

### 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
- 11D-308
- 13A-1300

Project Name: Buttercup acres Current Zone: RA Proposed Zone: 12000000A

Property Address: Buttercup Lane - Buttercup Cir.

Parcel # 41-29-000-0002

Contact Person: Matt Nielson Phone #: 435-757-3070

E-mail address: matt@nielson@yahoo.com

Mailing Address: 2745 Nw Juniper No Logan Ut 84341

Applicant (if different): \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Property Owner of Record (if different): Patricia 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.

Prelim + Conceptual

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

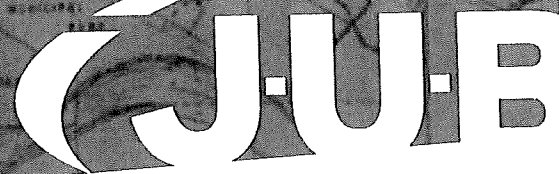
[Signature]  
Signature of Owner of Record



**Office Use Only**

Date Received: 5-11-21  
Fee: 3000.  
By: Canson LLC

HELPING EACH OTHER  
CREATE BETTER COMMUNITIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

## MEMORANDUM

DATE: May 25, 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

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The Buttercup Acres Subdivision Concept plan was originally reviewed in March 2020. The updated preliminary plat, dated May 2020, has been received for engineering review. The review items discussed below can be found in Chapter 11E-400 of the Municipal Code.

### Preliminary Plat

#### Contents

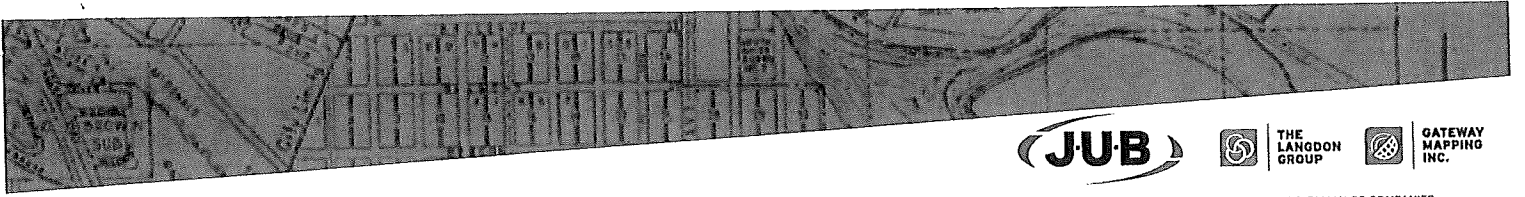
1. ~~Provide additional information in the title block including section, township, and range along with owner information.~~ **Complete**

#### 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.~~ **Complete**
2. ~~Provide current owner descriptions bordering the parcel along with parcel lines.~~
3. ~~Provide floodplain information.~~ **Complete**
4. ~~Provide benchmark and basis of bearing information. Point of Beginning (POB) is not shown on the plat.~~ **Complete**
5. ~~Provide existing private utilities such as power, communications, etc.~~ **Complete**
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



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approval will be required by the canal companies. **Label canal easements and provided widths for clarification. Provide signature block for the canal companies on the plat to confirm acceptance.**

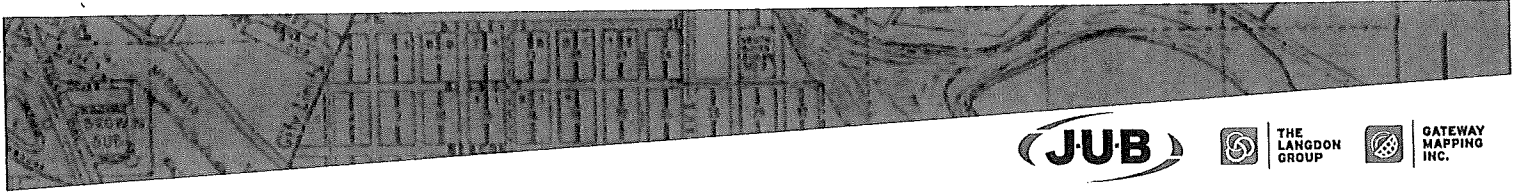
- 7. Provide dimensions of existing buildings to property lines within the proposed development.**

#### Proposed Plan

- ~~1. Provide Owners Dedication or other type of language that outlines land intended to be dedicated for public use. **Complete**~~
2. Provide setback lines and dimensions for each parcel. **Include side setback lines.**
- ~~3. Define and locate any Public Utility Easements (PUE) that will be within this subdivision. **Complete**~~
4. Provide street details, including cross sections, along with curve information and alignment details. **Modify the road cross-section to be 3"/6"/12" pit run instead of 10" of pit run.**
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. **Agreements will be necessary to allow the emergency overflow to discharge into the existing ditch since the runoff will be higher than historical. Provide percolation tests, design calculations and other items to size the swales or ponds.**

#### Miscellaneous

1. Provide additional subdivision boundary and individual parcel boundary information. A curve table is needed to verify closure of the lots. Could not verify closure of all the individual parcel boundaries. **There are many labels/text that are overlapping which prevents us from verifying boundaries on multiple lots. A scanned copy of some notes and recommendations is provided for your convenience.**
- ~~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%.~~



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INC.

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4. Close coordination with the irrigation companies will be required to provide proper design, function, and access to the proposed canal piping.
5. **Lot 18 has the potential of a double frontage lot.**
6. **Water to support the development will need to be provided to the City prior to final plat approval. The estimated quantity of water based on this preliminary plat is 29.13 acre-feet (AF). Possible sources to purchase water from are Swan Creek Village HOA or the local canal companies.**

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



J-U-B ENGINEERS, INC.

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## 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	
<b>Preliminary Plat Procedure (11E-400.A)</b>					
<b>Approval of Preliminary Plat (11E-401)</b>					
<b>Preliminary Plat Requirements (11E-402)</b>					
<b>Contents (11E-402.A)</b>					
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 Vicinity Map: 8-1/2" x 11" – Scale 1" = 300' or larger (i.e. 1" = 200'). Provide adequate orientation/landmark identification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	a. 600' minimum beyond boundaries b. North point c. Street/Roadway names d. Clear identification of the boundary and proposed streets labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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 b. Location, including address, section, township and range	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3/30: Provide location information including section, township, and range. Also include owner information. 5/25: Complete

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				
<b>Documentation (11E-402.B)</b>					
1	Current title report and copy of owner's recorded deed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5/25: Provide documentation
2	Verification of all taxes and assessments paid.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5/25: Provide documentation
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 checked="" type="checkbox"/>	<input type="checkbox"/>	5/25: Provide documentation
<b>Existing Conditions – Plat Shall Show (11E-402.C):</b>					
1	Existing zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3/30: Include existing zoning information. 5/25: Complete
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.
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 along with subdivision names.
4	Existing buildings with distances to property lines, water bodies, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5/25: Provide distances to property lines of existing buildings within the development.
5	Floodplain/Floodway boundaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3/30: Provide floodplain information. 5/25: Complete
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"/>	3/30: Provide benchmark and basis of bearing information. 5/25: Complete
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"/>	3/30: POB is not shown on the plat and additional basis of

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
					bearing information needed to verify the boundary description. 5/25: Complete
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"/>	
13	Existing underground facilities within 100' of boundaries.	<input checked="" type="checkbox"/>	<input 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"/>	
<b>Proposed Plan – Plan Shall Show (11E-402.D):</b>					
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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3/30: Include owners dedication language. 5/25: Complete
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. 5/25: Include side setback lines.

Item	Municipal Requirement	Status			Comments
		Yes	No	N/A	
7	Public Utility Easements (PUE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3/30: Define and locate any applicable PUE. 5/25: Complete
8	Boundary and tract information:				3/30: Include street details as listed.
	a. Streets details				
	b. Sidewalks				5/25: Modify cross section to have 12" pit run.
	c. Easement and setback lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	d. Proposed lot lines				
	e. Radii of all curves				
9	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 checked="" type="checkbox"/>	<input type="checkbox"/>	5/25: Provide agreements needed for access road.
14	Open space maintenance plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: \_\_\_\_\_

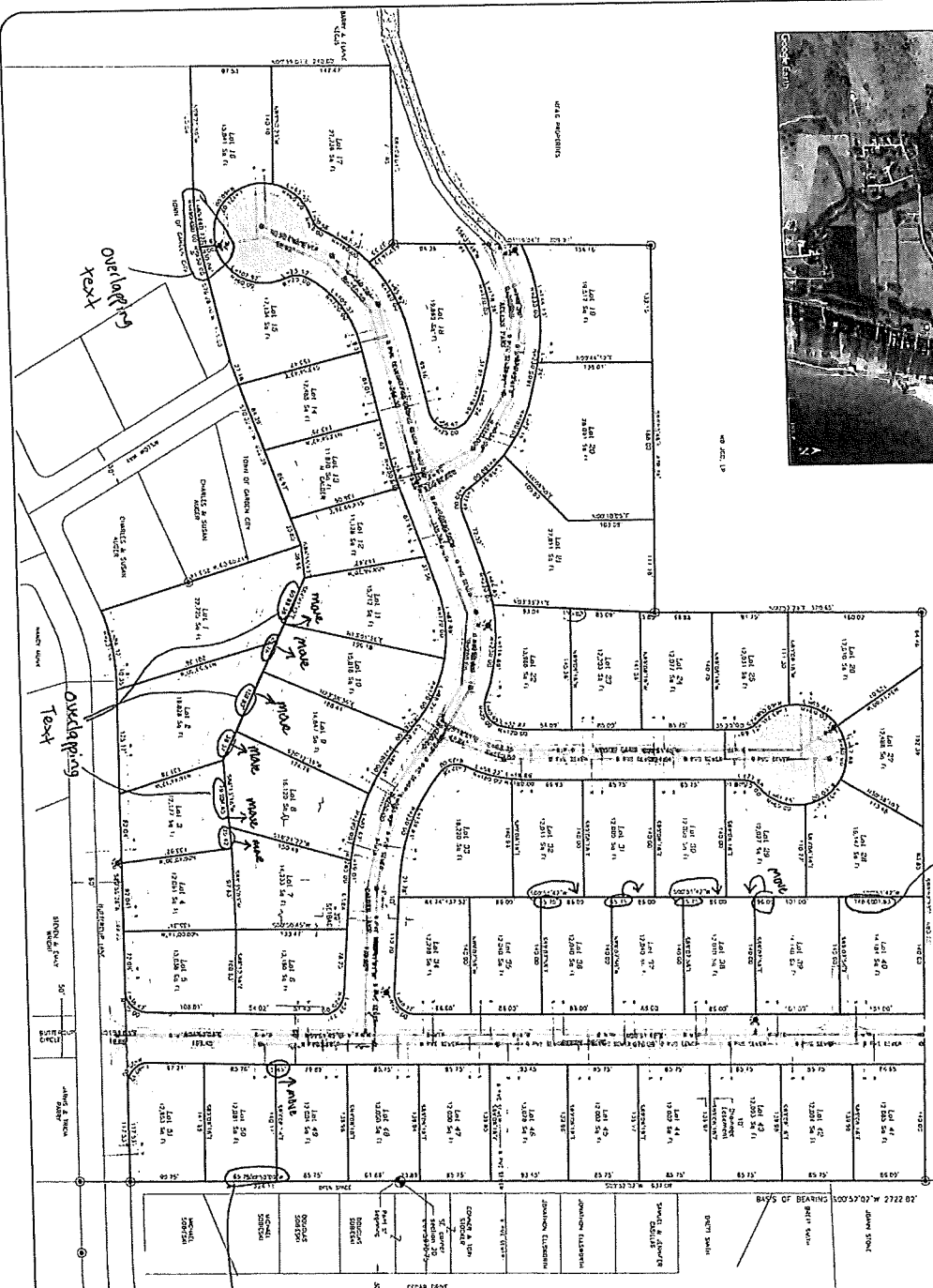
Review Date: \_\_\_\_\_



VICINITY MAP  
 20' Scale  
 1" = 20'

NORTH  
 SCALE 1" = 80'-0"

**BUTTERCUP ACRES SUBDIVISION**  
 LOCATED IN THE SOUTHWEST QUARTER  
 OF SECTION 20 AND THE NORTHEAST QUARTER  
 OF SECTION 14, T108N, R108E, S10E,  
 SALT COUNTY, ILLINOIS  
**CONCEPT PLAT**



**LEGEND**  
 Product Subdivision  
 Lot Line  
 Street  
 Easement  
 Easement

**OWNERS' DEDICATION**  
 The undersigned, the owners of the property herein described, do hereby dedicate to the public the streets, easements, and other improvements shown on this plat, and the same shall be held in trust for the use and benefit of the public.

**LEGAL DESCRIPTION**  
 Part of the Southwest Quarter of Section 20 and the Northeast Quarter of Section 14, T108N, R108E, S10E, Salt County, Illinois, containing approximately 120.00 acres, more or less, as shown on the attached plat, and the same is being offered for sale in lots as shown on the attached plat, and the same shall be held in trust for the use and benefit of the public.

- \* Show curve information
- \* Show curve table for all curves.
- \* Show bearings on road side of lots.
- \* Text in roadway overlaps utilities and can be difficult to read.

Misc.

## EASEMENT AGREEMENT AND CONVEYANCE

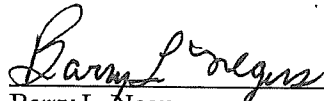
THIS EASEMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 11th day of May, 2021 by and between BARRY L. NEGUS and ELAINE W. NEGUS, husband and wife, Grantors, and CANSON, LLC, its successors and assigns, Grantee,

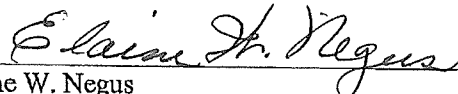
A Non-exclusive right-of-way for ingress, egress and utilities, in common with others, to provide for a future development of a subdivision, proposed to be known as Buttercup Acre Subdivision, or any other commercial venture, an easement for a right of way being 20 feet in width and 10 feet on each side of the centerline, for the construction, reconstruction, operation, maintenance, repair, replacement of the same.

Said Non-exclusive right-of-way is located in the North half of the Northeast Quarter of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, with the centerline of said Easement is described as follows:

Beginning at a point that is North 88°48'35" West 34.35 feet from the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, the running thence Westerly the following three courses to the East end of an existing County Road Right-of-Way, as follows: North 89°53'26" West 203.96 feet; South 86°05'54" West 191.05 feet; thence West 84.76 feet, more or less, to said existing ~~County Road Right-of-Way~~ *City BLN, EWN*

Dated this 11<sup>th</sup> day of May, 2021 A.D.

  
Barry L. Negus

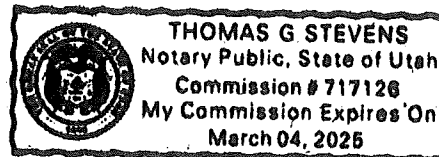
  
Elaine W. Negus

### INDIVIDUAL ACKNOWLEDGMENT

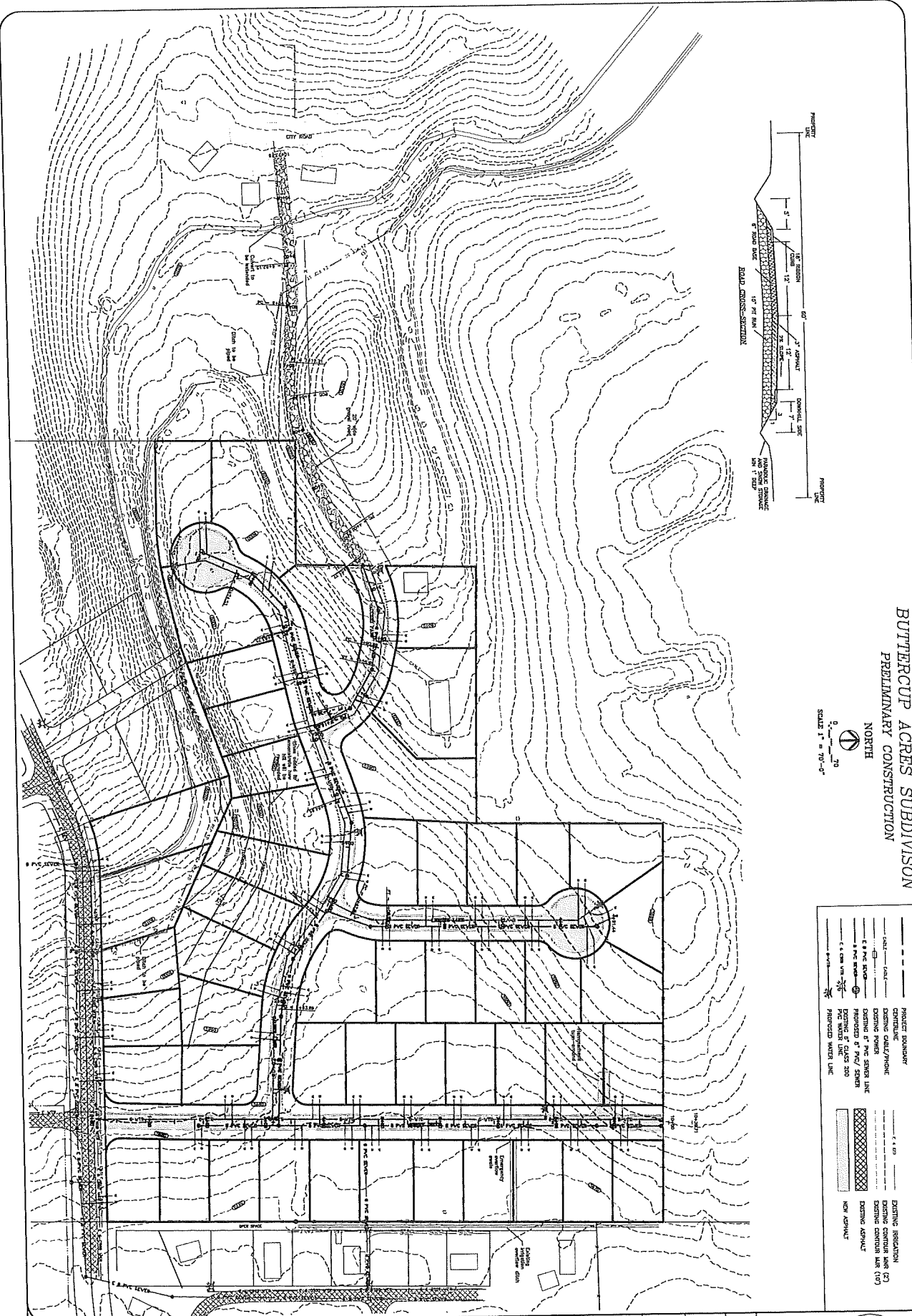
STATE OF UTAH        )  
                                  SS  
County of Rich        )

On the 11<sup>th</sup> day of May A.D. 2021, personally appeared before me, Barry L. Negus and Elaine W. Negus, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

  
Notary Public

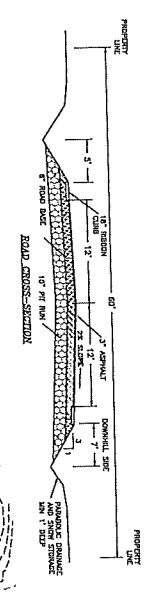






BUTTERCUP ACRES SUBDIVISION  
 PRELIMINARY CONSTRUCTION

NORTH  
 SCALE 1" = 70'-0"



LEGEND

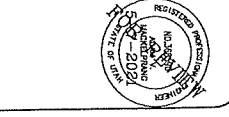
PROJECT BOUNDARY	EXISTING RESOLUTION
CENTRALITE	EXISTING CONDUIT LINE (C)
EXISTING CABLE/FIBRE	EXISTING CONDUIT LINE (C)
EXISTING POWER	EXISTING ASPHALT
EXISTING 1" PVC SEWER LINE	NON ASPHALT
PROPOSED 1" PVC SEWER	
PROPOSED 1" PVC WATER LINE	
PROPOSED WATER LINE	

SHEET  
 3  
 OF  
 4 SHEETS

**AE** ALLIANCE CONSULTING ENGINEERS, INC.  
 150 EAST 200 NORTH SUITE P  
 LOGAN, UTAH 84321  
 (435) 755-5121

PROJECT  
**BUTTERCUP ACRES SUBDIVISION**  
 PRELIMINARY CONSTRUCTION

SCALE	DATE	JOB NO.
	5-2021	
DRAWN BY	DRAWING	
AM	FINAL2.DWG	

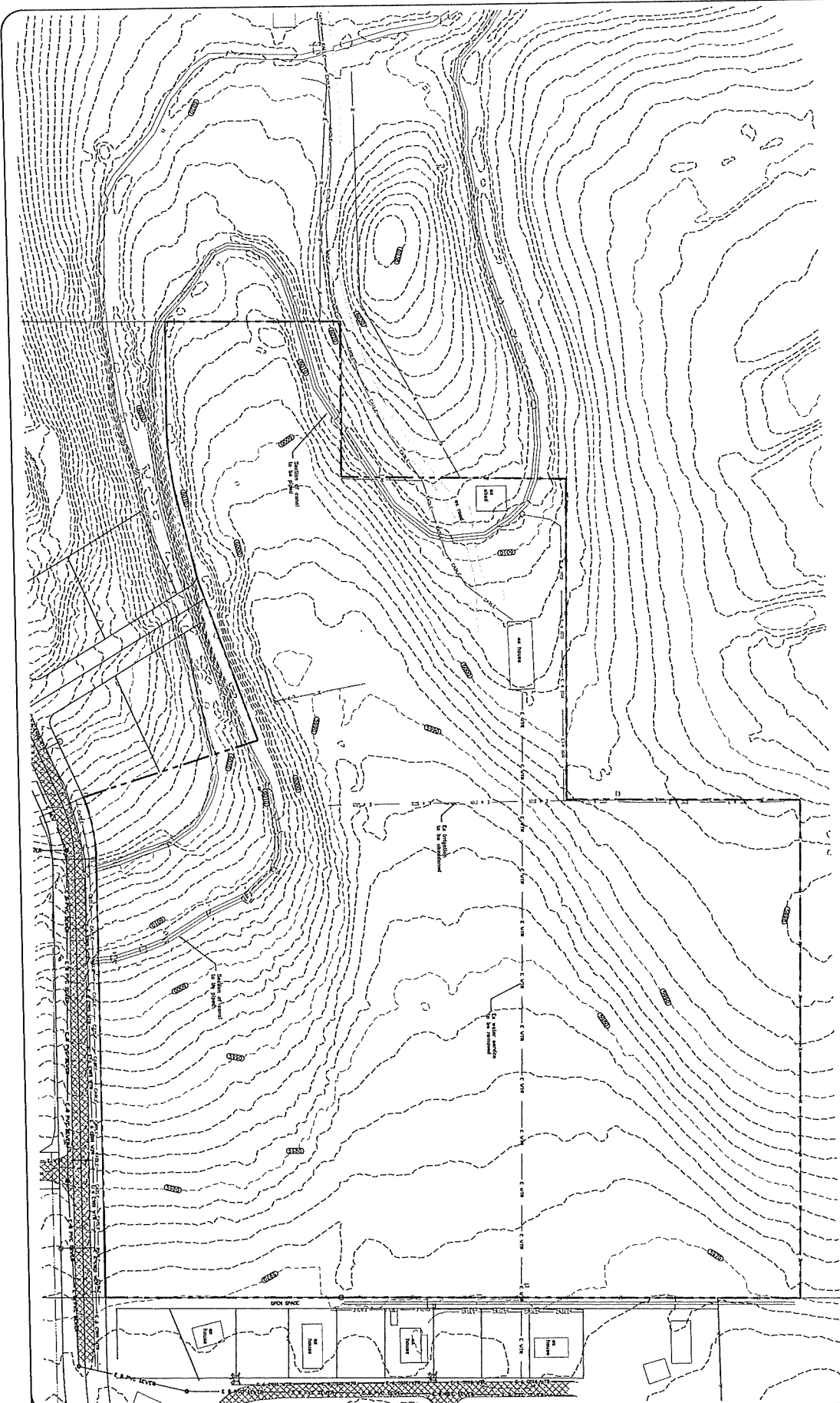


BUTTERCUP ACRES SUBDIVISION  
EXISTING SITE

0 20 40  
SCALE 1" = 60'-0"



- LEGEND
- PROJECT BOUNDARY
  - EXISTING FENCE
  - EXISTING IRRIGATION
  - EXISTING WATER
  - EXISTING POWER
  - EXISTING TIL/ROAD
  - EXISTING DITCH
  - EXISTING MAR CONTOUR (2')
  - EXISTING MAR CONTOUR (1')



SHEET  
2  
OF  
4 SHEETS

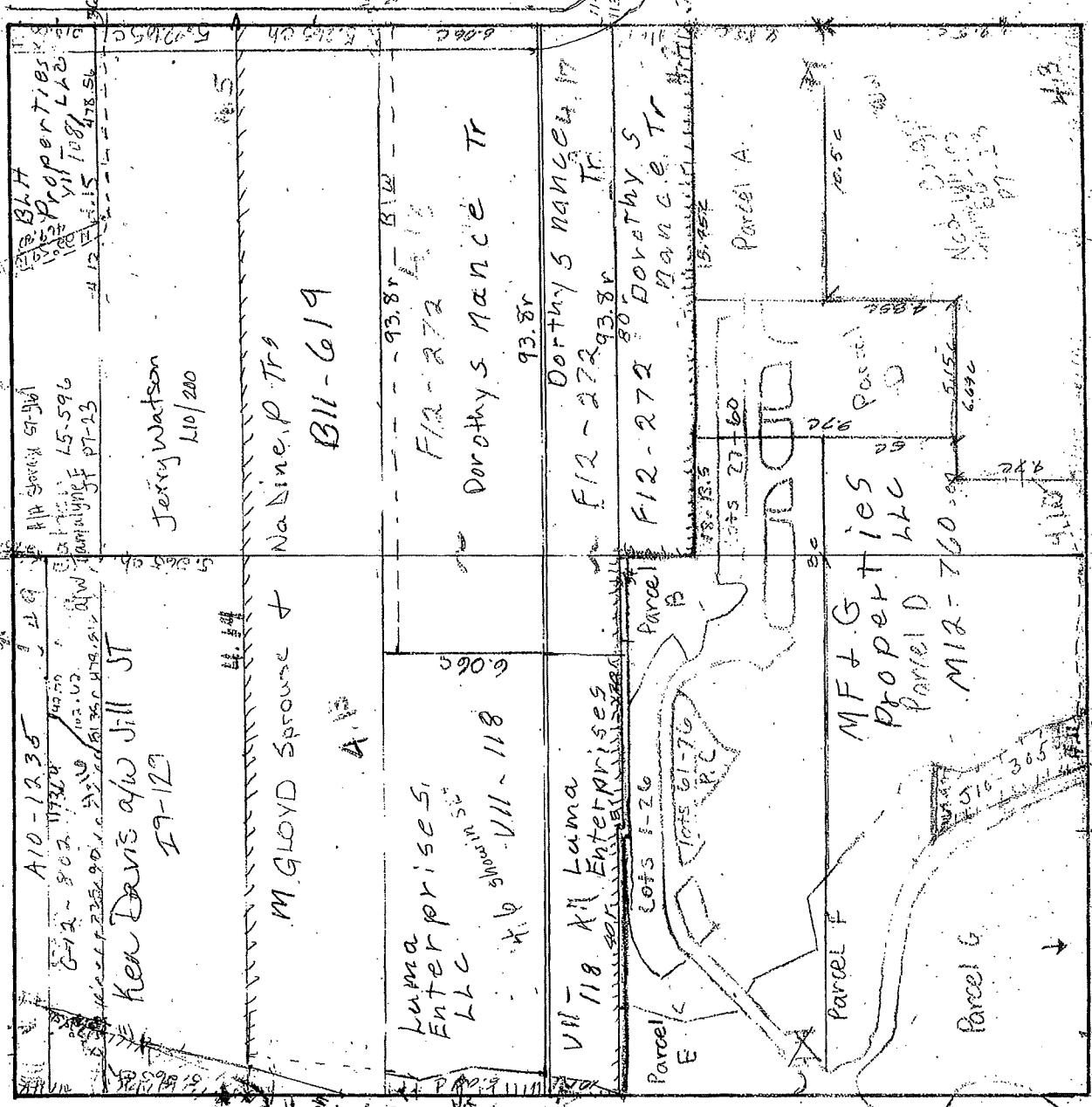
**AE** ALLIANCE CONSULTING  
ENGINEERS, INC.  
150 EAST 200 NORTH SUITE P  
LOGAN, UTAH 84321  
(435) 755-5121

PROJECT  
BUTTERCUP ACRES SUBDIVISION  
EXISTING SITE

SCALE	DATE	JOB NO.
DRAWN BY	5-2021	
AE	DRAWING	
	FINAL.DWG	



# SE 1/4 Section 20 Township 14 North, Range 5 East



Edwards +  
 Tina K. Price  
 A10-1518

Ralph Anderson  
 Susan Croft  
 Trs.  
 G12-802



Scale 1" = 400'

Barryk. + Elaine W.  
 Negus Trs  
 J10-305

GARDEN CITY

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into this 11 May of , 2021, between CANSON LLC, hereinafter referred to as "Developer" and GARDEN CITY, here in after referred to as "City", and

WHEREAS, BUTTERCUP ACRES Subdivision, hereinafter referred to as "the Development" will be approved for construction; and

WHEREAS, plans for the Development are on file with GARDEN CITY and are incorporated by reference herein; and

WHEREAS, it is necessary for the interest of the public welfare that improvements made be constructed in accordance with the specifications set forth in said plans and as provided by GARDEN CITY ordinances and Design Standards; and

WHEREAS, Developer desires to record a final plat of the Development in order to obtain building permits and construct structures after the necessary infrastructure is installed, approved and accepted, according to the Garden City Development Standards of Construction and building permitting; or a bond will be provide as explained below in Section 2.

WHEREAS, in accordance with said GARDEN CITY ordinances, including Section\_\_\_\_\_ GARDEN CITY Code, the Developer is required to furnish security for the completion of all improvements or complete all improvements prior to recording a final plat.

NOW THEREFORE, to induce GARDEN CITY to approve said plans and allow use of city-owned utilities and access and/or other improvements, the Developer does hereby unconditionally promise and agree with GARDEN CITY as follows:

Developer hereby acknowledges receipt of a copy of the GARDEN CITY Subdivision Ordinance.

Developer hereby acknowledges that Developer has read the Subdivision (or that an agent of Developer has), and that Developer understands the provisions of the Subdivision Ordinance and that Developer will fully and completely comply with the provisions and requirements therein contained.

In accordance with GARDEN CITY City Code Section\_\_\_\_\_, Developer shall tender to GARDEN CITY City an Improvement Bond in the amount of 10% in excess of the cost of 100% of the improvements or will issue bond to cover unimproved development at recording of plat. In the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, GARDEN CITY shall have the right to construct or cause to be constructed said streets and other improvements as shown on said plans as required by GARDEN CITY ordinances and Design Standards, and upon completion of said improvements Developer, as secured, shall be liable to pay to, and indemnify GARDEN CITY for, the final total cost incurred by GARDEN CITY, including but not limited to, engineering, legal and contingent costs, together with any damages which GARDEN CITY may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement which said sums are secured by the Improvement Bond.

Developer shall supply the City with water rights or shares as set forth in GARDEN CITY Code Section \_\_\_\_\_ for the Development, as follows: Equilivilent Shares = 12.13 Swan Creek Canal OR 10.79 Hodges OR 9.55 Swan Canal. Developer shall provide said shares to the City before the commencement of construction

Developer will acquire an easement for sewer through the trailer court.

The Developer shall pay for all project related street signage installed by GARDEN CITY.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns; provided, however that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.

In the event that either of the parties to this Agreement shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related costs and expenses incurred by the non-defaulting or non-breaching party in pursuing its rights hereunder or under the laws of the State of Utah.

Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances and requirements as now existing and as enacted and/or amended.

Developer shall provide a Warranty Bond in the sum equal to ten percent (10%), a total of \_\_\_\_\_, of the estimated costs of all improvements installed in the Development as estimated by the City Engineer for the period of Developer's warranty on the improvements in the Development. Security in amounts more than 10% may be required by the City Manager if it is deemed appropriate and necessary. The Warranty Bond shall meet all the criteria outlined in GARDEN CITY code.

Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within a timely manner.

Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.



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**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. 41-20-000-0025. Taxes for the year 2020 were paid in the amount of \$1,270.61  
Tax Parcel No. 41-29-000-0026. Taxes for the year 2020 were paid in the amount of \$1.99
9. Reservations in Patents of Record or in Acts authorizing the issuance thereof; unpatented mining claims, reservations or exceptions, water rights, claims or title to water.
10. Location of improvements not visible by inspections and/or survey, i.e. water lines, sewer, septic, etc.
11. 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.
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. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: William L. Negus and Vergie J. Negus  
Grantee: The Mountain States Telephone and Telegraph Company  
Recorded: September 28, 1976  
Entry No: F17,128  
Book/Page: S2/485
14. ANNEXATION PLAT GARDEN CITY TOWN  
Recorded: May 7, 1979  
Entry No.: F20,610  
Book/Page: G3/496
15. Subject to all matters as defined and depicted on the official plat of Buttercup Estates Subdivision  
Recorded: August 23, 1984  
Entry No: 30272  
Book/Page: R4/471  
(Parcel 1)
16. "No liability is assumed for any review and change in the assessment of subject property for agricultural use pursuant to Chapter 80, Laws of Utah, 1969 (Greenbelt Act) not of record in the office of the County Recorder as shown by the certain Greenbelt(s) recorded in the office of the Recorder of Rich. County, Utah, filed in Book W7, at Page 148. Any change in the vesting of the property and/or a sale of the property will result in the need for a new application and may result in the disqualification of the property and collection of 5 years of tax difference by the County."  
(Parcel 1)
17. RESOLUTION EXTENDING THE CORPORATE LIMITES OF THE TOWN OF GARDEN CITY  
Recorded: October 8, 2008  
Entry No: 75631  
Book/Page: R10/214  
(Parcel 1)
18. ANNEXATION PLAT  
Recorded: October 8, 2008  
Entry No: 75630  
Book/Page: R10/211  
(Parcel1)
19. CERTIFICATE OF ANNEXATION  
Recorded: December 29, 2008  
Entry No: 76452  
Book/Page: T10/544  
(Parcel 1)
20. ROAD DEDICATION PLAT  
Recorded: July 17, 2012  
Entry No: 83525  
Book/Page: G11/549  
(Parcel 1)



21. BOUNDARY LINE AGREEMENT  
Executed by and between: WB/JCC LIMITED PARTNERSHIP and NED CALDER AND TAMALYN E. CALDER  
Dated: February 22, 2021  
Recorded: February 24, 2021  
Entry No: 99377  
Book/Page: M12/748  
(Parcel 1)
22. Subject to Reservations of 1/2 of all oil, gas and mineral rights, etc. in that certain Warranty Deed  
Executed: August 1, 1975  
By and Between: ORIS K. COOK AND BEATRICE W. COOK, as Grantors and R. P. BAXTER, as Grantee  
Recorded: August 23, 1984  
Entry No.: 30259  
Book/Page: R4/450  
(Parcel 2)
23. Subject to Reservations of 1/2 of all oil, gas and mineral rights, 28.6% of the water rights and a right-of-way, etc. in that certain Warranty Deed  
By and Between: RONALD H. HARRISON AND GAYLA C. HARRISON, as Grantors and SWAN CREEK VILLAGE, INC., as Grantee  
Executed: August 7, 1984  
Recorded: August 23, 1984  
Entry No.: 30261  
Book/Page: R4/453  
NOTE: No further interest of conveyance of Grantor is shown in or insured under this policy of title insurance.  
(Parcel 2)
24. Subject to Reservations of 1/2 of all oil, gas and mineral rights, 28.6 % of the water rights and a right-of-way, etc. in that certain Warranty Deed  
By and Between: RONALD H. HARRISON AND GAYLA C. HARRISON, as Grantors and SWAN CREEK VILLAGE, INC., as Grantee  
Executed: April 5, 1984  
Recorded: August 23, 1984  
Entry No.: 30262  
Book/Page: R4/454  
NOTE: No further interest or conveyance of Grantor is shown in or insured under this policy of title insurance.  
(Parcel 2)
25. "No liability is assumed for any review and change in the assessment of subject property for agricultural use pursuant to Chapter 80, Laws of Utah, 1969 (Greenbelt Act) not of record in the office of the County Recorder as shown by the certain Greenbelt(s) recorded in the office of the Recorder of Rich. County, Utah, filed in Book Q7, at Page 221. Any change in the vesting of the property and/or a sale of the property will result in the need for a new application and may result in the disqualification of the property and collection of 5 years of tax difference by the County."  
(Parcel 2)



26. Said property may be subject to fees, collections and assessment from Rich County for Garbage collection.
  27. Said property is subject to fees, charges and assessments from the Bear Lake Special Service District for sewer services.
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**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.

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**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.





## 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>Project Review - Concept Plan for Subdivision</u>

Project Name: Long Ridge @ Bear Lake Phase 5 Current Zone: HE Proposed Zone: \_\_\_\_\_

Property Address: Approx 100 to 300 West and 1300 to 1400 South, Garden City, UT

Parcel # 41 - 28 - 00 - 016 +\*

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 #: \_\_\_\_\_

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

Project Start date: n/a Completion date: n/a

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

This is a preliminary consideration phase 5 of the ongoing Long Ridge @ Bear Lake Subdivision. It will consist of ten single family residential lots using the density based subdivision option. There are a number of questions the developer would like considered before the Preliminary Plat for Long Ridge Phase 5 is finalized. We have included a copy of the draft development agreement for phase 5 and have highlighted, in blue, a few paragraphs within it that relate to the peculiar issues we need to discuss with the Commission—and perhaps the Council as well. The issues we need to consider are fire access for lot 43, postponing sewer service for Lots 43 and 45, and confirmation of the amount of water rights we will need to turn over to the city for the project.

\* The property is within two different parcels - 41-28-000-0016 & the remaining parcel of 41-29-000-0008

Lot Size in acres or square feet: 9.8 ac total Number of dwellings or lots: 10 Lots

Non-residential building size: n/a

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

\_\_\_\_\_  
Signature of Applicant

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

\_\_\_\_\_  
Signature of Owner of Record

\_\_\_\_\_  
Signature of Owner of Record

**Email Form**

\_\_\_\_\_  
Signature of Owner of Record

Office Use Only

Date Received: \_\_\_\_\_

Fee: \_\_\_\_\_

By: \_\_\_\_\_



Mailing Address: George Jensen - 1009 E 2100 N, North Logan, UT 84341

Project Start date: NA Completion date: NA

Describe the proposed project as it should be presented to the hearing body and in the public session. This is a preliminary conceptual phase 1 of the ongoing Long Ridge @ Bear Lake Substation. It will consist of an single family residential lot using the density called Subdivision option. There are a number of questions the developer would like considered before the Preliminary Plan for Long Ridge Phase 1 is finalized. We have included a copy of the joint development agreement for phase 1 and have highlighted in blue a few paragraphs within it that relate to the particular issues we need to discuss with the Commission and perhaps the Council as well. The issues we need to consider are the access for lot 41, installing sewer service for lots 43 and 45, and confirmation of the amount of water rights we will need to have prior to the city for the project.

\*The property is within two different parcels - 41-20-000-2016 & the remaining parcel of 41-20-010-0008

Lot Size in acres or square feet: 9.8 ac total Number of dwellings or lots: 10 Lots

Non-residential building size: NA

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

Signature of Applicant

I certify that I am the Owner of Record of the subject property and that I consent to the submission of this application. Owner of Record All ST sign the application prior to submitting to Carden City.

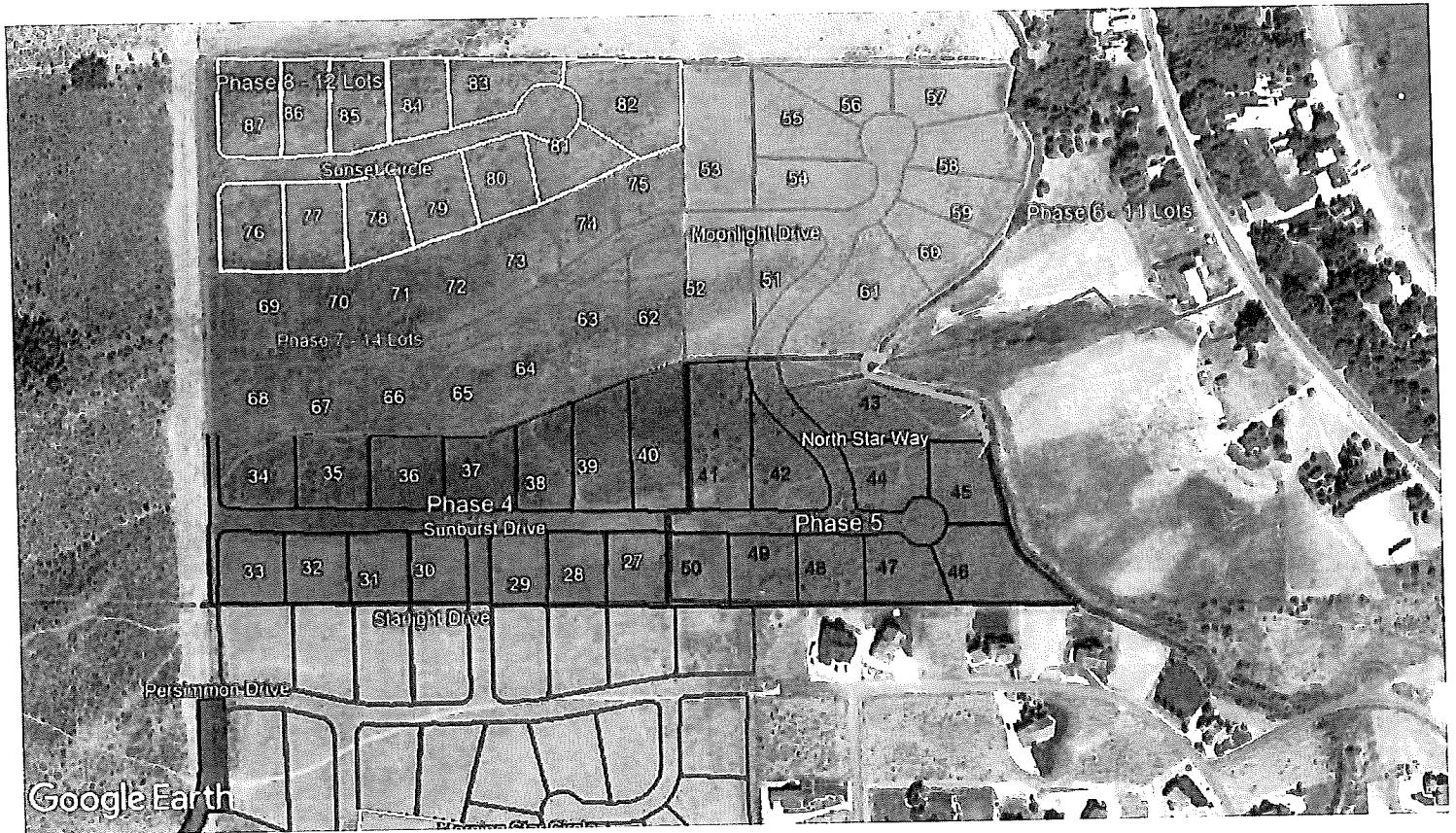
Signature of Owner of Record

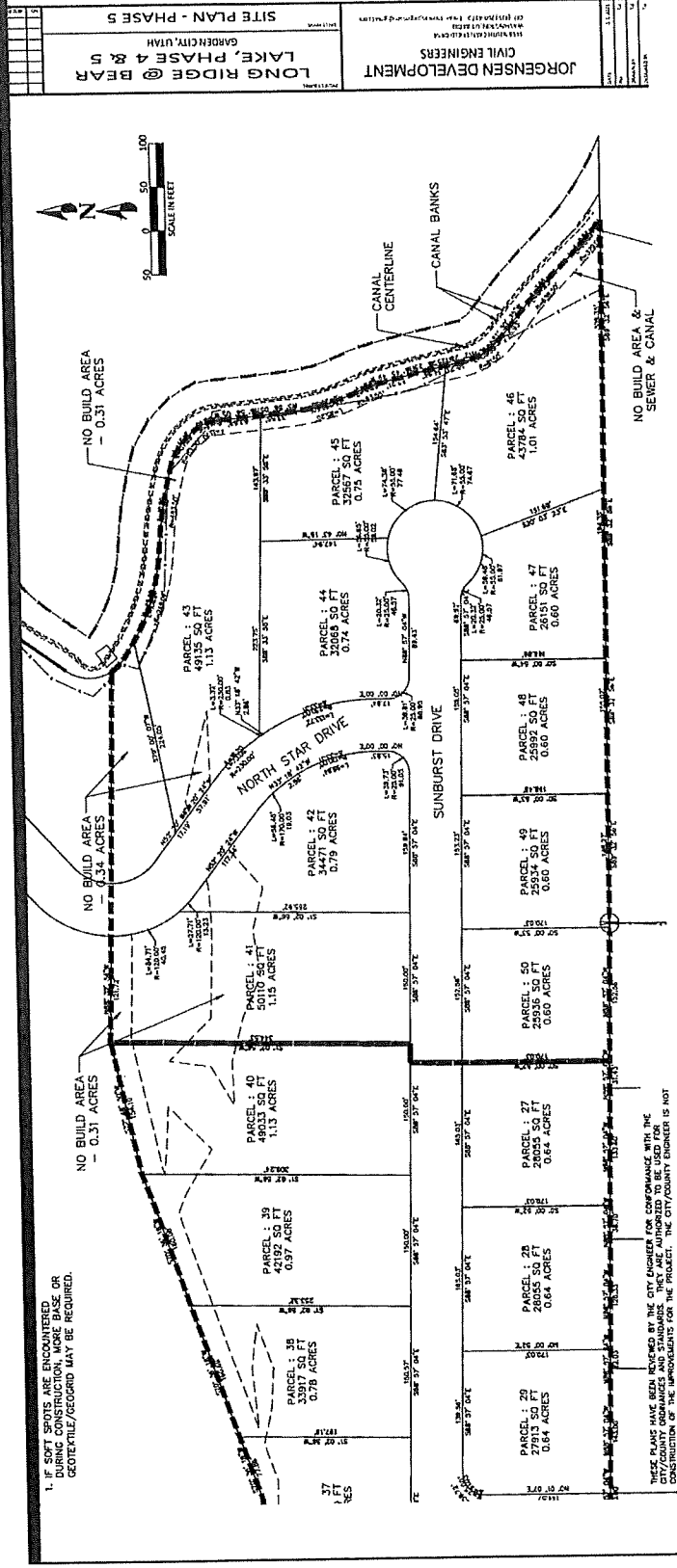
Signature of Owner of Record

Signature of Owner of Record

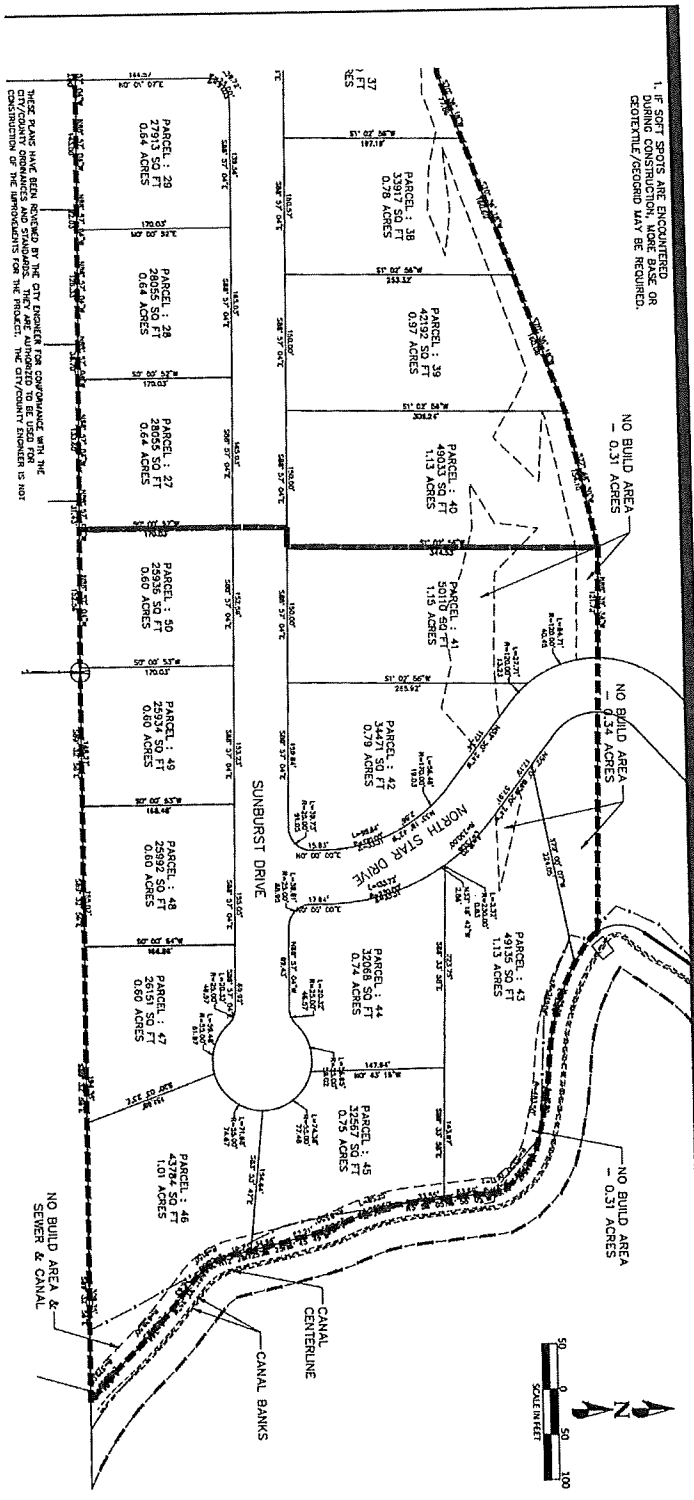
Office Use Only

Date Received \_\_\_\_\_  
Fee \_\_\_\_\_  
By \_\_\_\_\_





Drawing for Concept Plan Discussion of Long Ridge Phase 5



Drawing for Concept Plan Discussion of Long Ridge Phase 5

<p><b>JORGENSEN DEVELOPMENT</b>  <b>CIVIL ENGINEERS</b></p> <p>1111 S. MAIN ST. SUITE 100          GARDEN CITY, UTAH 84001          TEL: 435-636-1111 FAX: 435-636-1112</p>		<p><b>LONG RIDGE @ BEAR LAKE, PHASE 4 &amp; 5</b>          GARDEN CITY, UTAH</p> <p><b>SITE PLAN - PHASE 5</b></p>	
DATE	SCALE	BY	CHECKED
11/11/11	AS SHOWN	J. JORGENSEN	J. JORGENSEN

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

This Development Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the LONG RIDGE @ BEAR LAKE LLC (the “Owner” or “Developer” interchangeably hereafter), as the owner and developer of a residential subdivision project known as LONG RIDGE @ BEAR LAKE Subdivision – PHASE FIVE, (the “Project” hereafter), and Garden City, Utah, a municipality and political subdivision of the State of Utah.

**R E C I T A L S:**

Developer owns approximately 9.8 acres of real property located within the municipal boundaries of Garden City, Utah, as more fully described in Exhibit A (the Property), on which it proposes the development of the Project as described herein.

City, acting in furtherance of its current land use policies, goals, objectives, General Plan and ordinances as well as existing state and federal law (hereinafter City Laws) requires that subdivision improvements, specifically culinary water mains, sanitary sewer mains, roads, conduits for electrical power installation, and appropriate storm water control elements be developed as part of the Long Ridge @ Bear Lake Subdivision – Phase Five. In addition, and outside of the limits of the Property being developed, the Developer shall connect to existing roads, water lines, sewer lines, and electrical systems within the existing previously developed phases of Long Ridge @ Bear Lake Subdivision which in turn connect to Persimmon Drive and Homestead Road and to Hodges Canyon Road as a second point of ingress/egress for the Subdivision.

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

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

1. **Recitals and Exhibits.** The recitals set forth above and all exhibits are hereby incorporated by reference as part of this Agreement.
2. **Property Affected by This Agreement.** The legal description of the Property that can be contained within the Project boundaries is attached and specifically described in Exhibit A. No additional property may be added to this description for purposes of this Agreement, except by written amendment to this Agreement executed and approved by the parties hereto.

## ARTICLE 1

### Responsibilities and Rights of Developer

#### 1.1. Vested Rights and Reserved Legislative Powers.

**1.1.1. Rights Granted by this Agreement.** To the maximum extent permissible under the laws of Utah and the United States, at common law and at equity, City grants Developer all rights to develop the Property in fulfillment of this Agreement, including vested rights, pursuant to UTAH CODE ANN. Section 10-9a-509 and other City Laws. Development of the Property and the Project are subject to City Laws. Developer shall develop and construct the Project in the general manner, densities and configuration as outlined in Article 4 – Land Use Parameters, and as reflected in the concept plan as amended by and attached as Exhibit B, (“Concept Plan”). Through a written amendment to this Agreement, the parties may make necessary modifications of the plan so long as they are consistent with the terms of this Agreement and comply with the general layout agreed upon in the approved concept plan and are approved by appropriate City officials. Revisions to approved construction drawings and specifications, and other Project submittals, shall also be prepared and submitted by Developer to City officials as part of any amendment to the plan authorized under this paragraph.

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

**1.2.1. Land to be Dedicated for Rights-of-Way:** Owner shall dedicate to the City the public transportation rights-of-way as generally shown on the Final Plat as follows:

- 1) The fee-simple land provided for and labeled Sunburst Drive within Phase Five of the subdivision.
- 2) The fee-simple land provided for and labeled North Star Way within Phase Five of the subdivision.

#### 1.2.2. Infrastructure Improvements within the Development

##### 1.2.2.1. Roads:

**1.2.2.1.1. Minor/Local Roads:** Developer shall construct, or cause to be constructed in accordance with the City Laws and City’s design and construction standards, at the Developer’s cost and expense the streets as shown on the Final Plat and Exhibit C and labeled as Sunburst Drive and North Star Way within Phase Five which connects to the remaining portions of Sunburst Drive within Long Ridge @ Bear Lake Subdivision Phase Four in accordance with Garden City Code *11C-1456 Modifying Regulations – Developers Requirements.*

##### 1.2.2.2. Culinary Water:

**1.2.2.2.1 Main Culinary Waterlines within Project:** The Developer shall construct or cause to be constructed at the Developer’s cost and expense all of the culinary water main lines within the Project, and as required beyond the Project area in order to connect to the existing culinary water

main lines in the Long Ridge @ Bear Lake Phase 4 Subdivision. Additionally, the Developer has constructed or shall construct the culinary water service lines to each lot within this Project in accordance with the City's Culinary Water Master Plan.

**1.2.2.2.2 Transfer of Water Rights for Project:** The Developer shall transfer to the City sufficient water rights in order to comply with the city's requirements in accordance with City Code 13A-1300. That amount for Phase 5 is hereby agreed to be 7.55 acre-feet. The Developer shall transfer to the City 7.55 acre-feet of water rights, or that amount in equivalent canal shares, for this Phase 5 requirement.

**1.2.2.3. Sewer:** The Developer shall construct or cause to be constructed at the Developer's cost and expense all of the sanitary sewer main lines and service lines to each lot within the Project, and as required beyond the Project area in order to connect to the existing sewer main lines in the Cherimoya Subdivision and to the existing sewer line on Bear Lake Boulevard. It is agreed by both parties that the sewer lines serving lots 43 and 45 will be "dry" and unusable until the sewer for that section of Phase 5 is extended under the canal, across Parcels 41-28-000-0128 and 41-28-000-0030, and connecting to the existing sewer main in Bear Lake Boulevard. These two lots (43 and 45) shall not be sold by Developer until the continued connection to the sewer line is completed. It is hereby agreed that this sewer line extension shall be completed by the Developer after the water in the Hodges Canal is removed for the winter season of 2020-2021.

**1.2.2.4. Storm Water System:** The Developer shall construct or cause to be constructed at the Developer's cost and expense all of the storm water control elements necessary to control the storm water runoff from Phase 5. Both parties understand that the storm water detention pond for Long Ridge Subdivision Phase 5 will be constructed of sufficient size to contain the storm water from Phases 1, 2, 4, and 5. Until such detention pond is completed as part of the construction of Phase 5's infrastructure, the storm water control elements currently used for Phases 1, and 2 will remain in place, as constructed, to control the water from those first two phases. The storm water generated from Phase 4 will be diverted to the natural drainage flowing to the east until the more permanent storm water elements are constructed within this Phase 5.

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

**1.2.2.6. Guarantee of Completion.**

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

constructed any improvements required by this Agreement, the City Laws, or City's Design and Construction Standards, and upon completion of said improvements, Developer shall be liable to pay to, and indemnify City for, the final total cost incurred by City, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement, which said sums are secured by the Security.

#### **1.2.2.7. Guarantee of Improvements.**

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

## **ARTICLE 2**

### **Rights and Responsibilities of City**

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

**2.2. General City Services.** Subject to the City's right to withhold, withdraw or terminate city services, as provided in state and city law, City shall provide all city services to the Property that it provides from time to time to other residents and properties within City, including, but not limited to fire and other emergency services, city engineering, planning, parks and recreation and other staff services as well as storm drainage and culinary water. Such services shall be provided to the Property on the same terms and at the same rates as provided to other residents and properties in similar parts of the City.

**2.3. Public Improvements Provided by City.**

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

**2.3.2.** Pursuant to the Utah Impact Fees Act, UTAH CODE ANN. Chapter 11-36a regarding the policies for expenditure of impact fees, some of the public improvements to be installed as part of the Project are System Improvements or Capital Facilities as defined in the Act. Such improvements may cause the Developer to be entitled to credits or reimbursement for the cost of construction of certain qualifying public improvements or which may also create excess or additional capacity beyond the proportionate share of the need created by the Project under the policies regarding expenditure of impact fees as reflected in City Laws. The parties agree that while developers of residences within the Development shall be assessed and shall pay impact fees calculated by City in accordance with City Laws, Developer shall be entitled to no credits or reimbursements from road or water impact fees, based upon this Agreement.

### **ARTICLE 3**

#### **Application Approval Process**

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

### **ARTICLE 4**

#### **Land-Use Parameters**

**4.1.** Parties agree the total acreage of the proposed Project to be plus or minus about 9.8 acres. Parties also agree that the project shall be allowed with a total number of lots within the 9.8 acres of the Development which shall not exceed eleven (11) lots, but the project is planned for only ten (10) lots. The general parameters for developing this Development shall be in accordance with Chapter 11C-1450 HE, Hillside Estates Zone, using the Density Based Subdivision Option. The portions of the Remaining Parcel of parcel 41-29-000-0008 following 12.230 acres removed for Long Ridge @ Bear Lake Subdivision Phase 4 and the portion of the 17.755 acres within parcel 41-28-000-0016 not within the Project area's 9.8 acres, including any area dedicated for road rights-of-way, shall be designated as "Undeveloped Parcels" and may be used for future development in accordance with the approved Concept Plan.

**4.1.1.** No lots shall be smaller than 20,000 sq. ft. (about 0.46 acres). All lots shall have a minimum lot width of no less than ninety feet (90'). Front yard setbacks to be thirty feet (30'); rear yard setbacks, excluding detached buildings, to be thirty feet (30'). Each side yard setbacks will be a minimum of fifteen feet (15').

**4.1.2.** The land area of the proposed Project includes approximately 0.96 acres of land designated as Non-Buildable as defined in Chapter 11A-200 A. and includes a combination of steep slope areas, natural drainage areas, and canal maintenance easements. The Designated No-Build area within the Project shall be shown on the Subdivision Plat with notes thereon indicating that the land is designated as limited in its use. As such, construction is prohibited therein, excepting that 1) fences that do not obstruct the natural drainage or access to the canal for maintenance, 2) landscaping elements, and 3) underground utilities *may be* constructed within the Non-Buildable Area.

ARTICLE 5

General Terms and Conditions

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

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

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

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

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

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

If to Developer:  
Jeffrey M. Jorgensen  
1069 E. 2100 N.  
North Logan, Utah 84341

With a copy to:  
Mark B. Hancey  
595 Riverwoods Parkway, Suite 110  
Logan, Utah 84321

If to City:  
Garden City  
Attn. Mayor

With a copy to:  
Seth J. Tait, Olson and Hoggan, P.C.  
Garden City Attorney

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

130 S. Main, Suite 200 P.O. Box 525  
Logan, Utah 84321

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

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

**5.9. Transfer of Development.**

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

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

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

**Developer**

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

By: \_\_\_\_\_  
Randall John Hansen

Its: Manager

STATE OF UTAH            )  
                                      : ss.  
COUNTY of RICH        )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Randall John Hansen, Manager of the LONG RIDGE @ BEAR LAKE LLC, one of the signers of the within instrument, who duly acknowledged to me that he is authorized to execute this Agreement on behalf of said LLC.

\_\_\_\_\_  
NOTARY PUBLIC

By: \_\_\_\_\_  
Bonnie Jorgensen  
Its: Manager

STATE OF UTAH            )  
                                      : ss.  
COUNTY of CACHE        )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Bonnie Jorgensen, Manager of the LONG RIDGE @ BEAR LAKE LLC, one of the signers of the within instrument, who duly acknowledged to me that she is authorized to execute this Agreement on behalf of said LLC.

\_\_\_\_\_  
NOTARY PUBLIC

JOHN K HANSEN AND NORREN BECK HANSEN FAMILY TRUST

**Randall J. Hansen, Trustee**

**Bonnie H. Jorgensen, Trustee**

By: \_\_\_\_\_  
Randall J. Hansen, Trustee

Its: Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY of RICH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Randall J. Hansen, Co-Trustee of the JOHN K HANSEN AND NORREN BECK HANSEN FAMILY TRUST, one of the signers of the within instrument, who duly acknowledged to me that he is authorized to execute this Agreement on behalf of said Trust.

\_\_\_\_\_  
NOTARY PUBLIC

By: \_\_\_\_\_  
Bonnie H. Jorgensen, Co-Trustee

STATE OF UTAH                    )  
  : ss.  
COUNTY of CACHE             )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Bonnie H. Jorgensen, Co-Trustee of the JOHN K HANSEN AND NORREN BECK HANSEN FAMILY TRUST, one of the signers of the within instrument, who duly acknowledged to me that she is authorized to execute this Agreement on behalf of said Trust.

\_\_\_\_\_  
NOTARY PUBLIC

**Garden City**

Attest:

By: \_\_\_\_\_  
Mike Leonhardt  
Its: Mayor

\_\_\_\_\_  
Kathy Hislop, City Recorder

STATE OF UTAH )

County of RICH ) : ss.

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Mike Leonhardt as Mayor of GARDEN CITY, the signer of the within instrument, who duly acknowledged to me that he executed the same with city approval and authority.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )

County of RICH ) : ss.

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Kathy Hislop, as City Recorder of GARDEN CITY, the signer of the within instrument, who duly acknowledged to me that he executed the same with city approval and authority.

\_\_\_\_\_  
NOTARY PUBLIC

Exhibit A

Legal Property Description:

County Parcel #41-29-000-0008 located in the Southeast Quarter of the Southeast Quarter of Section 29 Township 14 North, Range 5 East of the Salt Lake Base and Meridian and more specifically described as follows:

Commencing at the Southeast Corner of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, running thence North 89°04'30" West 1257.3 feet; thence North 00°01'03" West 428.92 feet; thence North 00°53'06" East 277.73 feet; thence North 00°36'53" East to the North line of Property; thence East 1320 feet; thence South 1320 feet to the Point of Beginning.

Containing approximately 40 acres Less the approximate 12.220 acres in the Long Ridge @ Bear Lake Subdivision Phase 4.

AND

County Parcel 41-28-000-0016 located in the Southwest quarter of Section 28, Township 14 North, Range 5 East of the Salt Lake Base and Meridian. Described as follows:

Beginning at the Brass Cap found at the Southwest Corner of Section 28, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, from which the Brass Cap found at the West Quarter Corner of said Section bears North 00°41'52" East 2,679.77 feet; and running Thence North 00°41'52" East 1341.75 feet (North 1320 feet by record) to fence; Thence South 89°07'57" East 669.845 feet to a point located approximately 16.5 feet Westerly of the centerline of canal; Thence Southerly running parallel to said canal center the following 31 courses, 1) South 14°37'18" West 16.635 feet; 2) Thence 23.91 Feet along the arc of a 83.50 foot radius curve to the right through a central angle of 16°24'20" and a long chord that bears South 22°49'28" West 23.83 feet to the point of reverse curve; 3) Thence 68.26 feet along the arc of a 92.89 foot radius curve to the left through a central angle of 42°06'08" and a long chord that bears South 09°58'34" West 66.73 feet to the point of compound curve; 4) Thence 21.99 feet along the arc of a 51.50 foot radius curve to the left through a central angle of 24°27'44" and a long chord that bears South 23°18'22" East 21.82 feet; 5) Thence South 35°32'14" East 21.05 feet; 6) Thence South 30°36'31" East 56.30 feet; 7) Thence 17.02 Feet along the arc of a 28.50 foot radius curve to the right through a central angle of 34°12'49" and a long chord that bears South 13°30'07" East 16.77 feet; 8) Thence South 03°36'18" West 38.10 feet; 9) Thence South 19°39'22" West 103.85 feet; 10) Thence South 27°46'48" West 38.86 feet; 11) Thence 54.13 Feet along the arc of a 283.50 foot radius curve to the right through a central angle of 10°56'21" and a long chord that bears South 33°14'58" West 54.05 feet; 12) Thence South 38°43'09" West 42.98 feet; 13) Thence 47.59 Feet along the arc of a 333.50 foot radius curve to the right through a central angle of 08°10'35" and a long chord that bears South 42°48'26" West 47.55 feet to the point of compound curve; 14) Thence 102.68 feet along the arc of a 477.00 foot radius curve to the right through a central angle of 12°20'02" and a long chord that bears South 53°03'45" West 102.48 feet; 15) Thence South 59°13'46" West 111.86 feet; 16) Thence 82.56 Feet along the arc of a 200.27 foot radius curve to the left through a central angle of 23°37'10" and a long chord that bears South 47°25'11" West 81.97 feet; 17) Thence South 35°36'36" West 59.62 feet; 18) Thence 73.90 Feet along the arc of a 46.50 foot radius curve to the left through a central angle of 91°03'35" and a long chord that bears South 09°55'10" East 66.37 feet to the point of compound curve; 19) Thence 134.81 feet along the arc of a 249.07 foot radius curve to the left through a central angle of 31°00'44" and a long chord that bears South 70°57'20" East 133.17 feet to the point of reverse curve; 20) Thence 91.88 feet along the arc of a 483.50

foot radius curve to the right through a central angle of 10°53'15" and a long chord that bears South 81°01'04" East 91.74 feet to the point of compound curve; 21) Thence 67.29 feet along the arc of a 83.50 foot radius curve to the right through a central angle of 46°10'20" and a long chord that bears South 52°29'17" East 65.48 feet to the point of compound curve; 22) Thence 13.70 feet along the arc of a 33.50 foot radius curve to the right through a central angle of 23°26'01" and a long chord that bears South 17°41'06" East 13.61 feet; 23) Thence South 05°58'05" East 87.14 feet; 24) Thence 85.20 Feet along the arc of a 239.50 foot radius curve to the left through a central angle of 20°22'59" and a long chord that bears South 16°09'35" East 84.75 feet to the point of reverse curve; 25) Thence 16.89 feet along the arc of a 83.50 foot radius curve to the right through a central angle of 11°35'15" and a long chord that bears South 20°33'27" East 16.86 feet; 26) Thence South 14°45'49" East 52.21 feet; 27) Thence South 12°28'25" East 54.19 feet; 28) Thence 55.53 Feet along the arc of a 81.50 foot radius curve to the left through a central angle of 39°02'10" and a long chord that bears South 31°59'30" East 54.46 feet; 29) Thence South 51°30'35" East 26.93 feet; 30) Thence 84.23 Feet along the arc of a 638.50 foot radius curve to the right through a central angle of 07°33'29" and a long chord that bears South 47°43'51" East 84.17 feet to the point of reverse curve; 31) Thence 65.09 feet along the arc of a 379.00 foot radius curve to the left through a central angle of 09°50'24" and a long chord that bears South 48°52'18" East 65.01 feet to section line; Thence North 89°32'56" West 805.99 feet to the point of beginning.

Containing 773,403 Square Feet or 17.755 Acres.

AND

County Parcel 41-28-000-0128 located in the Southwest quarter of Section 28, Township 14 North, Range 5 East of the Salt Lake Base and Meridian. Described as follows:

Commencing at the Brass Cap found at the Southwest Corner of Section 28, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, from which the Brass Cap found at the West Quarter Corner of said Section bears North 00°41'52" East 2,679.77 feet; and running Thence North 00°41'52" East 1341.75 feet (North 1320 feet by record) to fence; Thence South 89°07'57" East 669.845 feet to a point located approximately 16.5 feet Westerly of the centerline of canal and is the point of beginning; Thence Southerly running parallel to said canal center the following 31 courses, 1) South 14°37'18" West 16.635 feet; 2) Thence 23.91 Feet along the arc of a 83.50 foot radius curve to the right through a central angle of 16°24'20" and a long chord that bears South 22°49'28" West 23.83 feet to the point of reverse curve; 3) Thence 68.26 feet along the arc of a 92.89 foot radius curve to the left through a central angle of 42°06'08" and a long chord that bears South 09°58'34" West 66.73 feet to the point of compound curve; 4) Thence 21.99 feet along the arc of a 51.50 foot radius curve to the left through a central angle of 24°27'44" and a long chord that bears South 23°18'22" East 21.82 feet; 5) Thence South 35°32'14" East 21.05 feet; 6) Thence South 30°36'31" East 56.30 feet; 7) Thence 17.02 Feet along the arc of a 28.50 foot radius curve to the right through a central angle of 34°12'49" and a long chord that bears South 13°30'07" East 16.77 feet; 8) Thence South 03°36'18" West 38.10 feet; 9) Thence South 19°39'22" West 103.85 feet; 10) Thence South 27°46'48" West 38.86 feet; 11) Thence 54.13 Feet along the arc of a 283.50 foot radius curve to the right through a central angle of 10°56'21" and a long chord that bears South 33°14'58" West 54.05 feet; 12) Thence South 38°43'09" West 42.98 feet; 13) Thence 47.59 Feet along the arc of a 333.50 foot radius curve to the right through a central angle of 08°10'35" and a long chord that bears South 42°48'26" West 47.55 feet to the point of compound curve; 14) Thence 102.68 feet along the arc of a 477.00 foot radius curve to the right through a central angle of 12°20'02" and a long chord that bears South 53°03'45" West 102.48 feet; 15) Thence South 59°13'46" West 111.86 feet; 16) Thence 82.56 Feet along the arc of a 200.27 foot radius curve to the left through a central angle of 23°37'10" and a long chord that bears South 47°25'11" West 81.97 feet; 17) Thence South 35°36'36" West 59.62 feet; 18) Thence 73.90 Feet along the arc of a 46.50 foot radius curve to the left through a central angle of 91°03'35" and a long chord that bears South 09°55'10" East 66.37 feet to the point of compound curve; 19) Thence 134.81 feet along the arc of a 249.07 foot radius curve to the left through a central angle of 31°00'44" and a long chord that bears South 70°57'20" East 133.17 feet to the point of reverse curve; 20) Thence 91.88 feet along the arc of a 483.50 foot radius curve to the right through a

central angle of 10°53'15" and a long chord that bears South 81°01'04" East 91.74 feet to the point of compound curve; 21) Thence 67.29 feet along the arc of a 83.50 foot radius curve to the right through a central angle of 46°10'20" and a long chord that bears South 52°29'17" East 65.48 feet to the point of compound curve; 22) Thence 13.70 feet along the arc of a 33.50 foot radius curve to the right through a central angle of 23°26'01" and a long chord that bears South 17°41'06" East 13.61 feet; 23) Thence South 05°58'05" East 87.14 feet; 24) Thence 85.20 Feet along the arc of a 239.50 foot radius curve to the left through a central angle of 20°22'59" and a long chord that bears South 16°09'35" East 84.75 feet to the point of reverse curve; 25) Thence 16.89 feet along the arc of a 83.50 foot radius curve to the right through a central angle of 11°35'15" and a long chord that bears South 20°33'27" East 16.86 feet; 26) Thence South 14°45'49" East 52.21 feet; 27) Thence South 12°28'25" East 54.19 feet; 28) Thence 55.53 Feet along the arc of a 81.50 foot radius curve to the left through a central angle of 39°02'10" and a long chord that bears South 31°59'30" East 54.46 feet; 29) Thence South 51°30'35" East 26.93 feet; 30) Thence 84.23 Feet along the arc of a 638.50 foot radius curve to the right through a central angle of 07°33'29" and a long chord that bears South 47°43'51" East 84.17 feet to the point of reverse curve; 31) Thence 65.09 feet along the arc of a 379.00 foot radius curve to the left through a central angle of 09°50'24" and a long chord that bears South 48°52'18" East 65.01 feet to section line; Thence South 89°32'56" East 365.67 feet; Thence North 00°41'55" East 476.10 feet to a Wayne Crow bar and cap; Thence North 22°33'42" West 96.68 feet; Thence North 18°55'12" West 32.00 feet to a JSH bar and cap ; Thence North 10°15'36" West 34.41 feet to JSH bar and cap; Thence North 72°26'54" East 169.13 feet to JSH bar and cap found on the West right-of-way line of State Highway 30 and is the point of curve of a non-tangent curve, of which the radius point bears North 54°17'07" East 1794.19 feet; Thence 62.80 feet along the arc of a 1794.19 foot radius curve to the right through a central angle of 02°00'19" and a long chord that bears North 34°42'43" West 62.80 feet; Thence South 72°26'54" West 155.70 feet; Thence North 22°19'36" West 463.54 feet; Thence South 82°50'20" West 191.19 feet to the East bank of canal; Thence along said canal bank the following eight courses, 1) Thence North 19°25'34" East 3.89 feet; 2) Thence North 03°13'07" East 47.45 feet; 3) Thence North 15°46'39" West 16.92 feet; 4) Thence North 29°58'48" West 61.95 feet; 5) Thence North 28°24'39" West 28.35 feet; 6) Thence North 06°42'14" West 26.05 feet; 7) Thence North 17°07'14" East 49.21 feet; 8) Thence North 15°30'14" East 32.64 feet to fence; Thence North 89°07'57" West 24.04 feet to the point of beginning.

Less a 0.50 acre parcel and subject to a 16.5 foot wide access easement described of record as:

Commencing at the Southwest corner of Section 28, Township 14 North, Range 5 East of the Salt Lake Base & Meridian and running Thence North 89°42'25" East along the South Line of said section 969.41 feet; Thence leaving said section line North 00°17'35" West 516.81 feet to a rebar with JSH bar and cap and is the true point of beginning; and running thence North 18°21'02" West 171.00 feet to a rebar with JSH cap; Thence North 71°31'58" East 126.75 feet to a rebar with JSH cap; Thence South 18°21'02" East 171.00 feet to a rebar with JSH cap; Thence South 71°38'58" West 126.75 feet to the point of beginning. Containing 21,674 square feet or .050 acre. Together with a 16.5 foot access easement to Highway 30.

Containing 591,821 Square Feet or 13.586 Acres.

AND

County Parcel 41-28-000-0030 located in the Southwest quarter of Section 28, Township 14 North, Range 5 East of the Salt Lake Base and Meridian. Described as follows:

Commencing at the Brass Cap found at the Southwest Corner of Section 28, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, from which the Brass Cap found at the West Quarter Corner of said Section bears North 00°41'52" East 2,679.77 feet; and running Thence North 00°41'52" East 1341.75 feet (North 1320 feet by record) to fence; Thence South 89°07'57" East 852.67 feet to JSH bar and cap at fence corner; Thence South 01°03'33" East 7.27 feet to one sixteenth section line; Thence continuing South 01°03'33" East 5.36 feet to JSH bar and cap at fence corner; Thence North 89°19'52" East 123.90 feet (North 89°19'31" East 124.06 feet by record of Huber parcel 41-25-000-0027) along fence to a point on the West right-of-way line of State Highway 30 and is the point of curve of a non-

tangent curve, of which the radius point bears North  $77^{\circ}05'02''$  East 1794.19 feet, said point is also 1.28 feet along the arc of a 1,794.19 foot radius curve to the left from the one sixteenth section line; Thence 205.34 feet along the arc of a 1794.19 foot radius curve to the left through a central angle of  $06^{\circ}33'26''$  and a long chord that bears South  $16^{\circ}11'42''$  East 205.23 feet; Thence continuing along highway line 191.00 feet along the arc of a 1794.19 foot radius curve to the left through a central angle of  $06^{\circ}05'58''$  and a long chord that bears South  $22^{\circ}31'24''$  East 190.91 feet to the point of beginning; and running Thence South  $71^{\circ}52'00''$  West 123.08 feet; Thence South  $22^{\circ}19'36''$  East 248.54 feet; Thence North  $72^{\circ}26'54''$  East 155.70 feet to Highway and the point of curve of a non-tangent curve of which the radius point bears North  $56^{\circ}17'27''$  East 1794.19 feet; Thence 254.79 feet along the arc of a 1794.19 foot radius curve to the right, through a central angle of  $8^{\circ}08'11''$  and a long chord that bears North  $29^{\circ}38'28''$  West 254.57 feet to the point of beginning.

Containing 33,866 Square Feet or 0.777 Acre.

Exhibit B  
Concept Plan Map

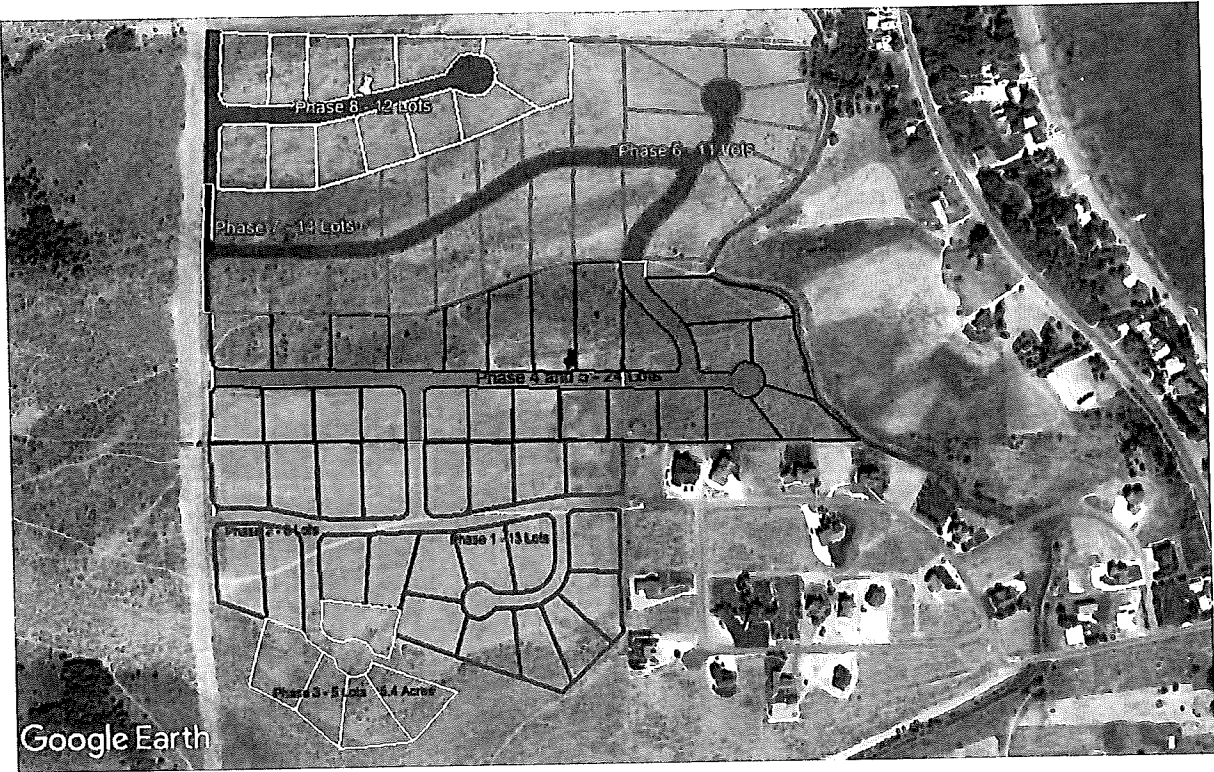
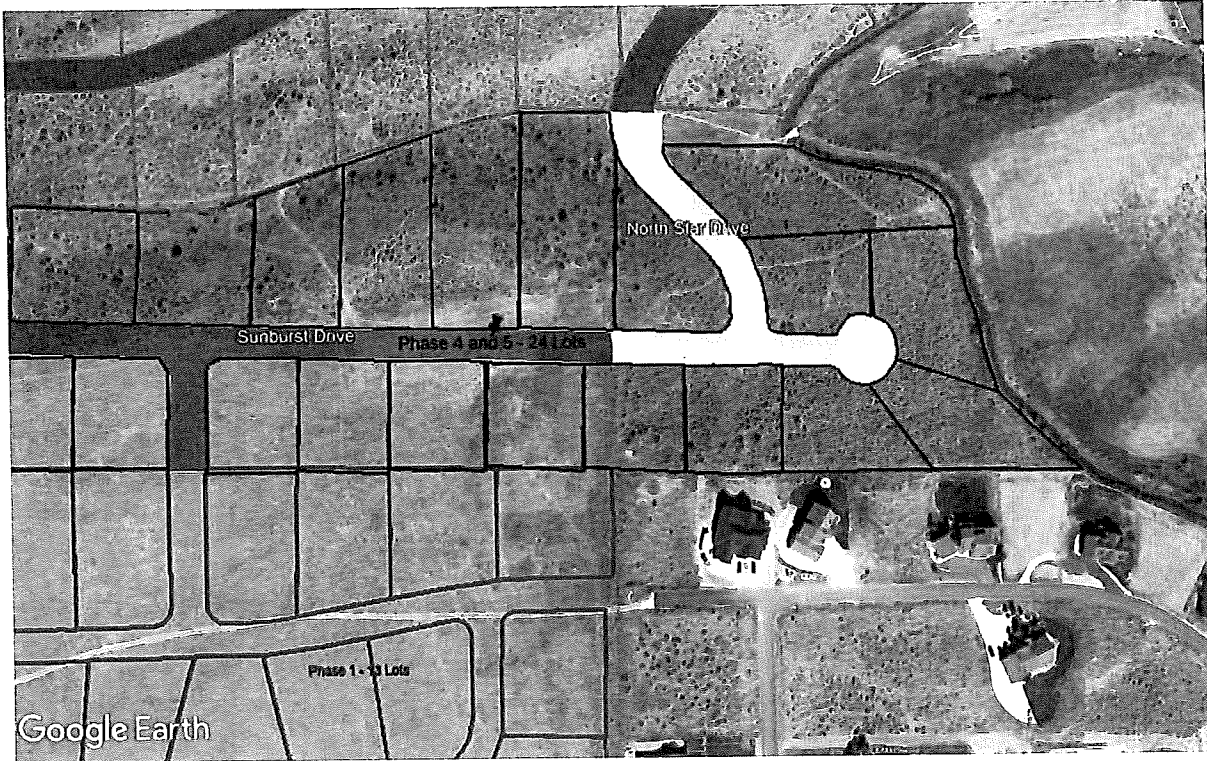


EXHIBIT C

Land (Roadways) to be Dedicated Fee Simple to City in this Phase is labeled as Sunburst Drive and North Star Way , and highlighted in white.



## 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 checked="" 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 type="checkbox"/> AEG Meeting, (Affected Entity Group):	
<input type="checkbox"/> Other Land Use Permit _____	

Project Name: Hawk Rock Current Zone: <sup>Hillside</sup>~~Estates~~ Proposed Zone: <sup>Hillside</sup>~~Estates~~

Property Address: northwest corner of Persimmon Dr + Paradise Parkway

Parcel # 41-29-060-0039 + 41-32-020-0005

Contact Person: Norm Meacham Phone #: 435-757-6275

E-mail address: nmeacham@bearlake.com

Mailing Address: PO Box 361 Garden City, UT 84028

Applicant (if different): \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Property Owner of Record (if different): The Legends of Bear Lake LLC Phone #: Sam.  
Blue Water Resort, LLC.

Mailing Address: \_\_\_\_\_

Project Start date: 6/2021 Completion date: 6/2023

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

Residential building lots. - Preliminary Plat.

Lot Size in acres or square feet: 1 acre Number of dwellings or lots: 22

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] for the records at Bear Lake, LLC.  
Signature of Owner of Record Blue Water Resort, LLC.

\_\_\_\_\_  
Signature of Owner of Record

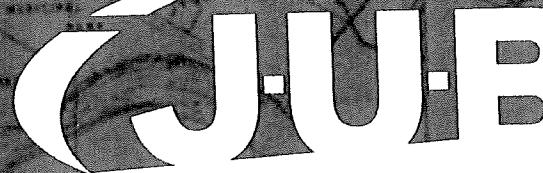
**Email Form**

\_\_\_\_\_  
Signature of Owner of Record

<b>Office Use Only</b>
Date Received: _____
Fee: <u>3,730.00</u>
By: <u>Norm Chapman</u>



HELPING EACH OTHER  
CREATE BETTER COMMUNITIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

## MEMORANDUM

DATE: May 27, 2021  
TO: Town of Garden City Planning Commission  
CC: Riley Argyle  
FROM: Quinn Dance, E.I.T., Zan Murray, S.E.  
SUBJECT: Hawk Rock Preliminary Review

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The first review of the Hawk Rock Preliminary Plat was completed in April. The second plat was received May 24, 2021 for engineering review in preparation for the June Planning Commission meeting. The review items discussed below can be found in Chapter 11E-400 of the Municipal Code. New comments in addition to existing comments are found in **bold**.

### Preliminary Plat

#### Content

1. Provide a legal description.
2. **Provide within the vicinity map, the outline of the subdivision.**

#### Documentation

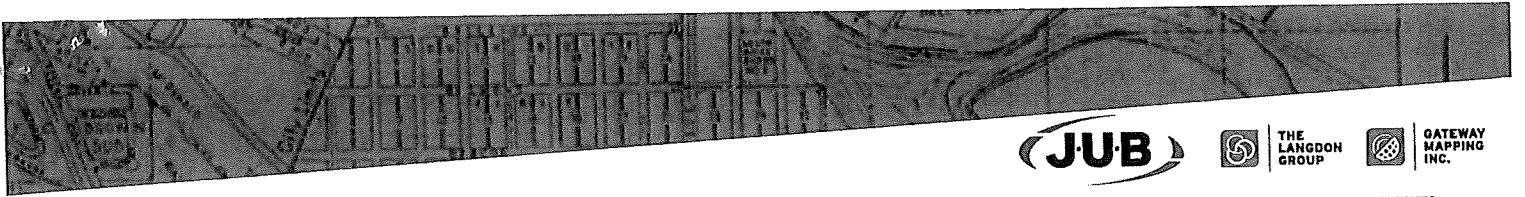
1. Verify that all applicable documentation has been provided with the preliminary plat, i.e. title report, taxes/assessments paid, etc.

#### Existing Conditions

1. ~~Provide the existing zoning.~~
2. ~~Provide floodplain or FEMA information.~~
3. Provide benchmark and basis of bearing information along with legal description information.
4. **Provide additional details, calculations, and design of the storm drain system.**

#### Proposed Plan

1. Describe the development's second egress.



J-U-B FAMILY OF COMPANIES

2. Provide owners dedication information that describes what is dedicated, easements and other details of the development.
- ~~3. Provide setback lines and dimensions.~~
4. Provide public utility easement (PUE) information and details. Provide a line legend to help clarify easements and setbacks.
5. No boundary and tract information are provided. Include alignment information, parcel line information, etc.
6. Modify street cross section to be 66' ROW and include street grades.
7. Additional storm water design information will be required to determine necessary culvert, swale and pond sizing.
- 8. Individual lot access will not be available onto Paradise Parkway. Include a note on the plat.**
- 9. The access road between Lots 1 and 2 will need to align with Sunburst Drive in Long Ridge Phase 4. Coordinate with Long Ridge and indicate their entrance on the Plat.**

#### Miscellaneous

1. Burying the 3-Phase power creates some irregular lot configurations. Has Rocky Mountain Power been contacted on this alignment and easement width?
2. Some lots have significant slope. Show the boundary of areas where slope is buildable or hatch unbuildable areas (slope >25%) to ensure all lots are feasible. **Hatching of the unbuildable areas overlaps labels and text.**
3. **Roads will need to be asphalt. Typical section should be 3"/6"/12" instead of gravel as shown.**

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

## ORDINANCE #21-21

### AN ORDINANCE CHANGING LAND USE DEADLINES FOR APPROVALS

WHEREAS, THE Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, The Garden City Town Council is authorized to govern the health, safety and wellness of the citizens and visitors of the Town of Garden City.

NOW THEREFORE, be it ordained by the Garden City Town Council and the Planning Commission that Ordinances #11E-400 and 11E-500 be changed as follows:

#### **CHAPTER 11E-400 Preliminary Plat.**

##### A. Preliminary Plat Procedure.

Prior to the submission of an application, the applicant may attend a conference with the Commission to discuss the application and procedures. The applicant may also request to be placed on the Commission's agenda to discuss general concepts but no approvals shall be given prior to the submission of an application.

1. Application. Any person desiring to subdivide or re-subdivide land shall submit a completed application and **digital** preliminary plat data as required to the Clerk ~~fourteen (14)~~ **twenty one (21)** days prior to noon, prior to the Planning Commission meeting for which the preliminary plat is to be considered. **The clerk will submit the application and digital copy to the town engineer and attorney for their review. They will have seven (7) days to review and send their comments to the clerk and/or the developer. The developer then can work with their engineer/attorney to make any changes required. They will then bring in their completed plans to the clerk by noon seven (7) days before the meeting.**
2. Acceptance by Clerk. Upon receipt of the completed preliminary plat application and data, the Clerk shall declare the application as complete and affix the date of acceptance thereon. Thereafter, the Clerk shall place said preliminary plat on the Commission agenda for consideration at a regular meeting of the Commission.
3. Review by Departments and Agencies. After receipt of a completed preliminary plat application, the Clerk shall transmit one copy of the application and preliminary plat to other Town departments and to such other government agencies as have jurisdiction over, or interest in, the proposed subdivision for their recommendation and review. If no written recommendation or request for extension of time is received from any such department or agency within fourteen (14) days from date of transmittal, the approval of the preliminary plat by such department or agency will be considered before the final plat is approved. The

departments and agencies to which preliminary plats may be referred **include the Public Works Dept.** ~~include all pertinent applicable Town departments,~~ district health department, Utah Public Utilities Commission, Commissions of other governing bodies having joint jurisdiction, appropriate utility companies, soil conservation district, and such other departments or agencies as the Planning Commission deems necessary in order to carry out the full intent of this Ordinance.

4. Review by Commission. The Commission shall review the preliminary plat application and data as well as the recommendations received from the various departments and agencies to insure that said application and plat are in conformance with all applicable rules and regulations. The Commission Chair shall report, verbal or written, and make recommendations to the Council.

#### 11E-401 Approval of Preliminary Plat

- A. The Planning Commission, Town Council, and other interested departments, agencies or utility operator may review the preliminary plat and visit the site of the proposed subdivision. Following this investigation, the Planning Commission shall recommend the approval or disapproval of the preliminary plat as submitted or modified. The Planning Commission shall not take action to approve or disapprove the plat until written approval is received from each of the interested departments, agencies or utility operator. If no written comments are received within fourteen (14) days the Planning Commission will move forward without comment from the reviewing departments/agencies. If the preliminary plat is approved, the Clerk shall send one copy of the plat signed by the Planning Commission Chair to the Town Council with any conditions attached. The Clerk shall retain one (1) signed copy of the plat for the Town files. If the preliminary plat is recommended to be disapproved, the Planning Commission shall indicate its disapproval by distributing signed copies of the plat bearing the reasons for the recommended disapproval.
- B. Council Action on Preliminary Plat. Submission of a preliminary plat upon review by the Commission to the Council shall be mandatory. The Council shall consider the subdivision application at its next available regular meeting. The subdivider, at his request, shall be entitled to at least one continuance. The Council shall consider the preliminary plat, subdivision application and data, the report and recommendations of the Commission, and shall hear testimony of the subdivider and any witnesses in his behalf, and testimony of representatives of the Commission, and any witnesses including interested citizens. Upon conclusion of its consideration of the preliminary plat, the Council shall approve, conditionally approve, or disapprove the plat and make findings consistent with law and this Ordinance. Upon approval of the preliminary plat by the Council, the subdivider shall prepare required improvement design plans in accordance with this ordinance and additional condition(s) imposed by the Council. The receipt of a signed copy of the approved preliminary plat shall authorize the subdivider to proceed with the preparation of the final plat. Upon approval of the improvement

designs by the City engineer, the subdivider shall commence construction on the required improvements.

#### 11E-402 Preliminary Plat Requirements

##### A. Contents of Preliminary Plat.

1. The preliminary plat, together with all forms required with **the** application, ~~title insurance report~~, deeds, or **other documents showing current ownership**, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall show the following (unless otherwise indicated):
2. Preliminary engineering plans (not meant to be cross sections or detailed designs) for streets, water, sewers, sidewalks and other required public improvements.
3. An electronic copy of the preliminary plat and preliminary engineering plans.
4. Vicinity Map. An 8-1/2" x 11" vicinity map, suitable for public presentation drawn to a scale of 1" = 300' or larger (i.e., 1" = 200', etc.) which includes the proposed development and sufficient area around it to provide adequate orientation and landmark identification for someone unfamiliar with the vicinity. All the following elements are to be included:
  - a. A minimum distance of 600' beyond all boundaries of the proposed development.
  - b. A north point.
  - c. Location and names of all streets and roadways, including the nearest collector or arterial in both north/south and east/west directions.
  - d. Clear identification of the boundary of the proposed development and its proposed roadway alignments labeled with proposed street names.
5. Legal description of the area platted.
6. Lot area of each lot.
7. Description. In a title block located in the lower right hand corner of the sheet shall appear the following:
  - a. The proposed name of the subdivision, which shall not be the same or confusing with the name of any other subdivision in Garden City or Rich County, Utah.
  - b. The location of the subdivision including the address and the section, township and range.
  - c. The names and addresses of the owner of, subdivider if other than the owner, and the engineer or designer of the subdivision.
  - d. Date of preparation, scale (minimum of 1" = 100 ft. in standards subdivisions and 1" = 200 ft. in recreational subdivisions), and north point.

##### B. Documentation. The preliminary plat application shall include copies of the following documents:

1. ~~A current title report shall be provided at the time that the preliminary plat is filed with the Clerk together with a copy of the owner's recorded deed to said~~ **the property being subdivided shall be provided at the time that the application for preliminary plat approval is filed with the Clerk.**
  2. Verification that all outstanding taxes and assessments levied by political subdivisions have been paid on the property included in the application.
  3. Any other information determined by the Town to be necessary for review of the preliminary plat application.
  4. A statement of the intended use of the proposed subdivision.
- C. Existing Conditions. The plat shall show:
1. Existing zoning of the tract.
  2. A list of the owners of the properties within three hundred (300) feet of the exterior boundaries of the proposed project. The owners list shall include the name of all owners, their addresses, and a general description of the property owned by each.
  3. The names and the intersection boundary lines of adjoining subdivisions and parcels of property.
  4. The approximate location of existing buildings with approximate distances shown to proposed property lines, water bodies or courses.
  5. The boundaries of the floodplain and/or floodways shall also be clearly delineated and marked on the preliminary plat.
  6. Approximate location and identification of known (to either the applicant or his representatives or the reviewing agency) potentially dangerous areas, including geologically hazardous areas, areas subject to inundations, or flood hazard, and areas of high groundwater.
  7. The location of the nearest benchmark or monument.
  8. The boundary of the proposed subdivision and the acreage included.
  9. Boundary description and the area of the tract.
  10. All property under the control of the subdivider, even though only a portion is being subdivided. Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdividers' land shall be submitted, and the street system of the part submitted shall be considered in the light of existing master street plans or other Planning Commission studies.
  11. The location, width and names of all existing streets within two hundred (200) feet of the subdivision and of all prior platted streets or other public ways, and utility right-of-ways, parks, and other public open spaces, permanent buildings and structures, houses or permanent easements and section and corporation lines, within adjacent to the tract.
  12. The location of all wells, proposed, active and abandoned, and of all reservoirs within the tract and to a distance of at least one hundred (100) feet beyond the tract boundaries.
  13. Existing sewers, water mains, culverts or other underground facilities

within the tract and to a distance of at least one hundred (100) feet beyond the tract boundaries, indicating pipe sizes, grades, manholes and exact location.

14. The location, size, and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers (a minimum distance of one hundred (100) feet), water mains, and storage facilities, street improvements, street lighting, curbs, and gutters, and all proposed utilities (may be shown only on the engineering plans).
  15. Existing ditches, canals, natural drainage channels and open waterways, and proposed realignments.
  16. The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements relating thereto, whether they are located within or outside of the proposed plat. The approximate location, size and type of all irrigation ditches, channels, pipes, structures within and immediately adjacent, a minimum distance of one hundred (100) feet, to the proposed subdivision (may be shown only on the engineering plans).
  17. Boundary lines of adjacent tracts of un-subdivided land, showing ownership where possible.
  18. Contours at vertical intervals of not more than two (2) feet in standard subdivisions and not more than ten (10) feet in recreational subdivisions. High-water levels of all water courses, if any, shall be indicated in the same datum for contour elevations.
- D. Proposed Plan. The subdivision plan shall show:
1. The layout of streets, showing location, widths and other dimensions of (designated by actual or proposed names and numbers) proposed streets, crosswalks, alleys and easements.
  2. A minimum of two (2) entrances/exits required for each subdivision. All roadways shall have recorded easements. (Roadways shall be designed to incorporate the overall roadway plan for Garden City)
  3. The layout, numbers and typical dimensions of lots.
  4. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
  5. The location, approximate size, and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
  6. Building setback lines - including showing dimensions where required by the Planning Commission.
  7. Easements for water, sewers, drainage, utility lines and other purposes, if required by the Planning Commission.

8. The boundaries of record of the tract, area of the tract, the proposed location, approximate grade, right-of-way width and pavement width of streets and alleys, locations of sidewalks; the proposed location and width of easements and setback lines, proposed lot lines, the radii of all curves, lot size and approximate lot dimensions.
9. A contour map of the subdivision with contour lines and a maximum interval of five feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City engineer,
10. Typical street cross-sections and grade of streets where required by the Planning Commission.
11. A tentative plan or method by which the subdivider proposes to handle storm water drainage for the subdivision.
12. The direction of drainage, flow, and approximate grade of all streets (may be shown only on the engineering plans).
13. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.
14. A plan that ensures that open space areas are adequately maintained.
15. For multi-phase developments, the proposed boundaries of each phase and the sequence of phases to be developed. The phasing sequence used should utilize consistent lot and block numbering patterns.
16. If a development is constructed in phases, each phase shall have not less than a pro-rata share of the amenities proposed for the entire project. Initial phases of a development shall include not less than a pro-rata share of the entire development's proposed amenities, with initial phases having priority to such pro-rata share for amenities than subsequent for later phases of the development.
17. Corner lots shall contain a building envelope outside of a seventy-five (75') foot radius from the intersection of the streets.

#### 11E-403 Improvements

- A. The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat unless the conditions of Section C. Guarantee of Completion of Improvements are met.
- B. Departmental Standards. Standards for design, construction, specifications and inspection of street improvements, curbs, gutters, sidewalks, standards for water distribution, sewage disposal facilities by the Bear River Health Department or

the Bear Lake Special Service District, storm drainage, and fire hydrants, all shall be stipulated by ordinance. All subdividers shall comply with the standard established by such departments and agencies.

- C. Design Standards. The design of the preliminary and final plats of the subdivision in relation to streets, blocks, lots, open spaces and other design factors shall be in harmony with design standards recommended by the Planning Commission and by other departments and agencies. Design standards shall be approved by the Planning Commission as outlined in this ordinance herewith.

#### **CHAPTER 11E-500 Final Plat.**

11E-501 Final Plat After approval of the preliminary plat, the subdivider shall cause the subdivision to be surveyed and a final plat to be prepared in conformance with the preliminary plat as approved, and the Utah Code. Upon completion of said final plat, the subdivider shall file same and all other documents required, with the Clerk. Then the Clerk shall place said final plat upon the Commission's next available regular meeting agenda. In the event that the Commission finds that the final plat does not substantially conform to the approved preliminary plat, the Commission shall consider said plat a revised preliminary plat and schedule an additional public hearing and review. **Once the Commission has approved the final plat,** The subdivider shall submit the final plat and plan specifications of all required improvements together with a current title report showing proof of ownership in the land to be subdivided. ~~When submitted to the Clerk, the final plat shall bear all required certificates, acknowledgments and signatures.~~ Upon receipt **by the Clerk** of a final plat in compliance with all requirements and all conditions placed upon the preliminary plat, the Clerk will place the Final Plat on the next Council available regular meeting agenda. Based on the recommendation of the Planning Commission the Council shall approve or disapprove the final plat. If the Final Plat is approved the Mayor shall affix the date of acceptance and his signature thereon. Unapproved Final Plats are remanded back to the Commission for their action with the applicant.

**Once the Final Plat is approved by the Council, the subdivider shall provide to the Clerk, a mylar copy of the approved Final Plat bearing all required certificates, acknowledgments and signatures and a current title report showing ownership of the property being dedicated to the City. The Mayor shall affix the date of acceptance and his signature thereon indicating final approval of said Final Plat.** Unapproved Final Plats are remanded back to the Commission for their action with the applicant.

11E – 502 Acceptances of Dedications Approval of the final plat by the Council shall constitute acceptance of all dedications for public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown thereon. As a condition precedent to the acceptance of any streets or required improvements, the Council shall require that the subdivider install said improvements in accordance with the construction standards, and that condition shall be noted on the final plat.

11E – 503 Time Limitations The failure to obtain final plat approval by the Council of an approved preliminary plat within twelve months after approval by the Council shall cause all approvals of said preliminary plat to be null and void unless the subdivider applies for, and is granted, a written extension by the Council. The final plat shall be filed with the Rich County recorder within six months after final plat approval by the Council. Failure to file said final plat within that time shall cause all approvals of said final plat to be null and void. No lots shall be sold and no building permit shall be issued with regard to any parcel of land within a proposed subdivision until the final plat has been recorded.

11E -504 Contents of Final Plat;

A. Description and Delineation.

The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of twenty-four (24) inch by thirty-six (36) inch paper with no part of the drawing nearer to the edge than one-half inch, and shall be in conformance with the provisions of Utah Code. The reverse side of said sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information.

Following approval of the final plat, the developer must have the final plat prepared and signed with ink by a land surveyor currently licensed in the State of Utah on a sheet of approved tracing linen or matte Mylar 24" X 36" scaled 1" - 100'; the top of the final plat shall be either north or east, whichever accommodates the drawing best; a copy of the submitted plats for subdivisions must be provided on 18" X 18" Mylar, scaled 1" = 100' for plats containing one or more lots of less than 2 acres; and 1" = 200' for plats containing one or more lots of 2 to 5 acres; and 1" = 400' for plats containing all lots of greater than 5 acres. (All submitted 18" X 18" plats must conform to standard drawing 11E-504.) The plat shall contain all information required on the preliminary plat except contours and shall comply with Garden City Ordinance 11E-504 as stipulated by the Town Council. The completed Mylar shall also require the following:

1. Review by the Mayor and the Planning Commission Chair prior to recording.
2. Following the final review the prepared plat will be signed by the required entities and will be recorded at the Rich County Recorder's Office.

B. The plat shall contain all information required on the preliminary plat except contours and shall comply with the following:

1. The name of the subdivision which name has been reviewed and approved by the Rich County Clerk.
2. Names and locations of all adjoining subdivisions.
3. Tract boundary lines, property lines, lot lines, street right-of-way and center lines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway, all with bearings, accurate dimensions in feet

and decimals thereof, in degrees and minutes and radii, arcs, central angles, tangents, and chord lengths of all curves to the above accuracy.

4. An identification system for all lots and blocks and name and right-of-way width of each street and other public rights-of-way. Lot lines shall show dimensions in feet and decimals thereof. Total area of each lot will also be shown to the nearest square feet for lots under one acre and to the nearest one tenth of an acre for lots over one (1) acre.
  5. Location, width, names of all existing or dedicated streets, and other public ways within or adjacent to the proposed subdivision.
  6. Addresses shall be provided for each lot on the final plat, calculated per the Rich County Addressing System. The lots shall be numbered consecutively throughout each block.
  7. True angles and distances to the nearest established street lines or official monuments shall be accurately described in the plat and shown by appropriate symbol.
  8. Radii, internal angles, points of curvature, points of tangency, length of long chords, tangent lengths, and lengths of all arcs shall be shown.
  9. The accurate location of all monuments and fire hydrants to be installed shown by the appropriate symbol. All United States, state, county or other official bench marks, monuments or triangulation stations in or adjacent to the property, shall be preserved in precise position.
  10. The dedication to the Town all streets and highways included in the proposed subdivision which are identified by the Planning Commission to be dedicated. Street monuments shall be installed by the subdivider's engineer or land surveyor at such points designated on the final map as are approved by the Town engineer.
  11. Pipes or other such physical markers as shall be placed at each lot corner.
  12. The outline of any property other than a street, alley, or easement which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the Town of Garden City for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
  13. Where it is proposed that streets be constructed on property controlled by a public agent or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in an approved form.
  14. The plat shall be accompanied by a letter from the Rich County Treasurer indicating the proper taxes are paid and current.
  15. Location, dimension, and purpose of all easements, public or private.
  16. Point of beginning of subdivision description tied to at least two governmental survey corners/bench marks.
  17. Scale, north arrow and date.
- C. The final plat shall require the following certifications, legal reviews, and approvals:

1. Certification and signature of reviewing surveyor verifying that the subdivision meets all Town requirements. Certificate by registered surveyor preparing the map certifying to the accuracy of surveying plat,
2. The owner's "Certificate of Dedication".
3. A notary public's "Acknowledgment".
4. The Utah State Board of Health's "Certificate of Approval", or Bear Lake Special District "Certificate of Approval".
5. Certification and signature of the Town engineer verifying that the subdivision and design standards meet all Town requirements.
6. The Town Attorney's "Certificate of Approval".
7. Certification and signature of the Clerk of the Town of Garden City attesting that the subdivision has been approved by the Council.
8. Certification of owner(s) of record, and all holders of security interest(s) of record with regard to said property.
9. A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowner's association governing the subdivision are recorded.
10. Notation of any additional restrictions imposed by the Council or the Fire District Fire Chief on the development of said subdivision to provide for the public health, safety, and welfare.
11. A current title report of all property contained within the plat **upon approval of the Final Plat by the Council and Prior to the Mayor's final signing of the official mylar of the Final Plat.** The title ~~which~~ **report** shall include the name of the subdivision, the name of the Town, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, and range.
12. Certification that all water rights have been transferred to the Town of Garden City.
13. A one-and-one-half by five-inch space in the lower right-hand corner of the drawing for official agency use.
14. Twelve copies of the final plat shall be filed with the Clerk prior to being placed upon the Commission's agenda. Three copies shall be 24" x 36". The remaining copies may be 18" x 18". One copy of the final plat as approved by the Council and signed by the Mayor shall be filed with the Clerk and retained by the Town. An additional copy of the final plat as approved by the County and signed by the Mayor will be filed with the Rich County Recorder.
15. ~~Two electronic copies~~ **An electronic copy** of the final plat shall be provided to the Clerk in PDF Format.
16. A copy of the provisions of the articles of incorporation and by-laws of homeowner's association and/or condominium declarations to be filed with the final plat of the subdivision.

PASSED AND ADOPTED by the Garden City Town Council, Garden City, UT this 10<sup>th</sup> day of June, 2021.

APPROVED:

ATTEST:

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Mike Leonhardt, Mayor

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Kathy Hislop, Town Clerk

Voting:	Aye	Nay
Argyle	—	—
Hansen	—	—
Parry	—	—
Pope	—	—
Leonhardt, Mayor	—	—

**Garden City**  
**Budgeting Worksheet**  
**10 General Fund - 07/01/2021 to 06/30/2022**  
**100.00% of the fiscal year has expired**

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Revenue:</b>								
Taxes								
3110 Property taxes	202,044	209,015	213,350	200,000	0	206,000	0	
3130 Sales and use tax	242,365	260,199	301,197	185,190	0	235,190	0	
3137 TRT Grant	0	95,000	748	0	0	0	0	
3155 Resort tax	377,440	390,171	480,705	325,000	0	375,000	0	
3156 Resort-PPAL Tax	149,704	176,653	217,879	130,000	0	130,000	0	
3170 Transportation Tax	20,981	23,614	27,387	15,000	0	15,000	0	
3180 TRT Tax	0	24,319	165,769	20,000	0	20,000	0	
<b>Total Taxes</b>	<b>992,534</b>	<b>1,178,971</b>	<b>1,407,035</b>	<b>875,190</b>	<b>0</b>	<b>981,190</b>	<b>0</b>	
Licenses and permits								
3210 Business licenses	14,625	20,019	13,825	10,000	0	10,000	0	
3215 Short-term rental license	36,835	39,580	57,676	30,000	0	30,000	0	
3221 Building permits	127,460	96,367	326,729	70,000	0	70,000	0	
3229 Land use permits	12,627	12,039	35,847	10,000	0	10,000	0	
<b>Total Licenses and permits</b>	<b>191,547</b>	<b>168,005</b>	<b>434,077</b>	<b>120,000</b>	<b>0</b>	<b>120,000</b>	<b>0</b>	
Intergovernmental revenue								
3343.3 State grant	(360,459)	0	0	0	0	0	0	
3356 Class C road allotment	55,715	59,577	47,485	50,000	0	50,000	0	
3371 Local grants	50,000	24,252	139,502	50,000	0	50,000	0	
<b>Total Intergovernmental revenue</b>	<b>(254,744)</b>	<b>83,829</b>	<b>186,987</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	
Charges for services								
3471 Raspberry Days festival	51,250	68,929	65,411	35,000	0	35,000	0	
3475 Pool	19,664	11,165	9,679	15,000	0	15,000	0	
3477 Special Event Permits	0	900	800	0	0	0	0	
<b>Total Charges for services</b>	<b>70,914</b>	<b>80,994</b>	<b>75,890</b>	<b>50,000</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	
Miscellaneous revenue								
3610 Interest revenue	62,521	38,633	9,608	25,000	0	25,000	0	
3610.3 Road impact fee interest	12,395	12,124	2,444	5,000	0	5,000	0	
3610.7 Park impact fee interest	710	114	33	50	0	50	0	
3620 Facility Rentals	7,836	2,696	2,032	2,500	0	2,500	0	
3630 rents, monthly	21,783	19,874	18,910	14,000	0	14,000	0	
3640 Sales of capital assets	55,000	0	289,428	0	0	0	0	
3690 Miscellaneous revenue	116,657	19,648	90,052	25,000	0	25,000	0	
3801.3 Road impact fee	129,162	111,010	242,350	50,000	0	50,000	0	
3801.7 Park impact fee	7,975	4,573	15,728	2,000	0	2,000	0	
3802.2 Library-General Revenue	2,753	2,099	1,859	2,000	0	2,000	0	
3802.4 Library-Book/Video Sales	573	331	651	500	0	500	0	
3802.7 Library-donations	17,875	0	2,315	0	0	0	0	
3802.8 Library-Fund Raisers	2	20	130	0	0	0	0	
3802.9 Library - Part-Time Senior Help	417	2,500	242	2,500	0	2,500	0	
3810.110 Code Enforcement Revenue	2,755	12,385	1,960	2,000	0	2,000	0	
<b>Total Miscellaneous revenue</b>	<b>438,414</b>	<b>226,007</b>	<b>677,742</b>	<b>130,550</b>	<b>0</b>	<b>130,550</b>	<b>0</b>	
<b>Contributions and transfers</b>								

**Garden City**

**Budgeting Worksheet**

10 General Fund - 07/01/2021 to 06/30/2022

100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
3880 Road balance appropriated	0	0	0	350,000	0	350,000	0	
3890 Fund balance appropriated	0	0	0	289,810	0	289,810	0	
<b>Total Contributions and transfers</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>639,810</b>	<b>0</b>	<b>639,810</b>	<b>0</b>	
<b>Total Revenue:</b>	<b>1,438,665</b>	<b>1,737,806</b>	<b>2,781,731</b>	<b>1,915,550</b>	<b>0</b>	<b>2,021,550</b>	<b>0</b>	
<b>Expenditures:</b>								
<b>General government</b>								
<b>Administrative</b>								
4111.110 Council wages	24,004	23,335	23,526	25,000	0	25,000	0	
4111.130 Council benefits	1,678	1,702	1,418	2,000	0	2,000	0	
4141.110 Administrative wages	47,216	54,365	68,242	75,000	0	54,000	0	
4141.115 Admin - Planner	0	0	0	1,000	0	0	0	
4141.120 Admin Retirement & Aflac	0	0	10,488	11,146	0	0	0	
4141.130 Administrative benefits	38,913	26,487	17,052	22,000	0	32,000	0	
4141.230 Admin travel, conf. and training	11,036	8,019	1,587	8,000	0	12,000	0	
4141.240 Admin office supplies expense	12,847	10,444	11,960	14,000	0	14,000	0	
4141.250 Admin postage	3,332	1,705	1,641	4,000	0	4,000	0	
4141.310 Admin professional services	12,083	37,133	27,196	35,000	0	35,000	0	
4141.312 Admin Attorney	6,578	6,637	1,237	3,000	0	8,000	0	
4141.314 Admin Engineer	22,978	26,608	5,945	9,000	0	24,000	0	
4141.315 Admin Fire Inspections	14,748	16,074	26,594	27,000	0	17,000	0	
4141.319 Admin Board of Adjustments	284	141	376	1,000	0	1,000	0	
4141.510 Admin insurance, prop & liability	20,734	17,828	17,379	19,768	0	24,000	0	
4141.515 Admin Unemployment Insurance	2,327	1,931	1,978	3,000	0	3,000	0	
4141.610 Admin miscellaneous	25,777	18,511	32,477	35,000	0	17,000	0	
4141.620 Admin Bank Fees	21,273	11,415	11,328	12,000	0	10,000	0	
4141.730 Admin capital outlay	0	341,156	0	0	0	0	0	
4141.800 Admin-Economic Development/Advertising	2,500	1,132	0	3,000	0	3,000	0	
4142.110 Bldg Inspector wages	19,270	21,944	22,339	28,000	0	28,000	0	
4142.111 Bldg inspect support & part-time	17,973	20,728	24,144	26,000	0	21,000	0	
4142.130 Bldg. Inspector Benefits	4,690	5,378	5,502	7,000	0	6,000	0	
4142.131 Bldg inspect support & part-time benefits	4,681	5,422	6,325	6,250	0	6,250	0	
4142.250 Building Inspector Expenses	2,827	3,323	2,554	4,000	0	4,000	0	
4142.255 Building Inspector Travel/Training	168	994	0	2,500	0	1,500	0	
4142.260 Bldg Insp. Surcharges (State)	942	882	0	1,500	0	1,500	0	
4142.290 Bldg Inspector Fuel	796	323	239	800	0	800	0	
4142.295 Bldg Inspector Vehicle Maintenance	237	95	0	200	0	200	0	
4142.314 Bldg Inspector Contract Wages	52,652	61,717	46,995	50,000	0	60,000	0	
4142.320 Building Inspection Fees/WC3	865	5,935	5,601	10,000	0	10,000	0	
4170.240 Elections	0	0	0	700	0	0	0	
4210.110 Grant Projects	0	20,024	0	0	0	10,000	0	
4210.800 Admin Donations	0	0	0	0	0	700	0	
<b>Total Administrative</b>	<b>373,409</b>	<b>751,388</b>	<b>374,123</b>	<b>446,864</b>	<b>0</b>	<b>434,950</b>	<b>0</b>	
<b>Buildings and grounds</b>								
4160.270 Bldgs & grnds maintenance & materials	32,302	13,223	22,992	27,000	0	20,000	0	
4160.280 Bldgs & grnds utilities	38,665	31,812	29,628	34,000	0	34,000	0	
4160.740 Bldg & grnds capital outlay	0	59,294	8,108	8,500	0	0	0	

**Garden City**  
**Budgeting Worksheet**  
**10 General Fund - 07/01/2021 to 06/30/2022**  
**100.00% of the fiscal year has expired**

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
4160.810 Bldgs & grnds building note principal	19,653	44,469	20,977	21,000	0	21,000	0	
4160.820 Bldgs & grnds building note interest	11,041	13,726	12,404	12,500	0	12,000	0	
<b>Total Buildings and grounds</b>	<b>101,661</b>	<b>162,524</b>	<b>94,109</b>	<b>103,000</b>	<b>0</b>	<b>87,000</b>	<b>0</b>	
<b>Planning and zoning</b>								
4141.320 Admin Planning Commission	5,725	4,196	5,094	5,500	0	4,500	0	
<b>Total Planning and zoning</b>	<b>5,725</b>	<b>4,196</b>	<b>5,094</b>	<b>5,500</b>	<b>0</b>	<b>4,500</b>	<b>0</b>	
<b>Total General government</b>	<b>480,795</b>	<b>918,108</b>	<b>473,326</b>	<b>555,364</b>	<b>0</b>	<b>526,450</b>	<b>0</b>	
<b>Public safety</b>								
4230.110 Code Enforcement Wages	19,595	22,290	22,800	25,000	0	23,000	0	
4230.120 Code Enforcement Benefits	4,715	5,174	5,111	5,500	0	5,000	0	
4230.130 Code Enforcement Expenditures	4,697	3,088	3,592	5,500	0	3,000	0	
<b>Total Public safety</b>	<b>29,007</b>	<b>30,552</b>	<b>31,503</b>	<b>36,000</b>	<b>0</b>	<b>31,000</b>	<b>0</b>	
<b>Highways and public works</b>								
<b>Highways</b>								
4410.110 Public works wages	134,945	143,151	117,455	145,000	0	145,000	0	
4410.130 Public works benefits	30,197	29,941	28,170	31,000	0	31,000	0	
4410.250 Public works equipment maintenance & mate	5,768	4,052	21,957	30,000	0	5,000	0	
4410.255 Public works fuel	7,554	5,786	5,756	7,000	0	7,000	0	
4410.300 Public Works Miscellaneous	225	0	1,017	1,800	0	500	0	
4410.450 Public works street maintenance	233,428	327,581	158,580	237,786	0	487,000	0	
4410.455 Public works snow removal	13,790	30,354	5,005	6,000	0	30,000	0	
4410.457 Public works bike path & sidewalks	0	6,914	22,140	40,000	0	40,000	0	
4410.470 Public works rent of equipment	13,414	6,364	27,409	28,000	0	14,000	0	
4410.740 Public works equipment purchase	76,848	8,550	79,471	80,000	0	30,000	0	
<b>Total Highways</b>	<b>516,169</b>	<b>562,693</b>	<b>466,960</b>	<b>606,586</b>	<b>0</b>	<b>789,500</b>	<b>0</b>	
<b>Sanitation</b>								
4570.110 Sanitation	15,625	16,596	10,160	18,000	0	18,000	0	
<b>Total Sanitation</b>	<b>15,625</b>	<b>16,596</b>	<b>10,160</b>	<b>18,000</b>	<b>0</b>	<b>18,000</b>	<b>0</b>	
<b>Total Highways and public works</b>	<b>531,794</b>	<b>579,289</b>	<b>477,120</b>	<b>624,586</b>	<b>0</b>	<b>807,500</b>	<b>0</b>	
<b>Culture and recreation</b>								
<b>Parks</b>								
4510.250 Parks maintenance and supplies	47,081	75,043	126,482	134,500	0	60,000	0	
4510.740 Parks Capital outlay	199,710	192,940	52,519	322,500	0	390,000	0	
<b>Total Parks</b>	<b>246,791</b>	<b>267,983</b>	<b>179,001</b>	<b>457,000</b>	<b>0</b>	<b>450,000</b>	<b>0</b>	
<b>Recreation</b>								
4560.525 Special Events - Christmas	3,519	2,975	12,958	17,000	0	4,800	0	
4560.526 Special Events - Entertainment	0	0	14,000	16,000	0	0	0	
4560.550 Special Events - Easter	703	565	1,434	1,500	0	800	0	
4560.615 Raspberry Days	33,065	45,445	35,203	45,000	0	45,000	0	
4560.700 Beautification	38	196	0	2,000	0	2,000	0	
4590.110 Arts	0	0	0	600	0	600	0	
4590.115 Recreation	2,100	4,251	2,400	3,600	0	3,600	0	
<b>Total Recreation</b>	<b>39,425</b>	<b>53,432</b>	<b>65,995</b>	<b>85,700</b>	<b>0</b>	<b>56,800</b>	<b>0</b>	
<b>Library</b>								

**Garden City**  
**Budgeting Worksheet**  
**10 General Fund - 07/01/2021 to 06/30/2022**  
**100.00% of the fiscal year has expired**

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
4580.110 Library Director Salaries & Wages	16,370	15,072	26,937	29,000	0	18,300	0	
4580.120 Library Help Salaries & Wages	3,162	4,629	4,904	6,000	0	4,800	0	
4580.130 Library Benefits	5,122	3,344	3,106	4,800	0	4,800	0	
4580.150 Library - Grant Matching Funds	7,634	200	322	0	0	0	0	
4580.250 Library Operations-advertising	793	0	210	2,000	0	800	0	
4580.251 Library Operations-postage/po box	302	467	122	135	0	135	0	
4580.252 Library Operations-supplies.misc	1,765	933	489	1,700	0	1,700	0	
4580.253 Library Operations-telecommunications	1,209	1,227	937	1,800	0	1,800	0	
4580.254 Library Operations-travel & dues	578	75	0	600	0	600	0	
4580.255 Library Operations-special projects & progra	1,089	853	3,462	10,750	0	16,750	0	
4580.350 Library Technology-website	0	0	0	250	0	250	0	
4580.351 Library-Technology-relicensing	1,362	1,482	1,408	1,865	0	1,865	0	
4580.352 Library-Technology-Equipment/operating sup	2,545	236	(71)	4,100	0	4,100	0	
4580.353 Library Technology-prof & tec services	414	0	0	2,500	0	2,500	0	
4580.450 Library Collections-Books	3,945	3,996	3,574	4,000	0	4,000	0	
<b>Total Library</b>	<b>46,290</b>	<b>32,514</b>	<b>45,400</b>	<b>69,500</b>	<b>0</b>	<b>62,400</b>	<b>0</b>	
<b>Pool</b>	<b>53,793</b>	<b>43,422</b>	<b>42,693</b>	<b>46,000</b>	<b>0</b>	<b>42,000</b>	<b>0</b>	
4610.230 Pool Wages	7,875	6,857	7,186	8,000	0	7,000	0	
4610.240 Pool Benefits	21,814	38,566	27,279	29,000	0	34,000	0	
4610.250 Pool Expenses	83,482	88,845	77,158	83,000	0	83,000	0	
<b>Total Pool</b>	<b>415,988</b>	<b>442,774</b>	<b>367,554</b>	<b>695,200</b>	<b>0</b>	<b>652,200</b>	<b>0</b>	
<b>Total Culture and recreation</b>	<b>4,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Transfers	4,397	4,397	0	4,400	0	4,400	0	
4897 Trans to Beach Access	6,500	0	0	0	0	0	0	
4898 Pmt to SID	14,897	4,397	0	4,400	0	4,400	0	
4899 Transfer to SID Fund	1,472,481	1,975,120	1,349,503	1,915,550	0	2,021,550	0	
<b>Total Transfers:</b>	<b>(33,816)</b>	<b>(237,314)</b>	<b>1,432,228</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Change In Net Position</b>								

**Garden City**  
 Budgeting Worksheet  
 21 RDA Fund - 07/01/2021 to 06/30/2022  
 100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
Revenue:								
Taxes								
3110 Tax increment	97,707	102,352	98,095	0	0	5,000	0	
<b>Total Taxes</b>	<b>97,707</b>	<b>102,352</b>	<b>98,095</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>0</b>	
Interest								
3610 Interest revenue	1,718	1,490	175	0	0	100	0	
<b>Total Interest</b>	<b>1,718</b>	<b>1,490</b>	<b>175</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>0</b>	
Contributions and transfers								
2985 Fund Balance Appropriation	155	0	0	0	0	0	0	
<b>Total Contributions and transfers</b>	<b>155</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Revenue:</b>	<b>99,580</b>	<b>103,842</b>	<b>98,270</b>	<b>0</b>	<b>0</b>	<b>5,100</b>	<b>0</b>	
Expenditures:								
General government								
Administrative	400	14,941	600	0	0	100	0	
4141.310 RDA Professional services	4,300	4,500	4,900	0	0	4,900	0	
4141.610 Administrative costs RDA	0	75,000	0	0	0	100,000	0	
4141.740 RDA Capital Outlay	4,700	94,441	5,500	0	0	105,000	0	
<b>Total Administrative</b>	<b>4,700</b>	<b>94,441</b>	<b>5,500</b>	<b>0</b>	<b>0</b>	<b>105,000</b>	<b>0</b>	
<b>Total General government</b>	<b>4,700</b>	<b>94,441</b>	<b>5,500</b>	<b>0</b>	<b>0</b>	<b>105,000</b>	<b>0</b>	
<b>Total Expenditures:</b>	<b>94,880</b>	<b>94,441</b>	<b>92,770</b>	<b>0</b>	<b>0</b>	<b>105,000</b>	<b>0</b>	
<b>Total Change In Net Position</b>		<b>9,401</b>		<b>0</b>	<b>0</b>	<b>(99,900)</b>	<b>0</b>	

**Garden City**  
**Budgeting Worksheet**  
**30 Debt Service Fund SID - 07/01/2021 to 06/30/2022**  
**100.00% of the fiscal year has expired**

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Revenue:</b>								
Charges for services	13,356	11,032	(726)	20,000	0	500	0	
3431 SID assessments received	13,356	11,032	(726)	20,000	0	500	0	
<b>Total Charges for services</b>								
Interest	2,431	1,995	1,233	5,500	0	0	0	
3610 Interest revenue	2,431	1,995	1,233	5,500	0	0	0	
<b>Total Interest</b>								
Miscellaneous revenue	18	0	39	0	0	0	0	
3690 Miscellaneous revenues	18	0	39	0	0	0	0	
<b>Total Miscellaneous revenue</b>								
Contributions and transfers	6,500	0	0	0	0	0	0	
3810 Transfers from general fund	6,500	0	0	0	0	0	0	
<b>Total Contributions and transfers</b>								
<b>Total Revenue:</b>	<b>22,305</b>	<b>13,027</b>	<b>546</b>	<b>25,500</b>	<b>0</b>	<b>500</b>	<b>0</b>	
<b>Expenditures:</b>								
Highways and public works	23,898	5,837	4,389	20,000	0	4,000	0	
4410.810 2006 SID principal	1,590	552	0	5,400	0	0	0	
4410.820 2006 SID interest	51	38	0	100	0	0	0	
4410.830 Paying agent fees	25,539	6,427	4,389	25,500	0	4,000	0	
<b>Total Highways and public works</b>	<b>25,539</b>	<b>6,427</b>	<b>4,389</b>	<b>25,500</b>	<b>0</b>	<b>4,000</b>	<b>0</b>	
<b>Total Expenditures:</b>	<b>(3,234)</b>	<b>6,600</b>	<b>(3,843)</b>	<b>0</b>	<b>0</b>	<b>(3,500)</b>	<b>0</b>	
<b>Total Change in Net Position</b>								

**Garden City**  
**Budgeting Worksheet**  
**41 Capital Projects - 07/01/2021 to 06/30/2022**  
**100.00% of the fiscal year has expired**

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Revenue:</b>								
Contributions and transfers	0	0	0	10,000	0	10,000	0	
3810 Transfer from General Fund	0	0	0	10,000	0	10,000	0	
<b>Total Contributions and transfers</b>	0	0	0	10,000	0	10,000	0	
<b>Total Revenue:</b>	0	0	0	10,000	0	10,000	0	
<b>Total Change In Net Position</b>	0	0	0	10,000	0	10,000	0	

**Garden City**  
 Budgeting Worksheet  
 51 Water Fund - 07/01/2021 to 06/30/2022  
 100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Income or Expense</b>								
<b>Income From Operations:</b>								
<b>Operating income</b>								
5140 Water income	1,124,772	1,189,489	1,116,364	1,000,000	0	1,000,000	0	
5141 Water income - City	0	1,185	12,532	0	0	0	0	
5310 Connection fees	4,350	2,550	27,430	4,000	0	4,000	0	
5490 Other operating income - Miscellaneous	7,464	19,147	53,564	13,000	0	13,000	0	
<b>Total Operating income</b>	<b>1,136,586</b>	<b>1,212,371</b>	<b>1,209,890</b>	<b>1,017,000</b>	<b>0</b>	<b>1,017,000</b>	<b>0</b>	
<b>Operating expense</b>								
6300.110 Water wages	101,763	128,509	160,237	168,000	0	122,000	0	
6300.130 Water employee benefits	52,946	48,496	41,056	48,000	0	48,000	0	
6300.240 Office supplies-water	16,027	13,391	17,465	19,000	0	15,000	0	
6300.245 Postage	6,203	6,319	1,641	3,000	0	7,000	0	
6300.250 Maintenance of water system	7,993	34,306	18,167	36,000	0	36,000	0	
6300.252 Water-travel, conference & training	2,809	2,796	5,687	6,000	0	5,000	0	
6300.255 Fuel expense-water	7,693	7,035	6,510	8,000	0	8,000	0	
6300.256 Vehicle Expense - Water	6,119	16,856	123,734	130,000	0	46,000	0	
6300.260 Public Works Building	31	5,946	0	8,000	0	8,000	0	
6300.280 Utilities-water	28,512	38,187	35,469	40,000	0	40,000	0	
6300.310 Professional services	21,156	20,210	21,882	26,000	0	23,000	0	
6300.312 Ent. Attorney	887	0	0	10,000	0	10,000	0	
6300.314 Ent. Engineer	185,532	89,403	21,005	110,000	0	110,000	0	
6300.350 GIS Expense	0	0	0	2,000	0	2,000	0	
6300.455 Materials and Supplies	52,037	60,797	80,857	95,000	0	60,000	0	
6300.456 Blue Stakes	748	638	417	1,000	0	1,000	0	
6300.460 Contracted services	3,035	540	5,117	6,500	0	4,000	0	
6300.470 Rental of equipment	10,823	7,935	25,000	27,000	0	15,000	0	
6300.480 Tools	2,477	2,117	657	4,000	0	4,000	0	
6300.490 Safety	2,720	3,107	1,098	4,000	0	4,000	0	
6300.510 Insurance	19,184	20,849	19,930	24,000	0	24,000	0	
6300.610 Miscellaneous expense	13,236	5,783	3,315	13,000	0	13,000	0	
6300.690 Depreciation expense	262,755	250,612	0	135,000	0	135,000	0	
6300.695 Bank Fees	6,782	7,762	8,400	10,000	0	9,000	0	
6300.710 Ent. Capital Projects	0	0	11,900	82,000	0	146,000	0	
6300.750 Treatment Plant	20,755	25,648	68,167	85,000	0	12,000	0	
6300.760 Treatment Plant - Utilities	46,977	32,249	31,556	40,000	0	40,000	0	
<b>Total Operating expense</b>	<b>879,200</b>	<b>829,491</b>	<b>709,267</b>	<b>1,140,500</b>	<b>0</b>	<b>947,000</b>	<b>0</b>	
<b>Total Income From Operations:</b>	<b>257,386</b>	<b>382,880</b>	<b>500,623</b>	<b>(123,500)</b>	<b>0</b>	<b>70,000</b>	<b>0</b>	
<b>Non-Operating Items:</b>								
<b>Non-operating income</b>								
5520 Impact fee-water	206,772	180,903	347,695	150,000	0	150,000	0	
5530 Grants and Loans, deposit from state	(20)	320,399	151,009	0	0	0	0	
5610 Interest income	34,208	19,916	4,739	20,000	0	20,000	0	
5611 Impact fee interest-water	15,980	16,743	3,955	5,000	0	5,000	0	
5630 Gain (loss) on asset retirement	55,000	0	0	0	0	0	0	
5800 Fund Balance Appropriation - PTIF	0	0	0	248,000	0	248,000	0	

**Garden City**

Budgeting Worksheet

51 Water Fund - 07/01/2021 to 06/30/2022  
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Total Non-operating income</b>	311,940	537,961	507,398	423,000	0	423,000	0	
<b>Non-operating expense</b>	0	0	0	100,000	0	100,000	0	
5830 Trans to Capital Equipment PTIF	136,559	176,432	139,876	170,000	0	118,000	0	
6300.820 Interest on long-term debt	0	0	0	275,000	0	275,000	0	
6300.825 Principle on long-term debt	136,559	176,432	139,876	545,000	0	493,000	0	
<b>Total Non-operating expense</b>	175,381	361,529	367,522	(122,000)	0	(70,000)	0	
<b>Total Non-Operating Items:</b>	432,767	744,409	868,145	(245,500)	0	0	0	
<b>Total Income or Expense</b>								

**Garden City**  
 Budgeting Worksheet  
 61 Beach Access - 07/01/2021 to 06/30/2022  
 100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Revenue:</b>								
Charges for services	500	700	100	0	0	0	0	
3470 Beach access revenue	500	700	100	0	0	0	0	
<b>Total Charges for services</b>								
Contributions and transfers	4,000	0	0	2,500	0	2,500	0	
4560.310 Transfer from General Fund	4,000	0	0	2,500	0	2,500	0	
<b>Total Contributions and transfers</b>								
<b>Total Revenue:</b>	<b>4,500</b>	<b>700</b>	<b>100</b>	<b>2,500</b>	<b>0</b>	<b>2,500</b>	<b>0</b>	
<b>Expenditures:</b>								
Culture and recreation								
Recreation	477	0	0	200	0	200	0	
4560.111 Beach access wages	0	0	0	50	0	50	0	
4560.131 Beach access benefits	2,843	450	125	1,250	0	1,250	0	
4560.250 Beach Access Expenses	375	0	0	1,000	0	1,000	0	
4560.260 Beach Access, Prof Services, Legal	3,695	450	125	2,500	0	2,500	0	
<b>Total Recreation</b>	<b>3,695</b>	<b>450</b>	<b>125</b>	<b>2,500</b>	<b>0</b>	<b>2,500</b>	<b>0</b>	
<b>Total Culture and recreation</b>	<b>3,695</b>	<b>450</b>	<b>125</b>	<b>2,500</b>	<b>0</b>	<b>2,500</b>	<b>0</b>	
<b>Total Expenditures:</b>	<b>3,695</b>	<b>450</b>	<b>125</b>	<b>2,500</b>	<b>0</b>	<b>2,500</b>	<b>0</b>	
<b>Total Change In Net Position</b>	<b>805</b>	<b>250</b>	<b>(25)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

**Garden City**  
**Budgeting Worksheet**  
**91 General Fixed Assets - 07/01/2021 to 06/30/2022**  
**100.00% of the fiscal year has expired**

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Expenditures:</b>								
Miscellaneous								
4101 Pension Admin	(197)	992	0	0	0	0	0	
4201 Pension Public Safety	(11)	56	0	0	0	0	0	
4401 Pension Streets	(163)	823	0	0	0	0	0	
<b>Total Miscellaneous</b>	<b>(371)</b>	<b>1,871</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Expenditures:</b>	<b>(371)</b>	<b>1,871</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Change In Net Position</b>	<b>371</b>	<b>(1,871)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Income or Expense</b>								
<b>Income From Operations:</b>								
Operating expense								
4100 Depn expense - general government	68,751	68,250	0	0	0	0	0	
4400 Depn expense - streets & public works	72,024	79,488	0	0	0	0	0	
4500 Depn expense - parks & recreation	45,835	45,835	0	0	0	0	0	
<b>Total Operating expense</b>	<b>186,610</b>	<b>193,573</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Income From Operations:</b>	<b>186,610</b>	<b>193,573</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Income or Expense</b>	<b>186,610</b>	<b>193,573</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	