

TC AUG 05<sup>12</sup> 2021

### 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"/> Other Land Use Permit _____	

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 #: 435-881-1343

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

Project Start date: June 2021 Completion date: October 2021

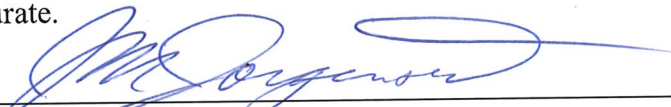
Describe the proposed project as it should be presented to the hearing body and in the public notices.  
Final Plat Application for phase 5 of the ongoing Long Ridge @ Bear Lake Subdivision. It consists of ten single family residential lots using the density based subdivision option.

\* The property to be subdivided is within two different parcels - part of 41-28-000-0016 and some of 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

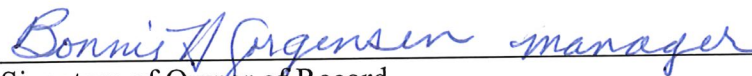
Non-residential building size: n/a

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: _____

**MCS HOLDINGS**  
(State of Oregon)  
N 02°41'52" E  
267.21' W 44.1'

**MCS HOLDINGS**  
R. S. & S. L. KALKREUTH  
1100 N. 100' E.

The development of improvements required for this subdivision is described in the Long Ridge & Bear Lake Subdivision Improvement Agreement dated 10/21/2003 and recorded in the Public Records of the State of Oregon, County of Clatsop, Book 2003-000-000-000.

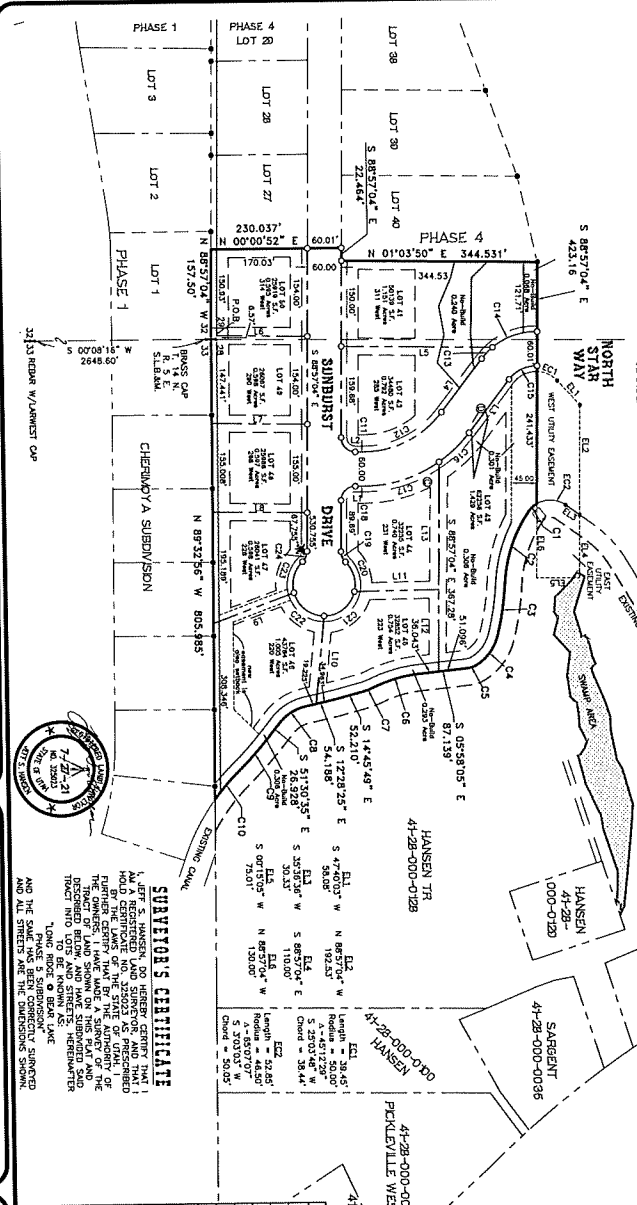
**Boundary Curve Table**

Curve #	LENGTH	DELTA	BEARING	CHORD
C1	21.031'	48.50°	S 29°56'45" E	5 42'26"45" E 20.874'
C2	134.815'	248.00°	S 19°09'44" E	5 70°27'02" E 133.174'
C3	91.877'	408.50°	S 07°03'15" E	5 81°01'04" E 91.723'
C4	87.289'	83.50°	S 27°20'11" E	5 65°43'51" E 85.483'
C5	13.701'	33.50°	S 17°41'06" E	5 16°09'35" E 84.734'
C6	16.887'	83.50°	S 27°20'11" E	5 20°33'27" E 16.888'
C7	16.887'	83.50°	S 27°20'11" E	5 20°33'27" E 16.888'
C8	58.537'	81.50°	S 28°02'10" E	5 31°59'30" E 54.433'
C9	84.227'	83.50°	S 27°20'11" E	5 47°43'11" E 84.166'
C10	68.089'	379.00°	S 9°07'24" E	5 48°32'18" E 68.010'

**Line Table**

Line #	Length	Direction
L1	11.807'	S 01°02'56" W
L2	11.807'	S 01°02'56" W
L3	116.837'	S 52°02'42" E
L4	116.837'	S 52°02'42" E
L5	268.027'	S 01°02'56" W
L6	170.001'	N 01°02'56" W
L7	168.445'	S 01°02'56" W
L8	168.445'	S 01°02'56" W
L9	151.081'	S 20°03'23" E
L10	154.441'	S 07°43'15" E
L11	148.441'	S 07°43'15" E
L12	143.371'	S 08°37'04" E
L13	223.597'	S 08°37'04" E

HANSEN TR 44-28-000-0008  
HANSEN TR 44-28-000-0038  
HANSEN TR 44-28-000-0039  
HANSEN TR 44-28-000-0038  
HANSEN TR 44-28-000-0039  
HANSEN TR 44-28-000-0038  
HANSEN TR 44-28-000-0039



**44-28-000-0034**

Curve #	LENGTH	DELTA	BEARING	CHORD
C11	39.27'	26.00°	S 80°00'00" E	1 48'02'56" E 35.36'
C12	183.07'	173.00°	S 53°20'30" E	1 25°38'44" W 157.23'
C13	27.86'	120.00°	S 17°17'58" E	5 45°41'28" E 27.78'
C14	65.19'	120.00°	S 17°17'58" E	5 18°42'29" E 65.84'
C15	57.14'	80.00°	S 54°33'52" E	5 25°03'29" E 55.00'
C16	73.61'	235.00°	S 27°56'48" E	1 42°22'00" W 73.31'
C17	146.37'	235.00°	S 27°56'48" E	1 16°40'20" W 143.06'
C18	138.27'	230.00°	S 80°00'00" E	1 87°45'54" E 135.36'
C19	20.32'	230.00°	S 80°00'00" E	5 23°29'21" W 194.18'
C20	56.65'	55.00°	S 90°00'00" E	5 73°29'21" W 68.84'
C21	74.38'	55.00°	S 90°00'00" E	5 37°45'42" W 154.18'
C22	71.88'	55.00°	S 90°00'00" E	5 37°45'42" W 68.71'
C23	58.46'	55.00°	S 90°00'00" E	5 73°22'02" E 58.83'
C24	20.32'	230.00°	S 80°00'00" E	1 62°40'03" W 19.76'

**LONG RIDGE & BEAR LAKE PHASE 5 SUBDIVISION**  
T. 14 N. R. 5 E. S. 1 B. 1 & 2  
GARDEN CITY, RICH COUNTY, UTAH  
AUGUST 2021

**APPROVAL AS TO FORM**  
DATE: \_\_\_\_\_ AD 2021

**COUNTY RECORDER'S NO.**  
STATE OF OREGON COUNTY OF \_\_\_\_\_  
AND FILED IN THE RECORDS OF \_\_\_\_\_  
ABSTRACTED \_\_\_\_\_ FILE \_\_\_\_\_

**ROCKY MOUNT POWER**  
THE POWER ACCEPTED BY ROCKY MOUNT POWER  
DATE OF \_\_\_\_\_ AD 2021  
RESPONSIVE \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
BY THE CLERK OF THE PLANNING COMMISSION  
AD 2021

**COUNCIL APPROVAL AND ACCEPTANCE**  
APPROVED TO THE COUNTY OF \_\_\_\_\_  
BY THE BOARD OF COUNTY COMMISSIONERS  
DATE OF \_\_\_\_\_ AD 2021  
CHAIRPERSON \_\_\_\_\_  
MEMBER \_\_\_\_\_

**SEAL LATE SPECIAL SERVICE DISTRICT**  
SUMMARY SEWER SYSTEM APPROVAL  
DATE OF \_\_\_\_\_ AD 2021

**ENGINEER'S CERTIFICATE**  
I CERTIFY THAT I HAVE EXAMINED THIS PLAN AND FIND IT TO BE CORRECT  
AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.  
DATE \_\_\_\_\_ AD 2021  
ENGINEER \_\_\_\_\_

**LONG RIDGE & BEAR LAKE - PHASE 5 DMC SUBDIVISION**  
Address of Applicant: \_\_\_\_\_  
Address of Subdivider: \_\_\_\_\_  
Address of Contractor: \_\_\_\_\_  
Address of Surveyor: \_\_\_\_\_  
Address of Engineer: \_\_\_\_\_  
Address of Recorder: \_\_\_\_\_

**OWNER'S DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS  
BE SHOWN AND STREETS TO BE HEREAFTER KNOWN AS THE  
LONG RIDGE & BEAR LAKE - PHASE 5 SUBDIVISION.  
DO HEREBY DESIGNATE, GRANT AND CONVEY TO GARDEN CITY, UTAH AND  
OWNERS AND SUCCESSORS THE SAME TO BE USED AS PUBLIC HIGHWAYS,  
AND HEREBY DEDICATE TO THE SAME AS PUBLIC HIGHWAYS,  
THE SAME TO REMAIN AS OPEN SPACE IN PERPETUITY AND STREETS AS A PUBLIC  
PRACTICE DESIGNED AS AVOIDANCE TO BE USED FOR PUBLIC UTILITY AND  
DRAINAGE PURPOSES. THE SAME TO BE OPEN TO ALL SERVICE LINES AND  
DRAINAGE AS INDICATED FOR PUBLIC USE.

**BOUNDARY DESCRIPTION**  
A parcel of ground located in the Eastern Quarter of Section 28 and the  
South Quarter of Section 29, Township 14 North, Range 5 East of the Salt  
Lake Base and Meridian, described as follows:  
Beginning at the Brass Cap found at the common South Corner of  
Sections 28 & 29, Township 14 North, Range 5 East of the Salt Lake Base and  
Meridian, thence South 89°12'30" East 100.00 feet to the corner of  
said sections being North 07°14'32" West 67.977 feet; and thence  
North 85°57'00" West 107.00 feet; thence North 07°02'52" East  
34.4331 feet; thence South 85°57'00" East 42.116 feet to a point on  
the west side of said road and the point of curve of a non-circular curve being said  
road; the following (curves): 1) Thence 21.053 feet along the arc of  
a 46.500 foot radius curve to the left through a central angle of 25°28'26"  
and a long chord that bears South 16°09'35" East 42.734 feet to the point  
of reverse curve; 2) Thence 116.837 feet along the arc of a 268.027 foot  
radius curve to the left through a central angle of 31°04'44" and a long  
chord that bears South 01°02'56" West 170.001 feet to the point of  
reverse curve; 3) Thence 170.001 feet along the arc of a 170.001 foot  
radius curve to the right through a central angle of 102°55'15" and a long chord that bears  
South 81°04'04" East 91.723 feet to the point of reverse curve; 4) Thence  
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**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*.

~~1.2.2.1.2. Roads/Turnaround for Fire Department Access: Both Parties agree that the layout of the roads and the topography of the land would make it difficult to construct a temporary turnaround on the north end of North Star Way. This road is planned to extend to the north to eventually provide access to Long Ridge Phase 6 and in doing so a cul-de-sac turnaround will then be provided. Within this Phase 5, all lots will have full fire department response access~~

~~except Lot 43. To ensure proper fire protection for any house being built on Lot 43, the deed for Lot 43 will include a disclosed condition which will require that either 1) no house may be built on Lot 43 until the continuation of North Star Way is extended to the north such that a point of turnaround is made available or 2) any house to be built would include a fire sprinkler system as required for a residence that does not have proper fire vehicle access, and as approved by the Local Fire Authority.~~

### **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 across the canal (either by boring under the canal or by cutting the canal and installing a culvert in the canal to prevent leakage at this point), thence across Parcels 41-28-000-0128 and 41-28-000-0030, and connecting to the existing sewer main in Bear Lake Boulevard. ~~Because the construction of this extra sewer line might be delayed due to water in the canal, the deeds for these two lots shall include a disclosure which will state that a house may not be built on the property until the sewer line is completed.~~

**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.

**1.2.2.4.1 Dedication of Easements for Storm Water System:** The Developer shall dedicate, or cause to be dedicated by the appropriate property owner, the following three easements to provide for storm water control within the subdivision through various storm water drainage control elements and to establish access to the same by the City, as needed to maintain the storm water control elements:

1) A set of two easements totaling approximate 75-foot by 390-foot storm water easement for the land north and northeast of Lot 43 within parcels 41-2-000-0016 and 41-28-000-0128 to detain storm water and convey the same to the swamp area within parcel 41-28-000-0128 as depicted on the subdivision plat. These easements are to be established through a separate "Grant of Utility Systems Easement" by the trustees of the John K. Hansen and Noreen Beck Hansen Family Trust.

2) An approximate 45-foot by 241-foot storm water easement within the no-build area on the north edge of Lot 43 to detain storm water and convey the same to the swamp area within parcel 41-28-000-0128 as depicted on the subdivision plat. This easement is to be established with the signing of the subdivision plat.

3) A ten-foot wide easement on the east side of the common property line between lots 46 and 47, plus a 40-foot easement along the south property line of Lot 46 widening to approximately 75-feet in the south east corner of Lot 46 to convey storm water from the cul-de-sac at the east end of Sunburst Drive, detain storm water within the southeast corner of Lot 46 and thence convey the same across the Hodges Irrigation canal and into the natural drainage within parcel 41-28-000-0128 as depicted on the subdivision plat. This easement is to be established with the signing of the subdivision plat.

**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 cash bond in the amount of the estimated costs of all improvements not completed by the Developer and approved by the City Engineer and/or the City Public Works Director at the time of recording the Final Plat, as determined by the City Engineer, plus an additional amount in cash equal to 10% of the estimated costs of *all* the improvements the Developer is required to install pursuant to this Agreement as a one-year warranty bond for all of the improvements. 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



**Garden City**

Attest:

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

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

STATE OF UTAH            )

  : ss.  
County of RICH            )

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            )

  : ss.  
County of RICH            )

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  $89^{\circ}04'30''$  West 1257.3 feet; thence North  $00^{\circ}01'03''$  West 428.92 feet; thence North  $00^{\circ}53'06''$  East 277.73 feet; thence North  $00^{\circ}36'53''$  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  $00^{\circ}41'52''$  East 2,679.77 feet; and running Thence North  $00^{\circ}41'52''$  East 1341.75 feet (North 1320 feet by record) to fence; Thence South  $89^{\circ}07'57''$  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  $14^{\circ}37'18''$  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  $16^{\circ}24'20''$  and a long chord that bears South  $22^{\circ}49'28''$  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  $42^{\circ}06'08''$  and a long chord that bears South  $09^{\circ}58'34''$  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  $24^{\circ}27'44''$  and a long chord that bears South  $23^{\circ}18'22''$  East 21.82 feet; 5) Thence South  $35^{\circ}32'14''$  East 21.05 feet; 6) Thence South  $30^{\circ}36'31''$  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  $34^{\circ}12'49''$  and a long chord that bears South  $13^{\circ}30'07''$  East 16.77 feet; 8) Thence South  $03^{\circ}36'18''$  West 38.10 feet; 9) Thence South  $19^{\circ}39'22''$  West 103.85 feet; 10) Thence South  $27^{\circ}46'48''$  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  $10^{\circ}56'21''$  and a long chord that bears South  $33^{\circ}14'58''$  West 54.05 feet; 12) Thence South  $38^{\circ}43'09''$  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  $08^{\circ}10'35''$  and a long chord that bears South  $42^{\circ}48'26''$  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  $12^{\circ}20'02''$  and a long chord that bears South  $53^{\circ}03'45''$  West 102.48 feet; 15) Thence South  $59^{\circ}13'46''$  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  $23^{\circ}37'10''$  and a long chord that bears South  $47^{\circ}25'11''$  West 81.97 feet; 17) Thence South  $35^{\circ}36'36''$  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  $91^{\circ}03'35''$  and a long chord that bears South  $09^{\circ}55'10''$  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  $31^{\circ}00'44''$  and a long chord that bears South  $70^{\circ}57'20''$  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°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°33'26" and a long chord that bears South 16°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°05'58" and a long chord that bears South 22°31'24" East 190.91 feet to the point of beginning; and running Thence South 71°52'00" West 123.08 feet; Thence South 22°19'36" East 248.54 feet; Thence North 72°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°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°08'11" and a long chord that bears North 29°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

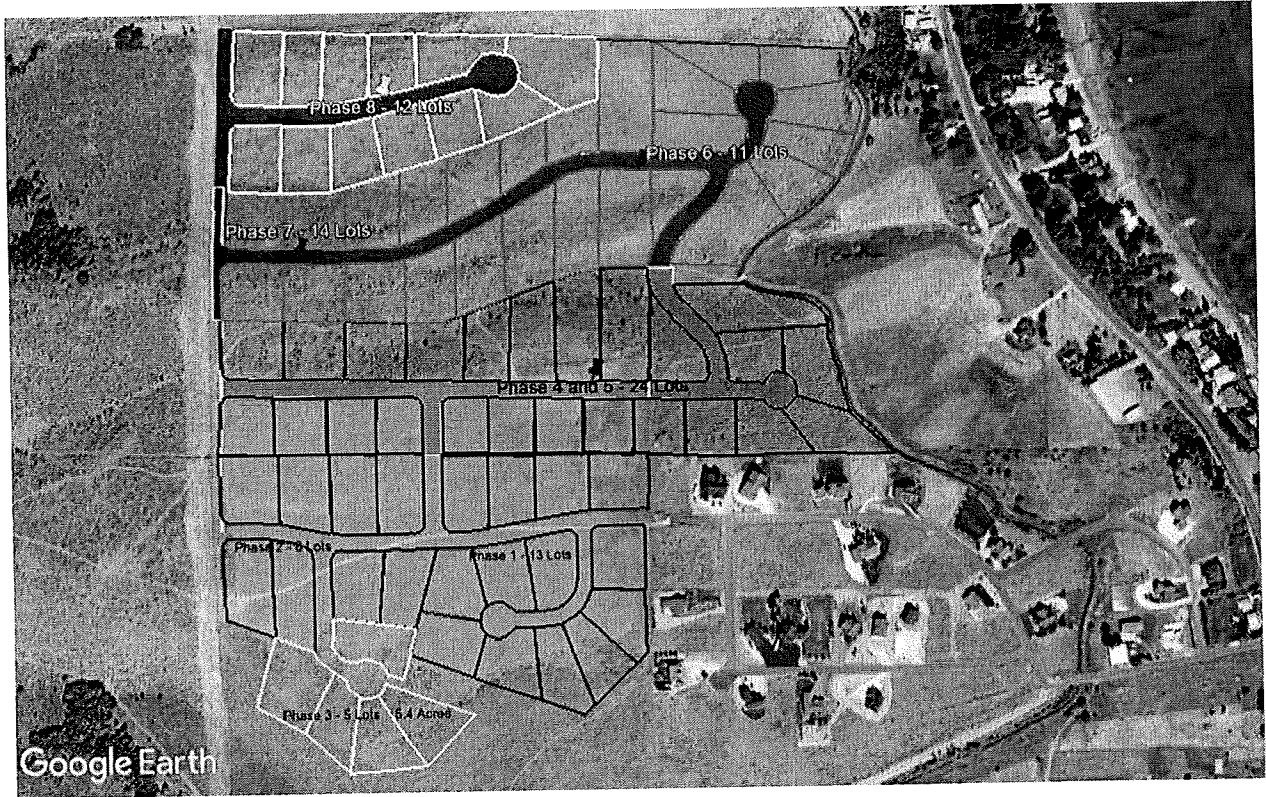
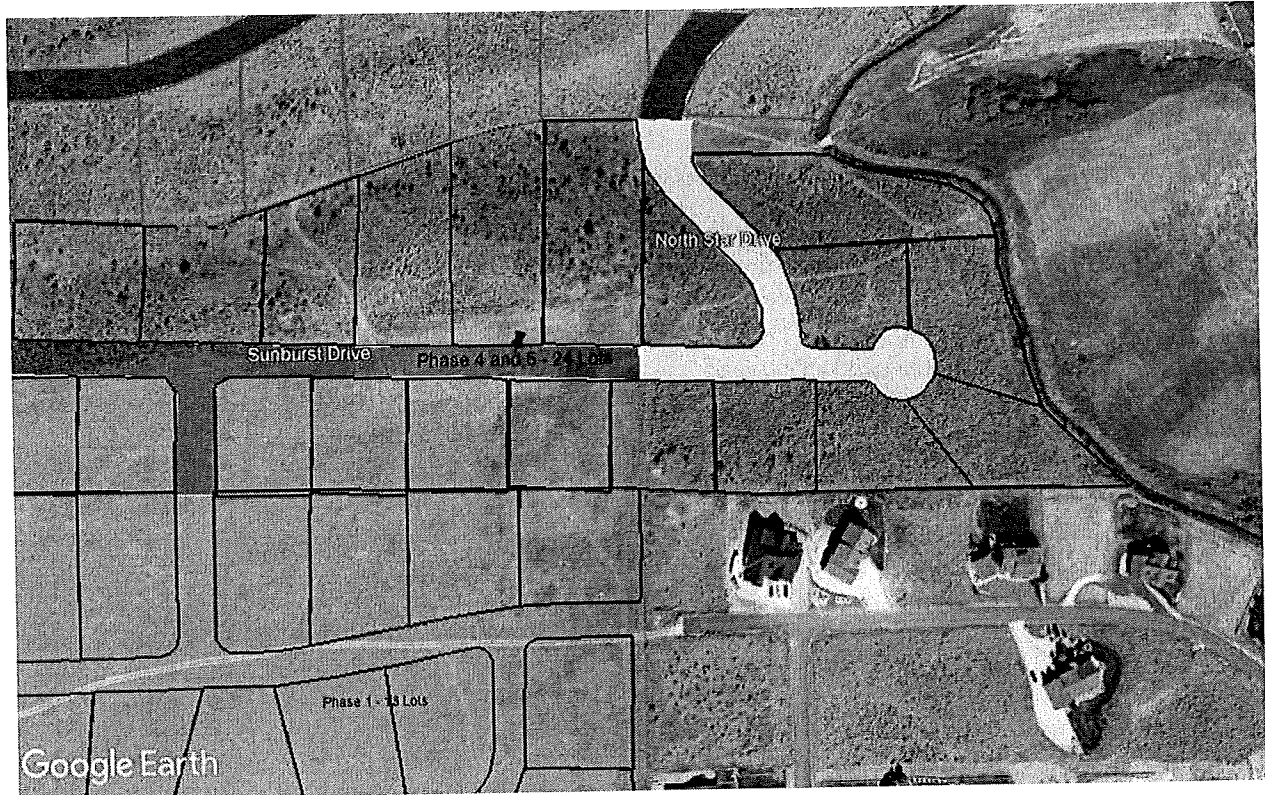


EXHIBIT C

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



Norman Mecham  
Hodges Irrigation Company

July 27,, 2021

Managers, Long Ridge @ Bear Lake Subdivision  
Attn: Jeff Jorgensen  
1069 E 2100 N  
North Logan, UT 84341

To Whom it May Concern,

This letter is intended to authorize crossing the Hodges Irrigation Canal as part of the development of the Long Ridge Subdivision. We understand that your plans for the subdivision will require a single crossing to be done by a perpendicular cut across the canal which will include one sanitary sewer line and one storm water line within the same trench. We understand that this crossing is planned to be located just north of the existing bridge across the canal and connecting parcels 41-28-000-0016 and 41-28-000-0128. We also understand that your plans call for an over the canal crossing with a pipe near the south end of your phase 5 development to transport storm drainage across the canal.

We hereby authorize the above noted crossings to be done once the water is out of the canal for the winter season and have sent your contractor, MJM Construction, a detailed drawings of how we ask that the underground crossing be made. To ensure the canal does not leak after your crossing is completed, we require a twenty-foot galvanized culvert be placed within the canal to convey the canal water through the cut area as well as the installation of clay backfill around the installed pipes to help prevent leakage perpendicular to the canal. A copy of that detailed drawing is attached.

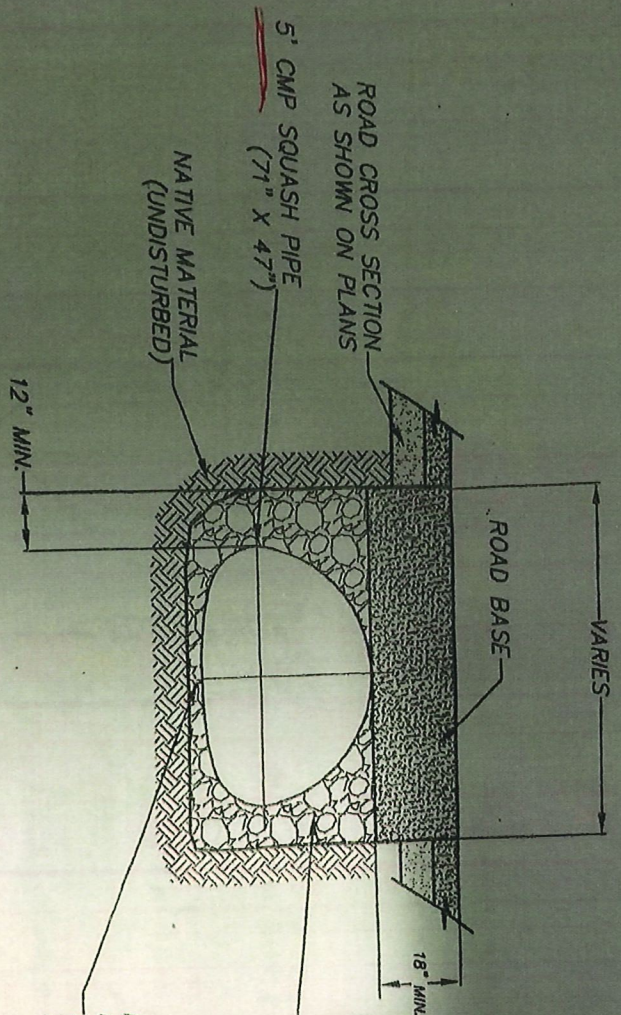
Just before you plan to make the cut across the canal, please contact us to make sure everything is prepared for doing so.

Please contact me if you have any questions.

Sincerely,



Norm Mecham



**CANAL CULVERT  
STANDARD DETAIL**

NOT TO SCALE

PIPE COVER TO BE  
3/4" minus CRUSHED  
AGGREGATE  
(COMPACTED TO 95% MAX.  
STANDARD PROCTOR DENSITY)

PIPE MUST BE PROPERLY  
BEDDED. EXCAVATE TO SIX IN  
BELOW AND PLACE WITH SELE  
BACKFILL 3/4" MINUS.

*1) 20' with 2 winged ends*

# OLSON & HOGGAN, LLC

ATTORNEYS AT LAW

L. BRENT HOGGAN  
MILES P. JENSEN  
JAMES C. JENKINS  
JEFFERY B. ADAIR\*\*  
KELLY J. SMITH  
JEREMY S. RAYMOND  
SETH J. TAIT\*  
JACOB A. WATTERSON  
BRADLEY N. MUMFORD  
J. CHAD WEST  
CHASE M. MORRIS

---  
CHARLES P. OLSON (1916-1975)

\*also licensed in Idaho  
\*\*also licensed in Nevada

130 SOUTH MAIN, SUITE 200  
P.O. BOX 525  
LOGAN, UTAH 84323-0525  
TELEPHONE (435) 752-1551  
TOLL FREE (866) 752-1551  
TELEFAX (435) 752-2295

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TREMONTON OFFICE:  
123 EAST MAIN  
P.O. BOX 115  
TREMONTON, UTAH 84337  
TELEPHONE (435) 257-3885  
TELEFAX (435) 257-0365

E-MAIL [oh@oh-pc.com](mailto:oh@oh-pc.com)  
[www.oh-pc.com](http://www.oh-pc.com)

July 21, 2021

Via Email

Town of Garden City  
Attn: Sharlene  
Attn: Mayor  
Attn: Town Engineer  
PO Box 207  
Garden City, UT 84028  
[mikel@gardencityut.us](mailto:mikel@gardencityut.us)  
[townofgardencity@gmail.com](mailto:townofgardencity@gmail.com)  
[qdance@jub.com](mailto:qdance@jub.com)

**Re: Long Ridge at Bear Lake Phase 5 / Final Plat Review**  
**Our File: N – 4600.013A**

Mayor:

We received and have reviewed the proposed Final Plat for the above-referenced subdivision and have noted the following items for your review and consideration:

1. As flagged in our July 5, 2021 review of the preliminary plat for this phase, Garden City Code § 11E-504(C)(11) requires a “current” title report to be reviewed. The Title Report indicates that title to the property being developed as phase 4 is owned by Randall John Hansen and Bonnie H. Jorgensen, Trustees of the John K. Hansen and Noreen Beck Hansen Family Trust, u/a/d May 19, 2004. The developer provided an unsigned deed indicating it intends to convey the property to Long Ridge @ Bear Lake, LLC, and that conveyance may have already been recorded.

To the extent it has not been recorded yet, the Town should ensure this is done prior to the approval of the Final Plat for this phase and prior to the execution of the development agreement (which is made by the LLC and not the Trust).

2. Garden City Code § 11E-504(B)(15) requires the “location, dimension, and purpose of all easements, public or private” to be depicted on the Plat. The title report also shows the existence of several easements that may impact the property in this Phase. The Town should verify with the help of the Town Engineer the location of these easements and, if they still exist, they should be depicted on the Plat. Additionally, the Plat contains references and depictions of “new easements” but does not say what they are or what purpose they serve. The purpose of the “new easements” should be explained on the Plat in some fashion as required by Garden City Code. Note 7 on the Plat references easements for detention ponds, but those easements do not appear to be depicted on the Plat. The note indicates they will be located within the no-build areas, but it is unclear where they will be within those areas and what dimensions the detention ponds will have. Note 6 of the Plat references several other easements which may be located within Phase 5, and if they are so located, should be depicted on the Plat.

3. Garden City Code § 11E-504(C)(5) requires a certificate of approval for the Town Attorney that appears to be missing from the Plat.

4. Generally, Garden City Code § 11A-200(132) generally prohibits roadways terminating in cul-de-sacs from being more than 1000 feet in length without approval from the local fire authority. The City should ensure this provision of the Garden City Code is met as to the cul-de-sac located on Sunburst Drive.

5. Garden City Code § 11E-514(H) indicates that “dead-end streets may be permitted” but when they serve more than two lots, a “temporary turn-around easement shall be provided.” The Town should ensure that this requirement is met as it relates to North Star Way.

6. In our July 5, 2021 preliminary plat review, we noted the Development Agreement needed to include a reference to land being dedicated for utility easements. We have since received an updated draft of the Development Agreement which includes a new Section 1.2.2.4.1 which appears to address those easements. The Town should ensure with the help of the Town Engineer that the easements listed in that Section are complete and accurate.

We will be happy to sign the Plat upon the Town’s verification that the foregoing items are in conformity or that the underlying requirements have been waived and that there are no changes to the Final Plat. Feel free to contact me directly with any questions or concerns about this review.

OLSON & HOGGAN, LLC

/s/ Seth J. Tait

**HELPING EACH OTHER**  
CREATE BETTER COMMUNITIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

## MEMORANDUM

DATE: July 21, 2021  
TO: Town of Garden City Planning Commission  
CC: Riley Argyle  
FROM: Quinn Dance, P.E., Zan Murray, S.E.  
SUBJECT: Long Ridge Phase 5 Final Plat Review

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Final plat comments below are based on drawings dated July 2021. The review items discussed below can be found in Chapter 11E-500 of the Municipal Code.

### Final Plat

#### Certifications

1. Modify the Special Service District block to only refer to the "Sanitary Sewer System" approval.
2. Include the Town attorney signature block.
3. Complete the transfer of 7.56 acre-feet (AF) of water for this phase of the development prior to recording.

#### Block Requirements

1. Clarify how the 45' wide strip of property will be maintained and who it will be owned by. 11E-510.L states that all remnants must be added to adjacent lots.

#### Miscellaneous

1. Remove the waterline shown in North Star Way.

### Development Agreement

1. Within the Storm Water System Section 1.2.2.4., the lot numbers that are used to describe the easements do not match the final plat. Please update the lot numbers according to the final plat provided.



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

## Easement Documents

1. There are some highlighted sections in the easement documents that need to be addressed.

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