL SERVICE DISTRICT

By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH

Dated: December 22, 1982

Recorded: December 22, 1982

Entry No.: 27061

Book/Page: G4/337

RESOLUTION Electing that the West Shore Sewer District become Bear Lake Special Service District

By: THE BOARD OF TRUSTEES OF WEST SHORE SEWER DISTRICT

Dated: July 22, 1983

Recorded: July 27, 1983

Entry No.: 28533

Book/Page: K4/575

RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE BEAR LAKE SPECIAL SERVICE DISTRICT

By: BOARD OF COUNTY COMMISSIONERS

Executed: November 7, 2001

Recorded: March 18, 2002

Entry No.: 58874

Book/Page: F9/188

RESOLUTION NO. R-070801

By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH. Annexing certain real property

To: Bear Lake Special Service District

Recorded: September 14, 2007

Entry No.: 72683

Book/Page: L10/1499

CERTIFICATE OF ANNEXATION

A resolution annexing certain real property

By: GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH.

To: Bear Lake Special Service District.

Recorded: September 19, 2007

Entry No.: 72737

Book/Page: L10/1765

Said property may be subject to fees, collections and assessments from said district for sewer services.



SCHEDULE B

Section 2

14. Subject to reservations in that certain Warranty Deed
By: J. LOWELL GIBBONS FAMILY INTER VIVOS REVOCABLE TRUST
To: DENNIS F. BULLOCK AND MARTHA J. BULLOCK
Executed: July 17, 1986
Book/Page: E5/461
15. AFFIDAVIT
By: DENNIS F. BULLOCK, president of HARBOR VILLAGE AT BEAR LAKE.
Recorded: January 19, 1990
Entry No.: 39145
Book/Page: X5/475
16. NOTICE OF ADOPTION OF A REDEVELOPMENT PLAT
"Bear Lake Boulevard Redevelopment Project Area"
By: Garden City
Dated: June 13, 1991
Executed: December 27, 1991
Recorded: December 30, 1992
Entry No.: 42035
Book/Page: H6/496
17. MEMORANDUM OF AGREEMENT AFFECTING REAL PROPERTY
By and Between: SPECTRUM DEVELOPMENT CORP. and UTAH POWER & LIGHT COMPANY
Executed: May 27, 1993
Recorded: February 14, 1994
Entry No.: 45130
Book/Page: U6/365
18. ROADWAY SYSTEM AND PARKING AREAS MAINTENANCE AGREEMENT
By and Between: H.V. MASTER ASSOCIATION, INC., a Utah nonprofit corporation; DENNIS F. BULLOCK; HARBOR VILLAGE @ BEAR LAKE CORPORATION, A Utah Corporation; THE INN AT HARBOR VILLAGE, INC., A Utah Corporation; TRENDWEST RESORTS, INC., an Oregon corporation; and WORLDMARK, THE CLUB, a California nonprofit mutual benefit corporation
Executed: December 21, 2004
Recorded: December 2, 2008
Entry No.: 76269
Book/Page: S10/2065

NOTES:

Exception numbered 1-6 will be eliminated on the ALTA Extended Coverage Policy and the ALTA Homeowners Policy.

No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE B

Section 2

NOTICE TO APPLICANT AND/OR PROPOSED INSURED:

Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.

If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or purposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at <http://www.alt.org>. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 101279

008-UN ALTA Commitment For Title Insurance 8-1-16



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 101279

008-UN ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

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):	Ordinance Reference:
<input type="checkbox"/> Annexation	11A-301
<input type="checkbox"/> Appeal	11B-400
<input type="checkbox"/> Conditional Use Permit	11C-500
<input type="checkbox"/> Condominium/Townhouse	11E-524 or 11E-525
<input type="checkbox"/> Encumbrance	
<input type="checkbox"/> Extension of Time	Subdivision 11E-503/PUD or PRUD 11F-107-A-2
<input type="checkbox"/> Lot Split/Lot Line Adjustment	11E-506
<input type="checkbox"/> PUD Conceptual	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PUD Phase Approval/Preliminary or Final	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PRUD Conceptual	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PRUD Phase Approval/Preliminary or Final	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> Subdivision	11E-100
<input type="checkbox"/> Vacation of Subdivision	11E-523
<input type="checkbox"/> Variance	11B-308
<input type="checkbox"/> Water Transfer	13A-1300
<input type="checkbox"/> Zone Change	
<input checked="" type="checkbox"/> Other Land Use Permit <u>Amended</u>	

Project Name: Seasons Current Zone: PUD Proposed Zone: PUD

Property Address: 130 west & 150 west Seasons Lane Bldg #1,2

Parcel # 41 - 21 - 490 0201, 0202, 0203, 0204, 0205, 0206, 0207, 0301, 0302, 0303, 0304, 0305, 0306,

Contact Person: Jack / Pod Thompson Phone #: 435-764-2410 0307

E-mail address: jk_tomp@hotmail.com

Mailing Address: Po Box 6384 N. Logan UT 84341

Applicant (if different): Same Phone #: _____

Mailing Address: _____

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

Mailing Address: 2620 N. 1600 E. N. Logan UT 84341

Project Start date: June 1, 2021 Completion date: June 1, 2021

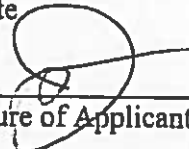
Describe the proposed project as it should be presented to the hearing body and in the public notices.

12 townhome units

Lot Size in acres or square feet: _____ Number of dwellings or lots: 14

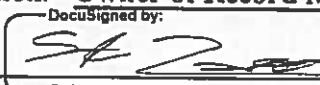
Non-residential building size: _____

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.**

DocuSigned by:


Signature of Owner of Record

Signature of Owner of Record

Email Form

Signature of Owner of Record

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

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY

STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Authorized Countersignature

Rich Land Title Company

Company Name

Logan, UT

City, State



Frederick H. Eppinger
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 101266

008-UN ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE A

1. Commitment Date: March 10, 2021 at 7:59 a.m.
2. Policy or Policies to be issued:

	Amount of Insurance	Premium
a. ALTA 2006 Standard Owners Policy: Proposed Insured:	\$325,000.00	\$1,526.00
DIRECT HOMES, INC., a Utah corporation		
b. ALTA 2006 Extended Loan Policy: Proposed Insured:		
c. Leasehold Policy: Proposed Insured:		
d. Endorsements:		
3. The estate or interest in the land described or referred to in this Commitment and covered herein is: **FEE SIMPLE**
4. Title to the estate or interest in said land is at the effective date hereof vested in:
MMFH, LLC, a Utah Limited Liability Company
5. The land referred to in this Commitment is in the State of Utah, County of Rich, and is described as follows:
See Attached Exhibit A Legal Description

We appreciate your business and thank you for choosing Rich Land Title Company.
 Please call your Title Officer, with any questions or concerns regarding this commitment.
 Your Title Officer will be Jason Steiner, phone (801) 416-8900
 Your Escrow Officer will be Kylie D. Trauntvein, email KylieT@hickmantitle.com, Phone (435) 752-0582.

For informational purposes only.
 The property address is purported to be:
 130 West Seasons Lane, Unit A-D, Garden City, UT 84028
 130 West Seasons Lane, Unit E-G, Garden City, UT 84028
 150 West Seasons Lane, Unit A-D, Garden City, UT 84028
 150 West Seasons Lane, Unit E-G, Garden City, UT 84028



112 North Main Street
 Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
 kc

SCHEDULE A

EXHIBIT A
Legal Description

Units A, B, C, D, E, F, and G, Building 2, AND Units A, B, C, D, E, F, and G, Building 3, THE SEASONS RESORT COMMUNITY, a Planned Unit Development, together with all the undivided ownership interest pertaining to each unit in the common areas and facilities, as defined, described and depicted in that certain Declaration of Covenants, Conditions and Restrictions for The Seasons Resort Community, (a Residential Planned Unit Development) recorded February 21, 2008 as Filing No. 73818 in Book N10, Page 1827, and that certain Agreement Amending Declaration of Covenants, Conditions and Restrictions for The Seasons Resort Community and Conveyance recorded August 4, 2015 as Filing No. 88391 in Book P11, Page 217, and that certain Amendment to Declaration of Covenants, Conditions, and Restrictions of The Seasons Resort Community recorded August 22, 2018 as Filing No. 93626 in Book Z11, Page 721, and which is further depicted with rights, privileges and easements as shown by that certain plat of said The Seasons Resort Community, a Planned Unit Development recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826, all in the office of the recorder of Rich County, Utah.

SUBJECT, HOWEVER TO:

- A) The provisions of the Utah Condominium Ownership Act.
- B) All provisions of Declaration and Survey Map here before referred to.
- C) All rules and regulations and agreements made and entered into pursuant to the provisions of the said Utah Condominium Ownership Act and said Declaration.

Subject to a commercial/developmental right-of-way easement for ingress, egress and utilities as set forth and created in that certain Jointcross Right-of-Way Easement and Maintenance Agreement recorded December 31, 2014 as Filing No. 87544 in Book N11, Page 911 in the office of the Recorder of Rich County, Utah



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE B

Section 1

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
 - A) Deed executed by MMFH, LLC, a Utah Limited Liability Company conveying Title to DIRECT HOMES, INC., a Utah corporation
 - B) The Company requires for its review satisfactory copy of the "Articles of Organization" the "Operating Agreement" and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.
 - C) Proof will be required of the authority of the officers to execute documents relating to the proposed transaction on behalf of DIRECT HOMES, INC. before title insurance will be issued.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Release(s) or Reconveyance(s) of item(s): **None**
6. You must give us the following information:
 - A) Any off record leases, surveys, etc.
 - B) Statements of identity all parties.
 - C) Other
7. Notice to applicant: the land herein may be serviced by cities, towns, counties, service districts or private entities which provide services to the land, including, but not limited to water, sewer, garbage, electricity, street lighting, curb and gutter, etc., for which no notice of any rights claimed to exist by such entities are shown of record. You should make an inquiry into such matters, including seeing arrangements as applicable to establish your rights to receive said services. The company has no obligation relating to the services or the charges arising from such services.

NOTES:

All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

DIRECT HOMES, INC., a Utah corporation

MMFH, LLC, a Utah Limited Liability Company



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE B

Section 2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes for the year 2021, and subsequent years, not yet due and payable.
Tax Parcel No. 41-21-490-0201. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0202. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0203. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0204. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0205. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0206. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0207. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0301. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0302. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0303. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0304. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0305. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0306. Taxes for the year 2020 were paid in the amount of \$29.52
Tax Parcel No. 41-21-490-0307. Taxes for the year 2020 were paid in the amount of \$29.52
9. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

SCHEDULE B

Section 2

10. Access to subject property is by and through a private road as disclosed by recorded subdivision plat.
11. Said property may be subject to fees, collections and assessment from Rich County for Garbage collection.
12. Excepting and reserving, however, the following: Any portion of the Common Area lying with said Unit; and Easements through said unit appurtenant to the Common Area and all other units, for supply for and repair of the Common Area and all other units; and Easements appurtenant to the Common Area for encroachment upon the air space of the units by the portions of the Common Area located with in the unit.
13. Any and all easements that affect the common areas.
14. **RESOLUTION ESTABLISHING A SERVICE DISTRICT FOR FIRE PROTECTION AND AMBULANCE SERVICE**
By: THE BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY
Executed: July 7, 1976
Recorded: July 5, 1977
Entry No.: F17,870
Book/Page: V2/320
15. **CERTIFICATE OF CREATION OF THE BEAR LAKE SPECIAL SERVICE DISTRICT**
By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH
Dated: December 22, 1982
Recorded: December 22, 1982
Entry No.: 27061
Book/Page: G4/337

RESOLUTION Electing that the West Shore Sewer District become Bear Lake Special Service District
By: THE BOARD OF TRUSTEES OF WEST SHORE SEWER DISTRICT
Dated: July 22, 1983
Recorded: July 27, 1983
Entry No.: 28533
Book/Page: K4/575

RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE BEAR LAKE SPECIAL SERVICE DISTRICT
By: BOARD OF COUNTY COMMISSIONERS
Executed: November 7, 2001
Recorded: March 18, 2002
Entry No.: 58874
Book/Page: F9/188

Said property is subject to charges and assessments for sewer services by this Special Service District



SCHEDULE B

Section 2

16. ANNEXATION TO THE TOWN OF GARDEN CITY, RICH COUNTY, UTAH

Executed: August 11, 2005.
Recorded: September 15, 2005
Entry No.: 66627
Book/Page B10/1889

CERTIFICATE OF ANNEXATION INTO THE CITY OF GARDEN CITY

By: STATE OF UTAH
Recorded: August 23, 2006
Entry No.: 69410
Book/Page: G10/521

17. Subject to all matters as shown by the official plat of The Seasons Resort Community, a Planned Unit Development, filed February 21, 2008 as Filing No. 73817 in Book N10, Page 1826, in the office of the Recorder of Rich County, Utah.

18. PROTECTIVE COVENANTS, including the terms and conditions therein, of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Recorded: February 21, 2008
Entry No.: 73818
Book/Page: N10/1827

AGREEMENT AMENDING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SEASONS RESORT COMMUNITY AND CONVEYANCE

Recorded: August 4, 2015
Entry No.: 88391
Book/Page: P11/217

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SEASONS RESORT COMMUNITY

Recorded: August 22, 2018
Entry No.: 93626
Book/Page: Z11/721

Said Declaration provides among other things for the formation of a management board which has the power to assess charges for maintenance.

19. JOINTCROSS RIGHT-OF-WAY EASEMENT AND MAINTENANCE AGREEMENT, CONDITIONS CONTAINED THEREIN:

Between: LEWISTON STATE BANK
and CISCO HOLDINGS, LLC
Dated: December 31, 2014
Recorded: December 31, 2014
Entry No: 87544
Book/Page: N11/977



SCHEDULE B

Section 2

NOTES:

Exception numbered 1-6 will be eliminated on the ALTA Extended Coverage Policy and the ALTA Homeowners Policy.

For informational purposes only, vesting document and a **24 month chain of title** is provided: A review of the records contained in the County Recorder's Office was conducted thru the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

Warranty Deed from LEWISTON STATE BANK, a Utah Corporation to MMFH, LLC, a Utah Limited Liability Company recorded July 2, 2015 as Entry No. 88214 in Book/Page O11/1532

No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED:

Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.

If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or purposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at <http://www.alta.org>. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions, Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 101266

008-UN ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 101266

008-UN ALTA Commitment For Title Insurance 8-1-16



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kc

- Encumbrance: \$250**
Encumbrance Packets must include A, B, D, E, & F
- Un-Encumbrance: \$250**
Un-Encumbrance Packets must include A, B, D, E, & F
- Appeal: \$250**
Appeal Packets must include A and a letter from the property owner outlining the reason for the appeal.

- Extension of Time:**
Extension of Time Packets must include A, and a letter from the Developer explaining the reason for the extension request.
- Other Land Use Permits: \$50**
Packets must include A, B, D, E, & F
- Water Share Transfer:**
Water Share Transfer Packets must include A

* The \$3,000 deposit is used to cover engineer costs, attorney costs, recording fees, etc. The balance will be refunded to developer.

PACKET DOCUMENTATION REQUIREMENTS

- ✓ A. Completed Garden City Application for Project Review@ form.
- ✓ B. 11"x14' or 11"x17' plot plan showing lot dimensions and area, and the location, uses dimensions, and set backs of all existing and proposed buildings. Any right-of-ways or easements must be shown if applicable.
- ✓ C. A AD@ size (22" x 34") plot plan showing lot dimensions and area, and the location, uses, dimensions, and set backs of all existing and proposed buildings. When appropriate, include the same information for property from which a new lot is being created. Plot at appropriate scale (e.g. 1"=50' or 1"=100')
- ✓ D. A legal description and current ownership plat of the property.
- ✓ E. A current Title Report or Preliminary Title Report showing ownership. Must match legal description on plat.
- F. An electronic copy of plat.

Please review Garden City ordinances for requirements for each type of project. Garden City ordinances can be found at www.gardencityut.us.

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

MEMORANDUM

DATE: March 29, 2021
TO: Town of Garden City Planning Commission
CC: Riley Argyle
FROM: Quinn Dance, E.I.T., Zan Murray, S.E.
SUBJECT: Seasons Phase 1 Amended Plat Review

The Seasons Resort Phase 1 Amended Plat was received on March 25, 2021 for engineering review. The review items discussed below can be found in Chapter 11E-400 of the Municipal Code.

Preliminary Plat

Documentation

1. Verify that all applicable documentation has been provided with the preliminary plat, i.e. title report, taxes/assessments paid, etc.

Existing Conditions

1. Provide current owner descriptions bordering the parcel along with parcel lines.
2. Existing waterline is not shown. The waterline that is shown is proposed and the existing utilities need to be included along with the interface between them. Include private utilities such as power and communications.
3. Original recorded plat in 2007 shows a 10' utility easement along the south property line. Is this to remain?
4. Include existing contours.

Proposed Plan

1. Seasons Lane right of way (ROW) within adjoining development is 60' wide while Seasons Lane within proposed development is only 25'. Has agreement been developed that will allow access between developments? To be considered a public street additional ROW will be required prior to the Town taking ownership.



JUB ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

JUB IS A FAMILY OF COMPANIES

2. Provide additional dimensions and sizes of proposed buildings.
3. Setback dimensions need to be approved by Planning Commission due to the PUD zoning. Side and rear setbacks should be 10' while the front could be either C-3 or R-1.
4. Clarify if the existing 10' utility easement is being kept along the south property line.
5. Include proposed contours.
6. Provide information about the storm drain plan. Include the flow direction and grade of streets.
7. Provide agreements/plans with adjacent property owners related to culinary water, road access and possibly storm drainage.
8. Provide an open space maintenance plan.

We appreciate your cooperation on these matters and feel free to reach out with any questions or concerns.

GARDEN CITY DEVELOPMENT REVIEW QA/QC CHECKLIST

Subdivision Review (Chapter 11E-100)

Preliminary Plat (Chapter 11E-400)

This checklist is meant to be a quick reference to assist in the preparation of development plans. It is still the responsibility of the developer to review the full Municipal Code referenced.

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
Preliminary Plat Procedure (11E-400.A)					
Approval of Preliminary Plat (11E-401)					
Preliminary Plat Requirements (11E-402)					
Contents (11E-402.A)					
1	Procedure complete (i.e. application, acceptance, and reviews).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2	Preliminary plans for streets, water, sewers, sidewalks and other public improvements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Electronic copy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Vicinity Map: 8-1/2" x 11" – Scale 1" = 300' or larger (i.e. 1" = 200'). Provide adequate orientation/landmark identification.				
	a. 600' minimum beyond boundaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	b. North point				
	c. Street/Roadway names				
	d. Clear identification of the boundary and proposed streets labeled				
5	Legal description	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	Area of each lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	Title block:				
	a. Proposed name of subdivision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	b. Location, including address, section, township and range				

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
	c. Name and address of owner/subdivider and engineer				
	d. Date, scale (1" = 100' in standard subdivisions, 1" = 200' in recreational subdivisions) and north point				
Documentation (11E-402.B)					
1	Current title report and copy of owner's recorded deed.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2	Verification of all taxes and assessments paid.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3	Other information determined by the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4	Statement of the intended use.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Existing Conditions – Plat Shall Show (11E-402.C):					
1	Existing zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Property owner list within 300' of proposed exterior boundary. List shall include name, address and general description.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Include adjoining property owner names and information.
3	Names and intersecting boundary lines of adjoining subdivisions/parcels.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Include adjacent parcel lines.
4	Existing buildings with distances to property lines, water bodies, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5	Floodplain/Floodway boundaries	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6	Location/Identification of known potentially dangerous areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7	Location of nearest benchmark or monument	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8	Boundary and acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9	Boundary description	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10	All property of the subdivider. Include a sketch of prospective street system of unplatted areas.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11	Location, width and names of all existing streets within 200'.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	Location of wells and reservoirs within 100' of boundaries.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
13	Existing underground facilities within 100' of boundaries.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: The underground facilities shown are proposed. Show existing facilities also, public and private.
14	Interface between existing and proposed utilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Show existing utilities.
15	Existing natural drainage channels and proposed realignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16	Location of all irrigation and drainage, method of disposing of runoff water and drainage easements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Original plat recorded in 2007 shows a 10' utility easement along the south property line. Is that to remain?
17	Boundary lines of adjacent land.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Include adjacent parcel lines.
18	Contours not more than 2' in standard subdivisions and not more than 10' in recreational.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Include contours.
Proposed Plan – Plan Shall Show (11E-402.D):					
1	Street layouts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Additional ROW will be needed to be considered a public street and for the City to take over ownership and maintenance.
2	Minimum of 2 entrances/exits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Provide documentation between adjoining property owners to allow two ingress/egress locations.
3	Layout, numbers and dimensions of lots.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Provide dimensions and areas of proposed buildings.
4	Land intended to be dedicated or reserved for public use or subdivision use.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	Proposed use of all land for future property owners within the subdivision.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	Building setback lines with dimensions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Building front setback should meet Single Family Residential Zone. Other setbacks are 10 feet. PUD is negotiable.
7	Public Utility Easements (PUE)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Boundary and tract information: a. Streets details b. Sidewalks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	“

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
	c. Easement and setback lines d. Proposed lot lines e. Radii of all curves f. Lot dimensions				
9	Contour map with maximum interval of 5'.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Include contours.
10	Street cross-sections/grade of streets.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11	Tentative storm water drainage plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Provide storm drain plan.
12	Direction of drainage, flow and approx. grade of streets.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Provide drainage/grade information.
13	Adjacent property owner agreements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29: Provide agreements related to the culinary water, road access and possibly storm drain items.
14	Open space maintenance plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Not provided.
15	Phasing plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16	Amenity phasing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17	Corner lots maintain 75' radius of clear space.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Reviewer Signature: _____

Review Date: _____

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
- PUD Conceptual
- PUD Phase Approval/Preliminary or Final
- PRUD Conceptual
- PRUD Phase Approval/Preliminary or Final
- Subdivision
- Vacation of Subdivision
- Variance
- Water Transfer
- 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: Lochwood Lot ¹⁷⁻¹⁹~~1248~~ Amended Plat Current Zone: RES Proposed Zone: RES

Property Address: 357 West Rendezvous Way (685 North)

Parcel # 41-17-230-007 41-17-~~30~~230-008 41-17-230-0019

Contact Person: Wayne Scholes Phone #: +1801230 0803

E-mail address: wayne.scholes@gmail.com

Mailing Address: 6273 S Oakcrest Circle, Holladay Utah 84121

Applicant (if different): _____ Phone #: _____

Mailing Address: _____

Property Owner of Record (if different): TEO Epley Phone #: 801-330-3955

Mailing Address: 12677 BROOKLINE CV, RIVERTON, UT 84096

Project Start date: _____ Completion date: _____

Describe the proposed project as it should be presented to the hearing body and in the public notices.
We are combining 3 Lots (Lots ~~1-3~~¹⁻¹⁹) into 2 Lots.

Lot Size in acres or square feet: 16233 s.f. Number of dwellings or lots: 2

Non-residential building size: _____

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

[Signature]
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]
Signature of Owner of Record

Ted Epley
Signature of Owner of Record

Robyn Epley
Signature of Owner of Record

Email Form

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

File No. 97549

EXHIBIT A
Legal Description

Lots 17 and 18, LOCHWOOD, P.U.D. PHASE 1, as shown by the official plat thereof filed November 21, 2006 as Filing No. 70284 in Book H10, Page 1463 in the office of the Recorder of Rich County, Utah. Together with that certain Undivided Ownership Interest in Common Areas as shown in and is subject to that certain Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded November 21, 2006 as Filing No. 70285 in Book H10, Page 1464, and that certain First Amended Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded June 5, 2007 as Filing No. 71791 in Book K10, Page 564, and that certain Articles of Amendment to the Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded March 21, 2019 as Filing No. 94708 in Book B12, Page 1232, all in the office of the Recorder of Rich County, Utah.

Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in that certain Warranty Deed recorded in Book E5, Page 461 in the office of the Recorder of Rich County, Utah

File No. 97549

EXHIBIT A
Legal Description

Lots 17 and 18, LOCHWOOD, P.U.D. PHASE 1, as shown by the official plat thereof filed November 21, 2006 as Filing No. 70284 in Book H10, Page 1463 in the office of the Recorder of Rich County, Utah. Together with that certain Undivided Ownership Interest in Common Areas as shown in and is subject to that certain Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded November 21, 2006 as Filing No. 70285 in Book H10, Page 1464, and that certain First Amended Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded June 5, 2007 as Filing No. 71791 in Book K10, Page 564, and that certain Articles of Amendment to the Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded March 21, 2019 as Filing No. 94708 in Book B12, Page 1232, all in the office of the Recorder of Rich County, Utah.

Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in that certain Warranty Deed recorded in Book E5, Page 461 in the office of the Recorder of Rich County, Utah

05

K I

SCHEDULE A

1. Effective Date: March 25, 2021 at 2:40PM
2. Preliminary Title Report Only
3. The estate or interest in the land described or referred to in this Commitment and covered herein is: SURFACE ESTATES
4. Title to the estate or interest in said land is at the effective date hereof vested in:

WAYNE SCHOLES

5. The land referred to in this Commitment is in the State of Utah, County of Rich, and is described as follows:

Lots 17 and 18, LOCHWOOD, P.U.D. PHASE 1, as shown by the official plat thereof filed November 21, 2006 as Filing No. 70284 in Book H10, Page 1463 in the office of the Recorder of Rich County, Utah. Together with that certain Undivided Ownership Interest in Common Areas as shown in and is subject to that certain Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded November 21, 2006 as Filing No. 70285 in Book H10, Page 1464, and that certain First Amended Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded June 5, 2007 as Filing No. 71791 in Book K10, Page 564, and that certain Articles of Amendment to the Declaration of Covenants, Conditions and Restrictions of Lochwood Planned Unit Development as recorded March 21, 2019 as Filing No. 94708 in Book B12, Page 1232, all in the office of the Recorder of Rich County, Utah.

Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in that certain Warranty Deed recorded in Book E5, Page 461 in the office of the Recorder of Rich County, Utah

We appreciate your business and thank you for choosing Rich Land Title Company.
Please call your Title Officer, with any questions or concerns regarding this commitment.
Your Title Officer will be Jason Steiner, phone (801) 416-8900

For informational purposes only.
The property address is purported to be:
357 West Rendezvous Way, Garden City, UT 84028
349 West Rendezvous Way, Garden City, UT 84028



SCHEDULE B

Section 1

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
 - A) None
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Release(s) or Reconveyance(s) of item(s): None
6. You must give us the following information:
 - A) Any off record leases, surveys, etc.
 - B) Statements of identity all parties.
 - C) Other

NOTES:

All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

WAYNE SCHOLES



EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes for the year 2021, and subsequent years, not yet due and payable.
Tax Parcel No. 41-17-230-0017. Taxes for the year 2020 were paid in the amount of \$164.02
Tax Parcel No. 41-17-230-0018. Taxes for the year 2020 were paid in the amount of \$164.02
9. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
10. Access to subject property is by and through a private road as disclosed by recorded subdivision plat.
11. **RIGHT OF WAY EASEMENT**
By: JAS W. GIBBONS AND LYDIA L. GIBBONS, his wife
To: THE STATE ROAD COMMISSION OF UTAH
Executed: April 6, 1935
Recorded: April 24, 1935
Entry No.: 2280
Book/Page: R/405

12. RIGHT OF WAY EASEMENT
By J.W. GIBBONS
To: THE MOUNTAIN STATES TELEPHONE
Executed: May 30, 1935
Recorded: July 8, 1935
Book/Page: R/466
13. RESOLUTION ESTABLISHING A SERVICE DISTRICT FOR FIRE PROTECTION AND
AMBULANCE SERVICE
By: THE BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY
Executed: July 7, 1976
Recorded: July 5, 1977
Entry No.: F17,870
Book/Page: V2/320
14. ANNEXATION PLAT TO GARDEN CITY TOWN
Recorded: May 7, 1979
Entry No.: F20,607
Book/Page: G3/489
Affects part of Sec. 17, T14N, R5E SLB&M

RESOLUTION Extending the Corporate Limits of the Town of Garden City, Rich County, Utah and
annexing certain territory

Executed: May 4, 1979
Recorded: May 7, 1979
Entry No.: F20,608
Book/Page: G3/490

CERTIFICATE

By: THE OFFICE OF THE LIEUTENANT GOVERNOR/SECRETARY OF STATE OF UTAH

Executed: May 7, 1979
Recorded: May 11, 1979
Entry No.: F20,622
Book/Page: G3/520
Affects property in Sections 16, 17, 19, 20, 29, 30 and 31, T14N, R5E SLB&M

15. CERTIFICATE OF CREATION OF THE BEAR LAKE SPECIAL SERVICE DISTRICT
By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH
Dated: December 22, 1982
Recorded: December 22, 1982
Entry No.: 27061
Book/Page: G4/337

RESOLUTION Electing that the West Shore Sewer District become Bear Lake Special Service District
By: THE BOARD OF TRUSTEES OF WEST SHORE SEWER DISTRICT
Dated: July 22, 1983
Recorded: July 27, 1983
Entry No.: 28533
Book/Page: K4/575

RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE BEAR LAKE SPECIAL SERVICE DISTRICT
By: BOARD OF COUNTY COMMISSIONERS
Executed: November 7, 2001
Recorded: March 18, 2002
Entry No.: 58874
Book/Page: F9/188

RESOLUTION NO. R-070801
By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH. Annexing certain real property
To: Bear Lake Special Service District
Recorded: September 14, 2007
Entry No.: 72683
Book/Page: L10/1499

CERTIFICATE OF ANNEXATION
A resolution annexing certain real property
By: GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH.
To: Bear Lake Special Service District.
Recorded: September 19, 2007
Entry No.: 72737
Book/Page: L10/1765

Said property is subject to charges and assessments for sewer services by this Special Service District.

16. Subject to reservations in that certain Warranty Deed
By: J. LOWELL GIBBONS FAMILY INTER VIVOS REVOCABLE TRUST
To: DENNIS F. BULLOCK AND MARTHA J. BULLOCK
Executed: July 17, 1986
Book/Page: E5/461
17. Subject to all matters as shown by the official plat of said subdivision filed November 21, 2006 as Filing No. 70284 in Book H10, Page 1463 in the office of the Recorder of Rich County, Utah.



-
18. PROTECTIVE COVENANTS, including the terms and conditions therein, of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Recorded: November 21, 2006

Entry No.: 70285

Book/Page: H10/1464

AMENDMENT TO SAID COVENANTS

Recorded: June 5, 2007

Entry No: 71791

Book/Page: K10/564

AMENDMENT TO SAID COVENANTS

Recorded: March 21, 2019

Entry No: 94708

Book/Page: B12/1232

Said Declaration provides among other things for the formation of a management board which has the power to assess charges for maintenance.

19. AMENDMENT OF OWNER'S DEDICATION
To: LOCHWOOD PUD PHASE 1 PLAT
By HARBOR VILLAGE @ BEAR LAKE CORP.

Executed: August 9, 2007

Recorded: August 16, 2007

Entry No.: 72403

Book/Page: L10/634

NOTES:

Exception numbered 1-6 will be eliminated on the ALTA Extended Coverage Policy and the ALTA Homeowners Policy.

No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.



NOTICE TO APPLICANT AND/OR PROPOSED INSURED:

Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.

If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or proposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at <http://www.alta.org>. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.



Hickman Land Title Co.
112 North Main St. • P.O. Box 386
Logan, Utah 84323
Tel 435-752-0582 • Fax 435-752-0584

Rich Land Title Co.
112 North Main St. • P.O. Box 386
Logan, Utah 84323
Tel 435-752-0582 • Fax 435-752-0584

www.hickmantitle.com



Hickman Land Title Co.
872 West Heritage Park Blvd., Suite 120
Layton, Utah 84041
Tel 801-416-8900 • Fax 801-416-8950

Hickman Land Title Co.
1226 W. South Jordan Parkway, Suite D
South Jordan, Utah 84095
Tel 801-293-7700 • Fax 801-293-7666

Toll Free line 1-800-365-7720

Dear Customer:

The Financial Services Modernization Act enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

Our concern with the protection of your information has been a part of our business since 1904, when the company that is now HICKMAN LAND TITLE COMPANY and RICH LAND TITLE COMPANY began providing title service. We will continue to protect the privacy, accuracy, and security of customer information given to us.

What kinds of information we collect. Most of our business is title insurance. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account number to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information. The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.



Kathy Hislop <kathyh@gardencityut.us>

Lochwood Amended lot 17-19

3 messages

Brian Lyon <alliancelogan@yahoo.com>
To: Kathy Hislop <kathyh@gardencityut.us>

Thu, Mar 25, 2021 at 2:14 PM

Wayne Scholes subd 3-18-21.pdf
176K

Kathy Hislop <kathyh@gardencityut.us>
To: Quinn Dance <qdance@jub.com>, Zan Murray <zmurray@jub.com>, Riley Argyle <rileya@gardencityut.us>, Krystal Butterfield <KButterfield@richcountyut.org>, Seth Tait <Seth.Tait@oh-pc.com>, BLSSD <bearlakesewer@gmail.com>

Thu, Mar 25, 2021 at 2:26 PM

----- Forwarded message -----

From: **Brian Lyon** <alliancelogan@yahoo.com>
Date: Thu, Mar 25, 2021 at 2:14 PM
Subject: Lochwood Amended lot 17-19
To: Kathy Hislop <kathyh@gardencityut.us>

—
Thank you,
Kathy Hislop
Town Clerk

Wayne Scholes subd 3-18-21.pdf
176K

Quinn Dance <qdance@jub.com>
To: Kathy Hislop <kathyh@gardencityut.us>, Zan Murray <zmurray@jub.com>, Riley Argyle <rileya@gardencityut.us>

Wed, Mar 31, 2021 at 4:23 PM

Kathy,

This amended plat does not cause any new concerns related to infrastructure, drainage or other engineering related items. Therefore, we don't have any comments related to this amended plat. Thanks!

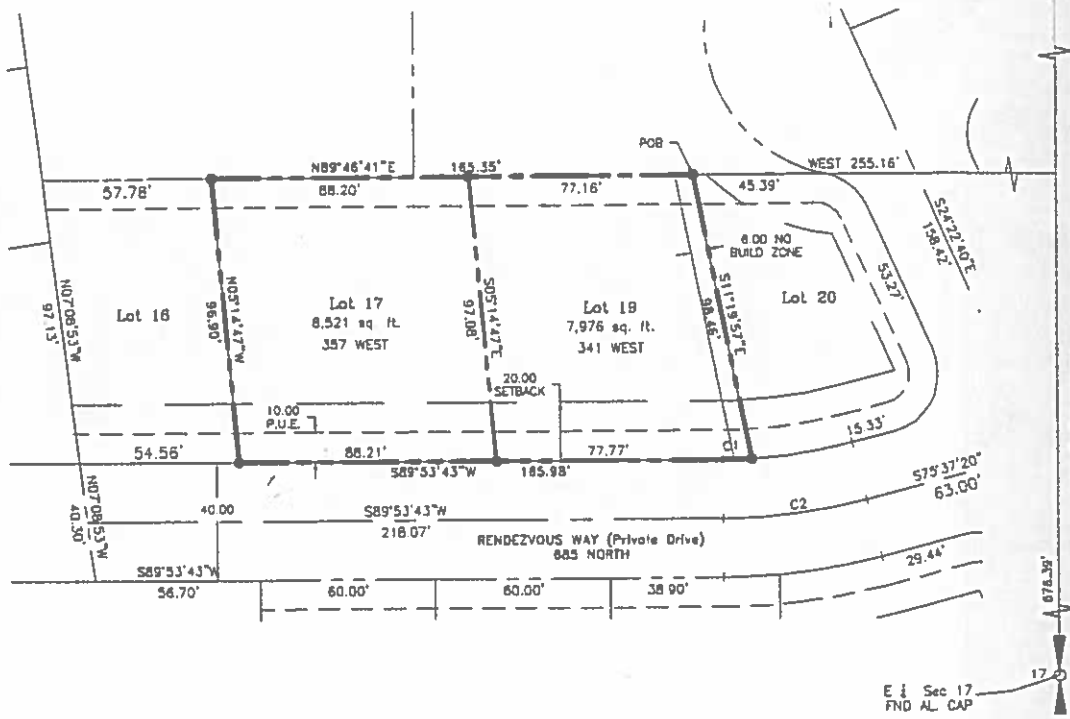
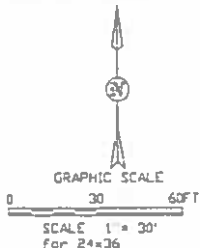
QUINN V. DANCE

J-U-B ENGINEERS, Inc.

e qdance@jub.com w www.jub.com

LOCHWOOD, P.U.D. PHASE 1 LOT 17-19 AMENDED PLAT

FINAL PLAT
PART OF THE NORTHEAST QUARTER OF SECTION 17 AND
NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH,
RANGE 5 EAST, SALT LAKE BASELINE & MERIDIAN
GARDEN CITY, UTAH



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	9.88	180.00	3°28'23"	N88°19'32"E	9.88
C2	49.82	200.00	14°18'23"	N87°49'31"E	49.88

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
- PUD Conceptual
- PUD Phase Approval/Preliminary or Final
- PRUD Conceptual
- PRUD Phase Approval/Preliminary or Final
- Subdivision
- Vacation of Subdivision
- Variance
- Water Transfer
- Zone Change
- Other Land Use Permit _____

Ordinance Reference:

- 11A-301
- 11E-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: Buttercup acres Current Zone: RA Proposed Zone: 12000 cdfx

Property Address: Buttercup Lane - Buttercup Cir.

Parcel # 41-29-000-0002

Contact Person: Matt Nielson Phone #: 435-257-3070

E-mail address: mattR.Nielson@yahoo.com

Mailing Address: 2745 No Juniper No Logan Ut 84341

Applicant (if different): _____ Phone #: _____

Mailing Address: _____

Property Owner of Record (if different): Donna T. Olson Phone #: 801-940-6755
Bonnie N. Olson

Mailing Address: _____

Project Start date: _____ Completion date: _____

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

Lot Size in acres or square feet: 564 Number of dwellings or lots: 15 lots

Non-residential building size: _____

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

[Signature]
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]
Signature of Owner of Record

[Signature]
Signature of Owner of Record

Signature of Owner of Record



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



Garden City Project Checklist

A complete application packet must be filed with the Garden City Town Clerk at least fourteen (14) days prior to the meeting when your project will be considered. Subdivisions, PUD/PRUD, and Condominium projects are required to follow the Subdivision/PUD/PRUD Process, which also requires an AEG pre-meeting before turning in this packet.

INCOMPLETE APPLICATION PACKETS WILL NOT BE ACCEPTED.

PLEASE REFER TO ORDINANCES FOR A LIST OF REQUIRED DOCUMENTS TO BE INCLUDED WITH THE FOLLOWING PROJECT APPLICATIONS:

- Subdivision Plat:** \$3,000 Deposit * 11E
 Preliminary Plat: \$500 per plat + \$10 per lot \$650 11E-400
 Final Plat: \$500 per plat + \$10 per lot 11E-500
 Subdivision packets must include A, 15 of B, 4 of C, D, E, & F for each plat
- Condominium Plat:** \$3,000 Deposit * Must follow Subdivision Ordinance, Chapter and/or Planned Unit Development Ordinance, Chapter 11F and:
 Condominium Plat: \$500 per plat + \$10 per lot 11E-524
 Townhouse Plat: \$500 per plat + \$10 per lot 11E-525
 Condominium packets must include A, 15 of B, 4 of C, D, E, & F for each plat
- Planned Unit Development or Planned Residential Development (PUD or PRUD):**
 \$3,000 Deposit * 11C-1950, 11F & 11 E
 Preliminary PUD Development Plan: \$1,000 11F-103
 Final Development Plan: \$1,000 11F-107
 PUD/PRUD packets must include A, 15 of B, 4 of C, D, E, & F for each plat
- Readjustment of Lot Lines or Lot Splits:** \$250 11E-506
 Packets must include A, B, C, D, E, & F, Also, a deed for each lot
- Vacation of Subdivision:** \$300 11E-523
 Packets must include A, 15 of B, 4 of C, D, E, & F
- Conditional Use Permit:** \$300
 CUP packets must include A, 9 of B, D, E, & F
- Variance:** \$250 11B-308
 Variance Packets must include A, B, D, E, & F
- Annexation:** \$300 for first acre or less, \$20 per acre for each additional acre (Maximum of \$1,000) 11A-300
 Annexation packets must include A, 15 of B, 4 of C, D, E, & F
- Zone Change:** \$300 for first acre or less, \$20 per acre for each additional acre (Maximum of \$1,000) 11A-302
 Zone Change packets must include A, 15 of B, 4 of C, D, E, & F

- Encumbrance: \$250**
Encumbrance Packets must include A, B, D, E, & F
- Un-Encumbrance: \$250**
Un-Encumbrance Packets must include A, B, D, E, & F
- Appeal: \$250**
Appeal Packets must include A and a letter from the property owner outlining the reason for the appeal.

- Extension of Time:**
Extension of Time Packets must include A, and a letter from the Developer explaining the reason for the extension request.
- Other Land Use Permits: \$50**
Packets must include A, B, D, E, & F
- Water Share Transfer:**
Water Share Transfer Packets must include A

* The \$3,000 deposit is used to cover engineer costs, attorney costs, recording fees, etc. The balance will be refunded to developer.

PACKET DOCUMENTATION REQUIREMENTS

- A. Completed Garden City Application for Project Review@ form.
- B. 11"x14' or 11'x17' plot plan showing lot dimensions and area, and the location, uses dimensions, and set backs of all existing and proposed buildings. Any right-of-ways or easements must be shown if applicable.
- C. A AD@ size (22" x 34") plot plan showing lot dimensions and area, and the location, uses, dimensions, and set backs of all existing and proposed buildings. When appropriate, include the same information for property from which a new lot is being created. Plot at appropriate scale (e.g. 1"=50' or 1"=100')
- D. A legal description and current ownership plat of the property.
- E. A current Title Report or Preliminary Title Report showing ownership. Must match legal description on plat.
- F. An electronic copy of plat.

Please review Garden City ordinances for requirements for each type of project. Garden City ordinances can be found at www.gardencityut.us.

SCHEDULE A

1. Effective Date: March 23, 2021 at 2:40PM
2. Preliminary Title Report Only
3. The estate or interest in the land described or referred to in this Commitment and covered herein is: **FEE SIMPLE**
4. Title to the estate or interest in said land is at the effective date hereof vested in:

DENNIS T. OLSON and BONNIE N. OLSON, or their successor(s) in Trust, Trustees of the DENNIS T. AND BONNIE N. OLSON FAMILY TRUST UAD April 11, 2016
5. The land referred to in this Commitment is in the State of Utah, County of Rich, and is described as follows:

**Part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, described as follows:
Beginning at the Northeast Corner of said Section 29 and running thence North 88°48'35" West along the North line of said Section 798.391 feet to the East line of Lot 41, BUTTERCUP ESTATES SUBDIVISION; thence South 17°05'35" East in said line and its extension 373.660 feet to the North right-of-way line of Buttercup Lane; thence Easterly following the North line of said lane in two courses: 1) following the arc of a 229.180 foot radius curve to the right 85.800 feet; 2) thence East 599.250 feet to said Section line; thence North by record (North 00°51'27" East 324.540 feet by survey) to the point of beginning.**

SAID PROPERTY NOW BEING DESCRIBED BY SURVEY AS FOLLOWS:

**A portion of the Northeast Quarter of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, located in Garden City, Utah, more particularly described as follows:
Beginning at the Northeast Corner of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian; thence South 01°46'30" West along the Section Line 324.66 feet (South 00°51'27" West 324.54 feet by record) to the Northerly line of Buttercup Lane as defined and described as part of Buttercup Estates Subdivision, according to the Official Plat thereof on file in the Office of the Rich County Recorder; thence along the exterior of said Subdivision the following 3 (three) courses and distances: West 594.05 feet (599.25 feet by record); thence along the arc of a 229.18 foot radius curve to the left 86.31 feet through a central angle of 21°34'39" (chord South 79°12'41" West 85.80 feet); thence North 17°05'36" West 373.66 feet to the North line of said Section; thence South 88°48'35" East along the Section line 798.39 feet to the point of beginning.**

We appreciate your business and thank you for choosing Rich Land Title Company.
Please call your Title Officer, with any questions or concerns regarding this commitment.
Your Title Officer will be Kylie D. Trauntvein, phone (435) 752-0582

For informational purposes only.
The property address is purported to be:
Address Not Assigned



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

kdt

SCHEDULE B

Section 1

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
 - A) None
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Release(s) or Reconveyance(s) of item(s): None
6. You must give us the following information:
 - A) Any off record leases, surveys, etc.
 - B) Statements of identity all parties.
 - C) Other

NOTES:

All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

CANSON, LLC

DENNIS T. AND BONNIE N. OLSON FAMILY TRUST UAD April 11, 2016



EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes for the year 2021, and subsequent years, not yet due and payable.
Tax Parcel No. 41-29-000-0002. Taxes for the year 2020 were paid in the amount of \$317.55.
9. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
10. Rights of others in and to the use of any drains and/or ditches located over, across, in or under the insured premises, and rights to enter upon said premises to maintain the same.
11. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: ORIS K. COOK and BEATRICE W. COOK
Grantee: THOMAS F. GREEN
Dated: November 9, 1955
Recorded: May 15, 1956
Entry No: F6330a
Book/Page: X/220



12. RESOLUTION ESTABLISHING A SERVICE DISTRICT FOR FIRE PROTECTION AND
AMBULANCE SERVICE

By: THE BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY

Executed: July 7, 1976

Recorded: July 5, 1977

Entry No.: F17,870

Book/Page: V2/320

13. CERTIFICATE OF CREATION OF THE BEAR LAKE SPECIAL SERVICE DISTRICT

By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH

Dated: December 22, 1982

Recorded: December 22, 1982

Entry No.: 27061

Book/Page: G4/337

RESOLUTION Electing that the West Shore Sewer District become Bear Lake Special Service District

By: THE BOARD OF TRUSTEES OF WEST SHORE SEWER DISTRICT

Dated: July 22, 1983

Recorded: July 27, 1983

Entry No.: 28533

Book/Page: K4/575

RESOLUTION NO. R-070801

By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH. Annexing certain real
property

To: Bear Lake Special Service District

Recorded: September 14, 2007

Entry No.: 72683

Book/Page: L10/1499

CERTIFICATE OF ANNEXATION

A resolution annexing certain real property

By: GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH.

To: Bear Lake Special Service District.

Recorded: September 19, 2007

Entry No.: 72737

Book/Page: L10/1765

Said property may be subject to fees, collections and assessments from said district for sewer services.

14. RESOLUTION NO. R05-10 to Create Buttercup Special Improvement District

By TOWN COUNCIL OF GARDEN CITY

Recorded: September 16, 2005

Entry No.: 66628

Book/Page: B10/1893



-
15. GARDEN CITY ORDINANCE, ORDINANCE NO. 06-16
By: TOWN OF GARDEN CITY regarding the Buttercup Project Special Improvement District.
Recorded: June 8, 2006
Entry No.: 68662
Book/Page: F10/49
16. Subject to any fees, charges or assessments due to Garden City.
-

NOTES:

Exception numbered 1-6 will be eliminated on the ALTA Extended Coverage Policy and the ALTA Homeowners Policy.

No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED:

Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.

If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or purposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at <http://www.alta.org>. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.



RT-30342

WARRANTY DEED

R.P. BAXTER, a debtor in possession under Bankruptcy Case No. 388-34308-HCA-11 in the United States Bankruptcy court for the Northern District of Texas, Dallas Division

grantor of County of State of Texas
~~State of Texas~~, hereby CONVEY and WARRANT to

DENNIS T. OLSON and BONNIE N. OLSON, husband and wife,
as joint tenants and not as tenants in common, with full rights of survivorship

grantees of 1363 North 7275 East Huntsville, UT 84317
for the sum of TEN DOLLARS and other good and valuable consideration
the following described tract of land in Rich County, State of Utah.

29-14-5
N² NE NE 1.1

Part of the North half of the Northeast Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 05 East, of the Salt Lake Base and Meridian, described as follows: Beginning at the Northeast Corner of said Section 29 and running thence North 88°48'35" West along the North line of said Section, 798.391 feet to the East line of Lot 41, BUTTERCUP ESTATES SUBDIVISION; thence South 17°05'35" East in said line and its extension 373.660 feet to the North right-of-way line of Buttercup Lane; thence Easterly following the North line of said lane in two courses: 1) following the arc of a 229.180 foot radius curve to the right 85.800 feet; 2) thence East 599.250 feet to said Section line; thence North by record (North 0°51'27" East 324.540 feet by survey) to the point of beginning.

**This Warranty Deed is being executed by authority given in that certain Motion to Approve Sale of Encumbered Real Estates filed on July 19, 1999 as Filing No. 54218 in Book H8 at Page 457 in the office of the Recorder of Rich County, Utah. Said motion was approved by an Order Approving Sale of Encumbered Real Estate filed on July 19, 1999 as Filing No. 54219 in Book H8 at Page 460 in the office of the Recorder of Rich County, Utah.

Tax Roll No. 41-29-00-002

WITNESS, the hand of said grantor, this 2nd day of August A.D. 1999.

Signed in the presence of

R.P. Baxter

R.P. BAXTER, a debtor in possession under Bankruptcy Case No. 388-34308-HCA-11 in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division

STATE OF TEXAS)
County of Dallas)

On the 2 day of Aug.
A.D. 1999 personally appeared before me

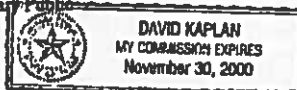
R.P. BAXTER, a debtor in possession under Bankruptcy Case No. 388-34308-HCA-11 in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division

the signer of the within instrument, who duly acknowledged to me that he executed the same.

David Kaplan

Notary Public

Commission expires:
Residing in:



Filed AUG 03 1999 Filing No. 54339
2:40 18 177
10.00 L. A. ... Recorder
Requested by Rich Land Title Company

177



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

MEMORANDUM

*T.G.
Packets*

DATE: March 30, 2021
TO: Town of Garden City Planning Commission
CC: Riley Argyle
FROM: Quinn Dance, E.I.T., Zan Murray, S.E.
SUBJECT: Buttercup Acres Plat Review

The Buttercup Acres Subdivision Concept plan was received on March 25, 2021 for engineering review. The review items discussed below can be found in Chapter 11E-400 of the Municipal Code.

Preliminary Plat

Contents

1. Provide additional information in the title block including section, township, and range along with owner information.

Documentation

1. Verify that all applicable documentation has been provided with the preliminary plat, i.e. title report, taxes/assessments paid, etc.

Existing Conditions

1. Provide the existing zoning.
2. Provide current owner descriptions bordering the parcel along with parcel lines.
3. Provide floodplain information.
4. Provide benchmark and basis of bearing information. Point of Beginning (POB) is not shown on the plat.
5. Provide existing private utilities such as power, communications, etc.
6. Provide additional information related to the existing irrigation canals. Existing easements need to be shown on the plat and documentation about future easements

needs to be included. Coordination with the canal companies is required. A letter of approval will be required by the canal companies.

Proposed Plan

1. Provide Owners Dedication or other type of language that outlines land intended to be dedicated for public use.
2. Provide setback lines and dimensions for each parcel.
3. Define and locate any Public Utility Easements (PUE) that will be within this subdivision.
4. Provide street details, including cross sections, along with curve information and alignment details.
5. Include proposed contours along streets. This will help illustrate drainage and other items.
6. Provide information about the storm drain plan. Include retention/detention ponds, the flow direction and approx. grade of streets.

Miscellaneous

1. Provide additional subdivision boundary and individual parcel boundary information. A curve table would be good to verify closure of the lots. Could not verify closure of development boundary or individual parcel boundaries.
2. Lot 11 and 12 may be limited on buildable area due to the existing canal and proposed piped canal.
3. Lot 13 may be limited on buildable area due to slope. Show existing slopes on the plat at non-buildable slopes. A non-buildable slope is 25%.
4. Close coordination with the irrigation companies will be required to provide proper design, function, and access to the proposed canal piping.

We appreciate your cooperation on these matters and feel free to reach out with any questions or concerns.

GARDEN CITY DEVELOPMENT REVIEW QA/QC CHECKLIST

Subdivision Review (Chapter 11E-100)

Preliminary Plat (Chapter 11E-400)

This checklist is meant to be a quick reference to assist in the preparation of development plans. It is still the responsibility of the developer to review the full Municipal Code referenced.

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
Preliminary Plat Procedure (11E-400.A)					
Approval of Preliminary Plat (11E-401)					
Preliminary Plat Requirements (11E-402)					
Contents (11E-402.A)					
1	Procedure complete (i.e. application, acceptance, and reviews).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Preliminary plans for streets, water, sewers, sidewalks and other public improvements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Electronic copy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Vicinity Map: 8-1/2" x 11" – Scale 1" = 300' or larger (i.e. 1" = 200'). Provide adequate orientation/landmark identification.				
	a. 600' minimum beyond boundaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	b. North point				
	c. Street/Roadway names				
	d. Clear identification of the boundary and proposed streets labeled				
5	Legal description	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	Area of each lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	Title block:				3/30: Provide location information including section, township, and range. Also include owner information.
	a. Proposed name of subdivision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	b. Location, including address, section, township and range				

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
	c. Name and address of owner/subdivider and engineer d. Date, scale (1" = 100' in standard subdivisions, 1" = 200' in recreational subdivisions) and north point				
Documentation (11E-402.B)					
1	Current title report and copy of owner's recorded deed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Verification of all taxes and assessments paid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Other information determined by the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Statement of the intended use.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Existing Conditions – Plat Shall Show (11E-402.C):					
1	Existing zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Include existing zoning information.
2	Property owner list within 300' of proposed exterior boundary. List shall include name, address and general description.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Include property ownership information to the north.
3	Names and intersecting boundary lines of adjoining subdivisions/parcels.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Provide adjacent boundary lines, if any, to the north, east and south.
4	Existing buildings with distances to property lines, water bodies, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5	Floodplain/Floodway boundaries	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Provide floodplain information.
6	Location/Identification of known potentially dangerous areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7	Location of nearest benchmark or monument	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Provide benchmark and basis of bearing information.
8	Boundary and acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9	Boundary description	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: POB is not shown on the plat and additional basis of bearing information needed to verify the boundary description.
10	All property of the subdivider. Include a sketch of prospective street system of unplatted areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
11	Location, width and names of all existing streets within 200'.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	Location of wells and reservoirs within 100' of boundaries.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13	Existing underground facilities within 100' of boundaries.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Provide private underground utilities, RMP, CentraCom, etc.
14	Interface between existing and proposed utilities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15	Existing natural drainage channels and proposed realignments.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16	Location of all irrigation and drainage, method of disposing of runoff water and drainage easements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Additional information needed related to the existing canal. Provide existing easement information on plat and modified easement information as needed.
17	Boundary lines of adjacent land.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Provide parcel lines for property to the north, east and south.
18	Contours not more than 2' in standard subdivisions and not more than 10' in recreational.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed Plan – Plan Shall Show (11E-402.D):					
1	Street layouts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Minimum of 2 entrances/exits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Layout, numbers and dimensions of lots.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Land intended to be dedicated or reserved for public use or subdivision use.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Include owners dedication language.
5	Proposed use of all land for future property owners within the subdivision.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6	Building setback lines with dimensions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Include setback lines on each parcel.
7	Public Utility Easements (PUE)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Define and locate any applicable PUE.
8	Boundary and tract information: a. Streets details b. Sidewalks c. Easement and setback lines d. Proposed lot lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Include street details as listed.

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
	e. Radii of all curves f. Lot dimensions				
9	Contour map with maximum interval of 5'.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Include proposed contours.
10	Street cross-sections/grade of streets.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Provide street cross sections.
11	Tentative storm water drainage plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Provide storm drain plan. Retention/detention ponds.
12	Direction of drainage, flow and approx. grade of streets.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/30: Provide drainage/grade information.
13	Adjacent property owner agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14	Open space maintenance plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15	Phasing plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16	Amenity phasing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17	Corner lots maintain 75' radius of clear space.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Reviewer Signature: _____

Review Date: _____

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
- PUD Conceptual
- PUD Phase Approval/Preliminary or Final
- PRUD Conceptual
- PRUD Phase Approval/Preliminary or Final
- Subdivision
- Vacation of Subdivision
- Variance
- Water Transfer
- 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: Long Ridge @ Bear Lake Phase 4 Current Zone: HE Proposed Zone: _____

Property Address: Approx 300 to 500 West and 1300 to 1400 South, Garden City, UT

Parcel # 41 - 29 - 000 - 0008 +

Contact Person: Jeffrey M. Jorgensen Phone #: 435-881-1999

E-mail address: jeffjorg2@gmail.com

Mailing Address: 1069 E 2100 N, North Logan, UT 84341

Applicant (if different): R.Hansen & B.Jorgensen-CoTrustees Phone #: Randall - 435-881-1343

Mailing Address: Randall Hansen - 1359 S Bear Lake Blvd., Garden City, UT 84028

Property Owner of Record (if different): J.K & N.B. Hansen Family Trust Phone #: _____