

Title Insurance ✓

### 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
- AEG Meeting, (Affected Entity Group):
- Other Land Use Permit \_\_\_\_\_

Ordinance Reference:

- 11A-301
- 11B-400
- 11C-500
- 11E-524 or 11E-525
- Subdivision 11E-503/PUD or PRUD
- 11F-107-A-2
- 11E-506
- 11C-1950, 11E-100, and 11F-100
- 11C-1950, 11E-100, and 11F-100
- 11C-1950, 11E-100, and 11F-100
- 11C-1950, 11E-100, and 11F-100
- 11E-100
- 11E-523
- 11B-308
- 13A-1300

Project Name: Buttercup Palms Current Zone: \_\_\_\_\_ Proposed Zone: \_\_\_\_\_

Property Address: Buttercup Lane (C.R.)

Parcel # 41 - 29-000 - 0002

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

E-mail address: 2745 No Juniper No Logan UT 84341

Mailing Address: mattnielson@yahoo.com

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

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

Property Owner of Record (if different): \_\_\_\_\_ Phone #: \_\_\_\_\_

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.

final

Lot Size in acres or square feet: \_\_\_\_\_ Number of dwellings or lots: 50 Lot

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 of Owner of Record

**Email Form**

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

|                 |                    |
|-----------------|--------------------|
| Office Use Only |                    |
| Date Received:  | <u>7-21-21</u>     |
| Fee:            | <u>4,000.</u>      |
| By:             | <u>Canson, LLC</u> |

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:  | <u>5-11-21</u>    |
| Fee:            | <u>3000.</u>      |
| By:             | <u>CANSON LLC</u> |



**Garden City Project Checklist**

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

**INCOMPLETE APPLICATION PACKETS WILL NOT BE ACCEPTED.**

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

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

- Encumbrance: \$250**  
*Encumbrance Packets must include A, B, D, E, & F*
- Un-Encumbrance: \$250**  
*Un-Encumbrance Packets must include A, B, D, E, & F*
- Appeal: \$250**  
*Appeal Packets must include A and a letter from the property owner outlining the reason for the appeal.*
  
- Extension of Time:**  
*Extension of Time Packets must include A, and a letter from the Developer explaining the reason for the extension request.*
- Other Land Use Permits: \$50**  
*Packets must include A, B, D, E, & F*
- Water Share Transfer:**  
*Water Share Transfer Packets must include A*
  
- AEG Meeting, (Affected Entity Group): \$500 Deposit**  
*Packets must include A, 10 of B*

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

#### PACKET DOCUMENTATION REQUIREMENTS

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

**Please review Garden City ordinances for requirements for each type of project. Garden City ordinances can be found at [www.gardencityut.us](http://www.gardencityut.us) .**







Cathie Rasmussen <cathier@gardencityut.us>

### Buttercup Water Shares

1 message

Wed, Aug 4, 2021 at 11:07 AM

**Quinn Dance** <qdance@jub.com>

To: Matt Nielson <matrnielson@yahoo.com>

Cc: "Kathy Hislop (kathyh@gardencityut.us)" <kathyh@gardencityut.us>, Cathie Rasmussen <cathier@gardencityut.us>

Hi Matt,

Attached is a summary of the breakdown on the water share calculations. Overall, you need 28.55 AF which converts to 12.63 shares in the Swan Creek Canal company. It sounds like you have 14 shares that came with the ground so you should have enough shares. Those will need to be transferred to the Town prior to approval of the final plat. Thanks!

QUINN V. DANCE

*Project Engineer*

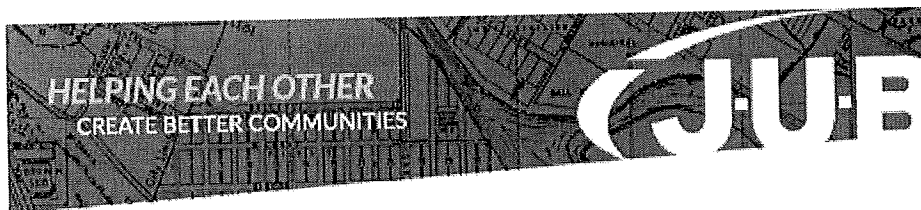
#### J-U-B ENGINEERS, Inc.

1047 South 100 West, Suite 180, Logan, UT 84321

69 N. Paradise Parkway, Bldg. B, Garden City, UT 84028

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

p 435 713 9514 c 435 770 9920



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

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**Water Rights Calculator\_Shares\_Buttercup.pdf**  
54K

Garden City Water Share Calculations

Development: Buttercup Acres

Date: 5/26/2021

Scenario: 1

|                    | Quantity   | Demand Unit  | Factor | Total | Unit            |
|--------------------|------------|--------------|--------|-------|-----------------|
| Landscape Area:    | 5.00 Acres | 1.23 AF/Acre |        | 1     | 6.15 AF         |
| Residential Units: | 50 Units   | 400 GPD      |        | 365   | 22.40 AF        |
| Condo Units:       | Units      | 296 GPD      |        | 365   | 0.00            |
| Hotel Units:       | Rooms      | 150 GPD      |        | 365   | 0.00            |
| Restaurant         | Seats      | 17.5 GPD     |        | 365   | 0.00            |
| Restaurant         | SF Dining  | 0.7 GPD      |        | 365   | 0.00            |
| Restaurant         | SF Total   | 0.6 GPD      |        | 365   | 0.00            |
| Office Space       | Employees  | 7.5          |        | 365   | 0.00            |
| Office Space       | SF         | 0.075 GPD    |        | 365   | 0.00            |
| Store              | Employees  | 5.5 GPD      |        | 365   | 0.00            |
| Condo Units:       | Units      | 296 GPD      |        | 365   | 0.00            |
|                    |            |              |        |       | <b>28.55 AF</b> |

| Canal Company    | Quantity per Share<br>Diversion | Depletion | Shares       |
|------------------|---------------------------------|-----------|--------------|
| Swan Creek Canal | 2.26 AF                         | 1.13 AF   | <b>12.63</b> |
| Hodges           | 2.54 AF                         | 1.27 AF   | <b>11.24</b> |
| Swan Canal       | 2.87 AF                         | 1.435 AF  | <b>9.95</b>  |

WHEN RECORDED MAIL TO:  
Wendy Bowden Crowther  
201 South Main, 13<sup>th</sup> Floor  
Salt Lake City, Utah 84111

Recorded MAY 5 2006 Rolling No. 80000  
At 3:16 AM/PM in Book 512 Page 117  
Fee None Debra L. Arnes Rich County Recorder  
Requested by Town of Garden City

**WATER RIGHT QUIT CLAIM DEED**

BALSAMORHIZA, LLC, GRANTOR, for Ten Dollars (\$10.00) and other consideration, the receipt and sufficiency of which is acknowledged, hereby quit claims to TOWN OF GARDEN CITY, a Utah Municipality, GRANTEE, all of its right, title and interest in Water Rights 23-3452 and 23-3466 as modified by Change Application a 11046 which is 442.5 acre-feet of water or water sufficient to irrigate 42.5 acres of land, domestic use for 700 families, and commercial use for a lodge and restaurant. Grantor warrants only that such title as it holds in the above described water rights is free and clear of liens and encumbrances.

DATED this 30 day of April, 2006.

GRANTOR

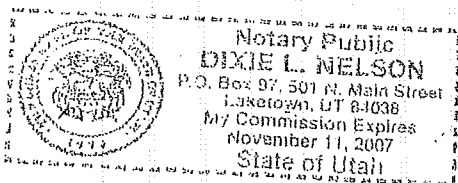
BALSAMORHIZA, LLC

By [Signature]  
Its Manager

State of Utah )  
 ) : ss  
County of Rich )

The foregoing instrument was acknowledged before me this 30 day of April, 2006 by Norman Johnson, in his capacity as Manager of Balsamorhiza, LLC Grantor herein.

[Signature]  
Notary Public



11 AM

April 3, 2007

RE: Water Right **23-3466**

Garden City,

Recently, we have completed the Report of Conveyance required by the state for water right 23-3466, the former Balsamorhiza water right. The water right has also been conveyed via recorded deed to the City and is legally in its hands.

There has been some confusion as to the current status and viability of the right. The past historical agreement between Garden City and the developer was initiated some time ago. The water right application and all Extensions of Time were and always have been properly filed for all of the Balsamorhiza water rights. The City was very surprised when the Division of Water Rights lapsed 23 -3452 because the extension of time filings were in proper order. The apparent reason of the lapse was unclear. This lapse, however, does not affect water right 23-3466.

The current status of 23-3466 is approved and in good standing, holding 242.8 acre-feet of approved uses on the original application including:

1. 80 acres of irrigated land
2. 100 cattle of stock watering

Also, there is an approved change application a11046 that changes the original approved uses from irrigation and stock watering to:

1. Domestic
2. Fire protection
3. Landscape watering
4. Other commercial uses

The total combined approved acre-feet is sufficient to provide for:

1. 539.55 indoor domestic year-round full time connections or some other combination of indoor and outdoor use with fire flow included.

The above evaluation is given as our opinion based on current Division files.

Sincerely,

Ken Tuttle  
Water Right Management Specialist  
Sunrise Engineering, Inc.

Rec'd  
7-21-21

## Buttercup Acres HOA

### Declaration of Covenants, Conditions, and Restrictions

July 21, 2021

Buttercup Acres HOA has the sole responsibility to maintain the Emergency Access easement connecting through the East end of N01 19' 04" E 309.91' to the current city owned road. Per agreement with Garden City, this will require Buttercup Acres HOA to plow and maintain the access during winter months and provide maintenance to the required retention basin on property.

#### Annual Fee:

A fee of \$150.00 annually will be assessed per lot to cover the described maintenance and assist with any other items the HOA may deem fit to use any excess funds. This fee will be reviewed every three years or as voted on by the HOA majority.

#### Duration of HOA:

HOA will remain solvent until the above described Emergency Access is integrated to develop adjoining properties and the easement is no longer required.

#### CC&R's:

No additional CC&R's will be required unless voted on by the HOA majority.



BUTTERCUP ACRES SUBDIVISION  
PROJECT MASTERPLAN  
NORTH



SCALE 1" = 70'-0"

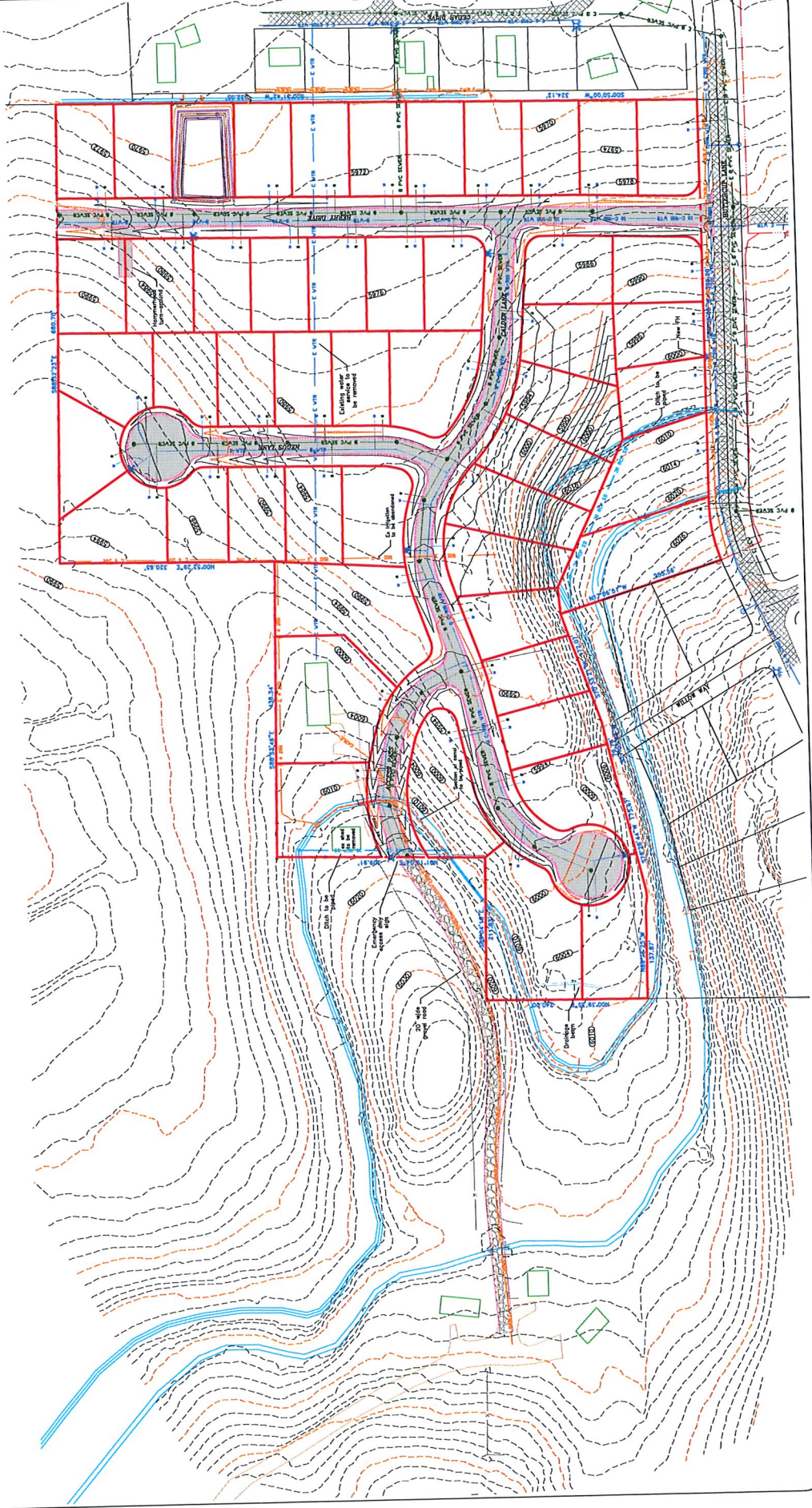


|          |        |         |
|----------|--------|---------|
| SCALE    | DATE   | JOB NO. |
| AS SHOWN | 7-2021 |         |
| DRAWN BY | DATE   |         |
| FWL2.DWG |        |         |

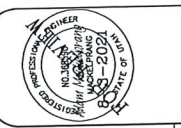
PROJECT  
BUTTERCUP ACRES SUBDIVISION  
PROJECT MASTERPLAN

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

SHEET  
2  
OF  
7 SHEETS







|          |                |         |                             |
|----------|----------------|---------|-----------------------------|
| DATE     | 7-2021         | SCALE   | AS SHOWN                    |
| DRAWN BY | RYAN D. WILSON | PROJECT | BUTTERCUP ACRES SUBDIVISION |
| JOB NO.  |                |         |                             |

BUTTERCUP ACRES SUBDIVISION  
 CALDER LANE CONSTRUCTION  
 PROJECT

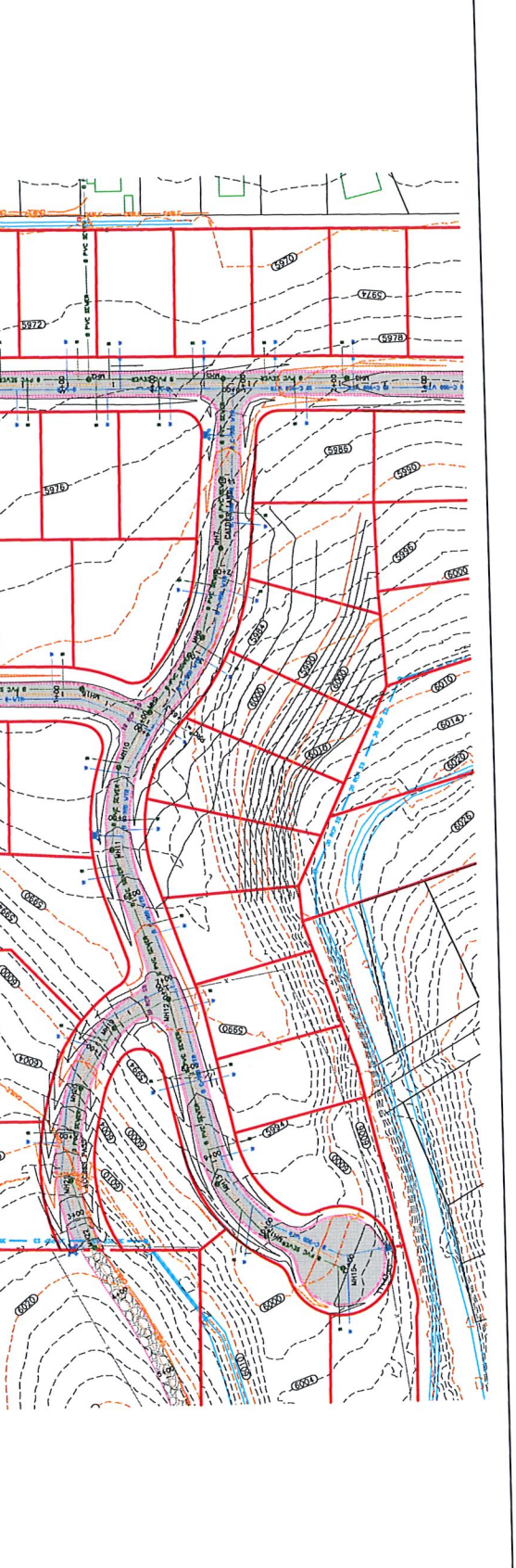
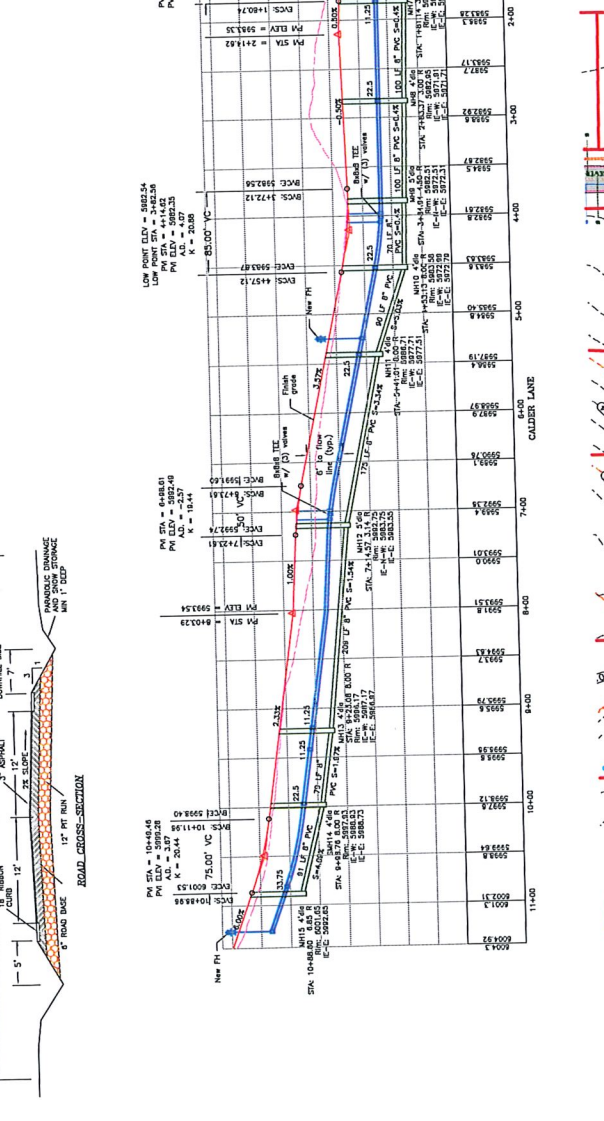
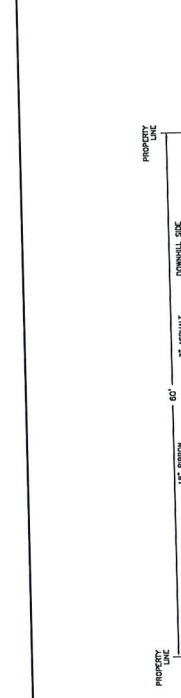
ALLIANCE CONSULTING ENGINEERS, INC.  
 150 EAST 200 NORTH SUITE P  
 LOGAN, UTAH 84321  
 (435) 755-5121

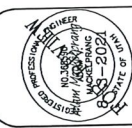
SHEET 4 OF 7  
 SHEETS

- LEGEND**
- PROJECT BOUNDARY
  - EXISTING CABLE/PHONE
  - EXISTING POWER
  - EXISTING 8" PVC SEWER LINE
  - PROPOSED 8" PVC/SEWER
  - PROPOSED 4" PVC SEWER
  - PVC W/UTILE LOC
  - PROPOSED PVC C-600
  - PROPOSED 1" WATER SERVICE
  - EXISTING IRRIGATION
  - EXISTING CONTOUR MNR (C)
  - EXISTING CONTOUR MNR (10')
  - PROPOSED CONTOUR MNR (C)
  - PROPOSED CONTOUR MNR (10')
  - EXISTING ASPHALT
  - NEW ASPHALT

Note: 1- A minimum 10' horizontal separation is required between all proposed and existing water lines. Where lines cross, lines must be on 18" centerlines.  
 2- Waterlines must have 5' feet of cover.  
 3- Contractor to repair and replace adjacent ASP.

**BUTTERCUP ACRES SUBDIVISION**  
**CALDER LANE CONSTRUCTION**  
 NORTH





|         |                             |          |          |
|---------|-----------------------------|----------|----------|
| PROJECT | BUTTERCUP ACRES SUBDIVISION |          |          |
| DATE    | 7-20-21                     | DRAWN BY | AVL2.DWG |
| SCALE   |                             |          |          |

NEGUS LANE CONSTRUCTION

ALLIANCE CONSULTING ENGINEERS, INC.  
 150 EAST 200 NORTH SUITE P  
 LOMBARD, ILLINOIS 60148  
 (415) 755-5121

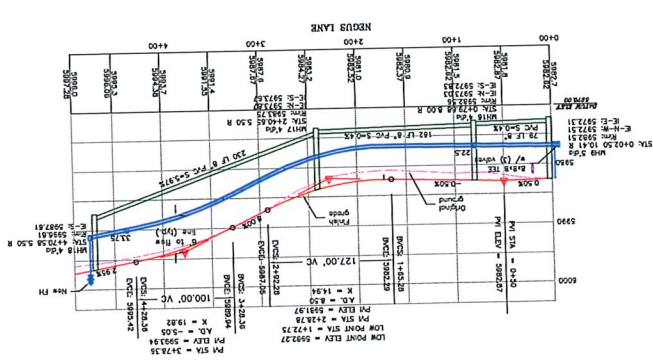
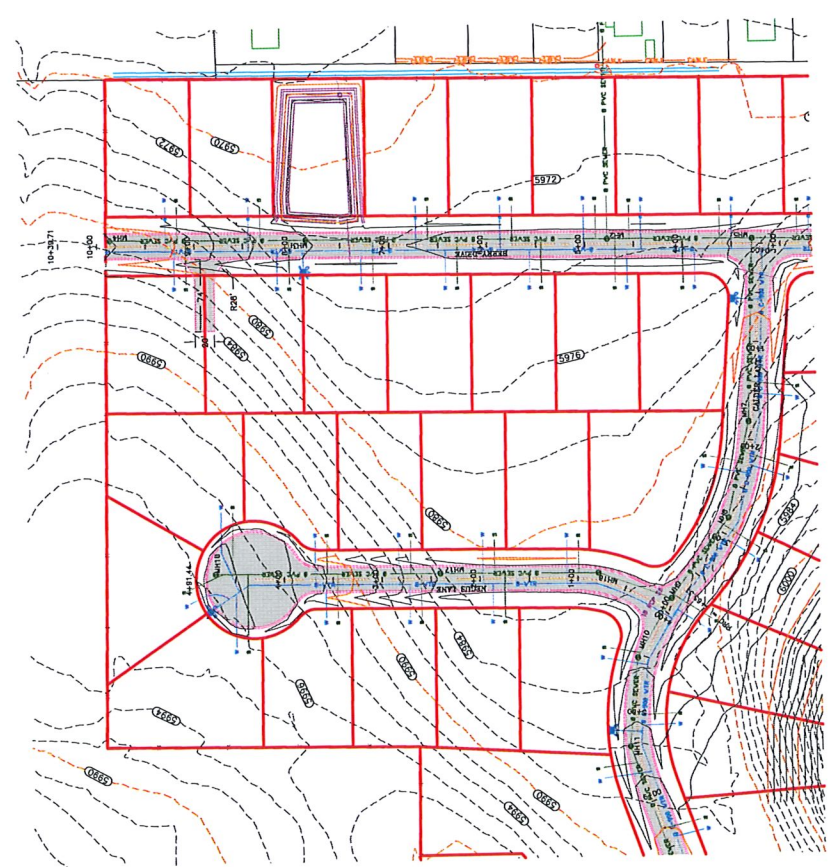
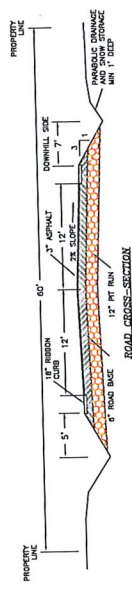
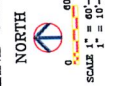
SHEET 5 OF 7 SHEETS

**LEGEND**

|  |                            |
|--|----------------------------|
|  | PROJECT BOUNDARY           |
|  | EXISTING CONTOUR MARK (C)  |
|  | PROPOSED CONTOUR MARK (C') |
|  | EXISTING ASPHALT           |
|  | NEW ASPHALT                |
|  | EXISTING CABLE/PHONE       |
|  | EXISTING 8" PVC SEWER LINE |
|  | PROPOSED 8" PVC SEWER LINE |
|  | EXISTING 4" PVC SEWER LINE |
|  | PROPOSED 4" PVC SEWER LINE |
|  | EXISTING 1.5" WATER LINE   |
|  | PROPOSED 1.5" WATER LINE   |
|  | PROPOSED 1" WATER SERVICE  |

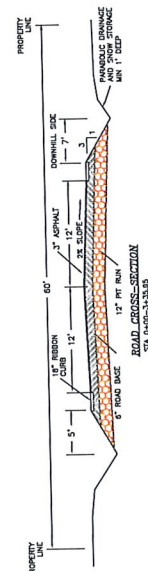
**Notes:**  
 1- A minimum 10' horizontal separation is required between water and non-potable water lines. Where lines cross, lines must be on 15" centerlines.  
 2- Locations must have 5 feet of cover.  
 3- Contractor to repair and replace adjacent ASP.

BUTTERCUP ACRES SUBDIVISION  
 NEGUS LANE CONSTRUCTION

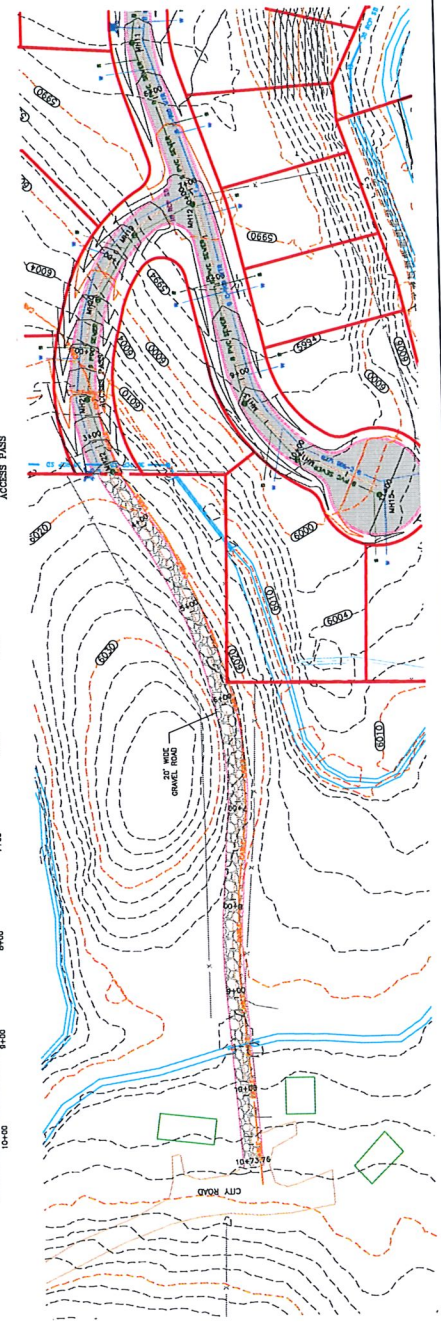
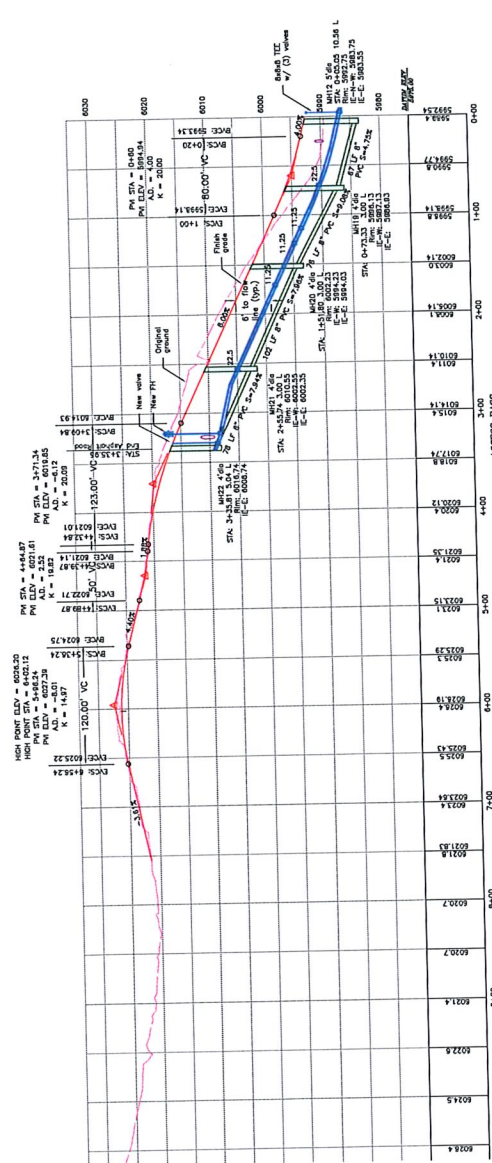


# BUTTERCUP ACRES SUBDIVISION ACCESS PASS CONSTRUCTION

- LEGEND**
- PROJECT BOUNDARY
  - EXISTING CABLE/PHONE
  - EXISTING POWER
  - EXISTING 8" PVC SEWER LINE
  - PROPOSED 8" PVC SEWER
  - PROPOSED 4" PVC SEWER
  - PROPOSED 12" PVC WATER LINE
  - PROPOSED 1" WATER SERVICE
  - EXISTING IRRIGATION
  - EXISTING CONTOUR MAR (2')
  - EXISTING CONTOUR MAR (10')
  - PROPOSED CONTOUR MAR (10')
  - EXISTING ASPHALT
  - NEW ASPHALT



Notes:  
 1- A minimum 12" high curb is required between the roadway and non-potable water lines. Where line crosses, there must be an 18" clearance.  
 2- All water lines must have 5 feet of cover.  
 3- Contractor to report and replace exposed ASP.



|         |   |         |          |
|---------|---|---------|----------|
| DATE    | 7-2021  | JOB NO. |          |
| SCALE   |   | DRAWING | PLAN 2/2 |
| PROJECT | BUTTERCUP ACRES SUBDIVISION<br>ACCESS PASS CONSTRUCTION |         |          |

PROJECT: BUTTERCUP ACRES SUBDIVISION  
 ACCESS PASS CONSTRUCTION

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





**TOWN ATTORNEY APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE  
 GARDEN CITY ATTORNEY \_\_\_\_\_

**CITY COUNCIL APPROVAL AND ACCEPTANCE**  
 PRESENTED TO THE GARDEN CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 APPROVED AND ACCEPTED \_\_\_\_\_ AT WHICH TIME THIS SUBDIVISION WAS  
 MAJOR \_\_\_\_\_ DATE \_\_\_\_\_

**TOWN CLERK** \_\_\_\_\_ DATE \_\_\_\_\_

**BEAR LAKE SPECIAL SEWER DISTRICT APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE  
 BEAR LAKE SPECIAL SEWER DISTRICT \_\_\_\_\_

**GARDEN CITY FIRE DISTRICT**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE  
 GARDEN CITY FIRE DISTRICT \_\_\_\_\_

**TOWN ENGINEER APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE  
 GARDEN CITY ENGINEER \_\_\_\_\_

**UTILITIES APPROVAL**  
 THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE  
 APPROVED \_\_\_\_\_

**ROCKY MOUNTAIN POWER REPRESENTATIVE**  
 APPROVED BY THE GARDEN CITY PLANNING AND ZONING  
 COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AD.

**ROCK MOUNTAIN POWER NOTE**

1. Pursuant to Utah Code Ann. § 54-2-27, this plat conveys to the  
 owner(s) of portions of utility facilities a public utility easement, along  
 with the right to use the utility facilities for the purposes of the  
 transmission of electric power. The utility easement is subject to the  
 terms and conditions of the utility easement agreement between Rocky  
 Mountain Power and the owner(s) of the utility facilities. The utility  
 easement agreement is a public utility easement and is subject to the  
 public utility easement and approval requirements of the Public Utility  
 Act. The utility easement agreement is a public utility easement and  
 is subject to the terms and conditions of the utility easement  
 agreement between Rocky Mountain Power and the owner(s) of the  
 utility facilities.

(1) The fee is applicable to prescriptive rights.  
 (2) The fee is applicable to prescriptive rights.  
 (3) The fee is applicable to prescriptive rights.  
 (4) Any other provision of law.

| CHORD | LENGTH | RADIUS  | CURVE ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|--------|---------|-------------|---------------|--------------|
| C00   | 24.43  | 550.00  | 281.133°    | S89°03'14"W   | 65.80        |
| C01   | 171.42 | 2150.00 | 301°17'12"  | S86°03'14"W   | 168.08       |
| C02   | 290.23 | 2000.00 | 87°22'30"   | N87°28'54"E   | 269.31       |
| C03   | 188.41 | 2000.00 | 54°29'31"   | N79°54'05"E   | 227.57       |
| C04   | 140.78 | 1500.00 | 53°46'22"   | S50°14'59"W   | 138.67       |
| C05   | 63.75  | 1500.00 | 24°21'00"   | N13°00'18"E   | 54.76        |
| C06   | 37.97  | 2500.00 | 86°33'31"   | N42°24'05"W   | 34.28        |
| C07   | 82.67  | 2800.00 | 15°53'03"   | S73°28'38"E   | 19.00        |
| C08   | 19.01  | 2800.00 | 35°24'20"   | S82°45'11"E   | 19.00        |
| C09   | 170.00 | 1700.00 | 33°18'02"   | N63°00'45"W   | 87.33        |
| C10   | 1.82   | 2800.00 | 87°22'22"   | S46°35'50"E   | 1.82         |
| C11   | 87.95  | 1700.00 | 75°38'18"   | S55°28'38"E   | 25.95        |
| C12   | 107.82 | 600.00  | 103°03'36"  | N42°40'11"E   | 63.65        |
| C13   | 105.37 | 1200.00 | 15°14'30"   | S41°01'34"E   | 72.31        |
| C14   | 47.78  | 1800.00 | 21°34'32"   | S35°48'00"W   | 101.53       |
| C15   | 20.88  | 2500.00 | 48°05'27"   | N45°04'27"E   | 60.37        |
| C16   | 13.50  | 1700.00 | 60°38'10"   | S75°52'04"W   | 134.60       |
| C17   | 95.72  | 1800.00 | 30°21'54"   | S51°26'13"W   | 94.78        |
| C18   | 36.76  | 2500.00 | 130°05'04"  | N11°43'33"E   | 48.75        |
| C19   | 144.13 | 2500.00 | 35°24'15"   | S83°28'10"W   | 141.78       |
| C20   | 82.15  | 1800.00 | 28°09'02"   | N63°01'10"W   | 81.44        |
| C21   | 6.29   | 2500.00 | 154°05'56"  | S72°24'15"E   | 4.44         |
| C22   | 33.49  | 2500.00 | 76°44'38"   | S102°47'41"E  | 31.78        |
| C23   | 56.51  | 1800.00 | 17°59'17"   | N41°58'01"W   | 56.79        |
| C24   | 32.87  | 1200.00 | 13°51'30"   | N37°55'38"E   | 32.52        |
| C25   | 114.69 | 2500.00 | 28°24'14"   | N68°28'28"W   | 113.50       |
| C26   | 43.74  | 600.00  | 41°46'24"   | S72°55'14"E   | 21.00        |
| C27   | 24.83  | 600.00  | 62°51'42"   | S24°10'02"W   | 62.59        |
| C28   | 67.88  | 600.00  | 64°48'10"   | S88°13'38"W   | 64.32        |
| C29   | 53.44  | 600.00  | 51°02'02"   | N33°00'37"W   | 51.00        |
| C30   | 61.65  | 600.00  | 48°25'16"   | N21°00'21"E   | 58.97        |
| C31   | 19.85  | 1800.00 | 6°00'08"    | N03°51'48"E   | 18.85        |
| C32   | 139.83 | 2500.00 | 38°28'00"   | S72°28'13"E   | 130.33       |
| C33   | 56.22  | 1800.00 | 18°31'54"   | N18°07'47"E   | 57.93        |
| C34   | 40.77  | 2500.00 | 83°28'27"   | N47°24'54"E   | 38.60        |
| C35   | 40.12  | 2500.00 | 51°28'55"   | S44°55'25"E   | 35.83        |

Shardleson  
2725 North  
North Logan, Utah 84341

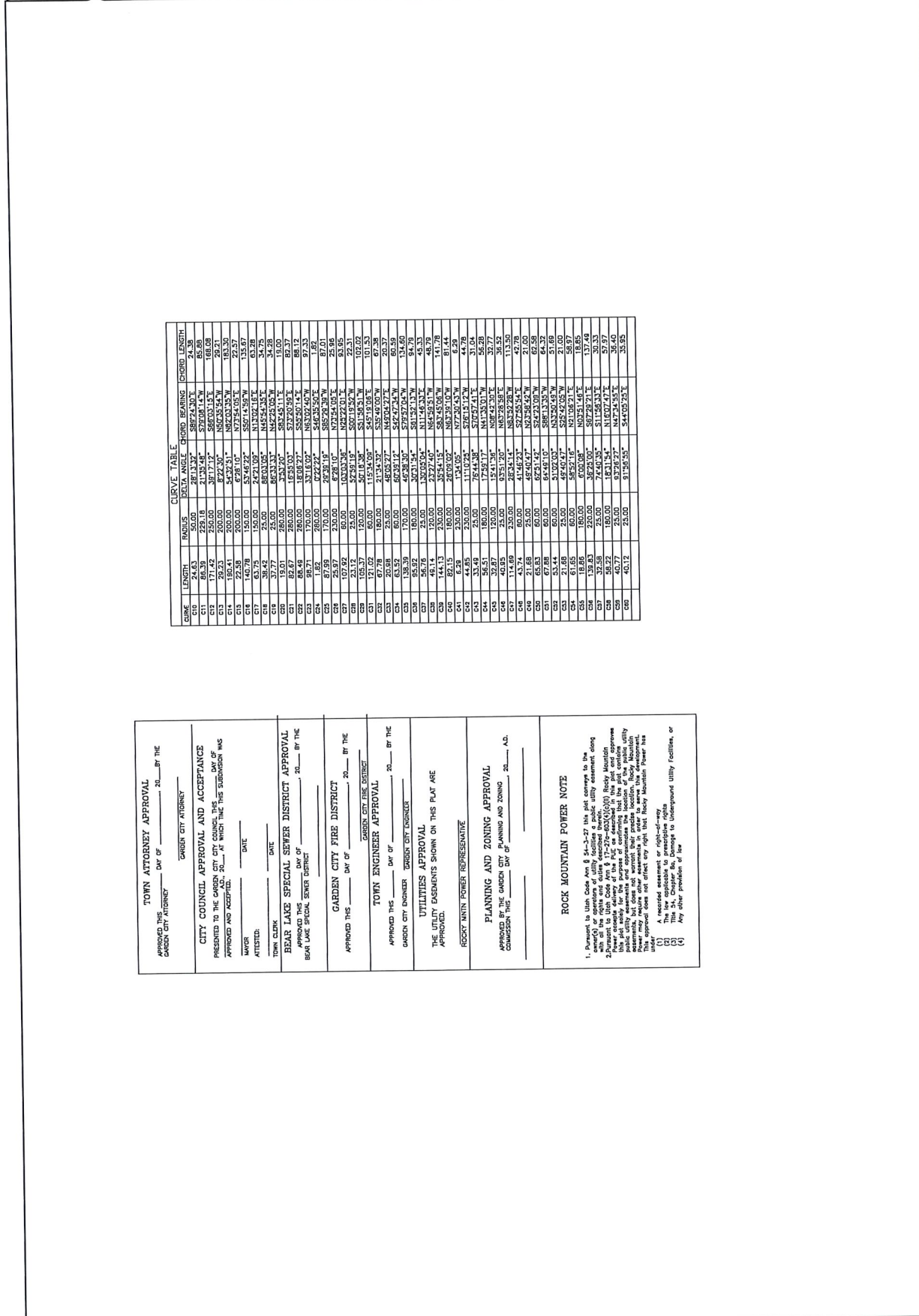
ALLIANCE ENGINEERS  
750 WEST 200 NORTH SUITE 8  
LOGAN, UTAH 84321  
(435)725-1231  
office@ae.net

PROJECT: BUTTERCUP ACRES SUBDIVISION

REVISION: \_\_\_\_\_

DATE: JULY 21, 2021

2









Cathie Rasmussen &lt;cathier@gardencityut.us&gt;

**Fwd: Buttercup Acres Canal**

1 message

**Kathy Hislop** <kathyh@gardencityut.us>

Thu, Aug 5, 2021 at 2:55 PM

To: Garden City &lt;townofgardencity@gmail.com&gt;, Cathie Rasmussen &lt;cathier@gardencityut.us&gt;

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

From: **Quinn Dance** <qdance@jub.com>

Date: Thu, Aug 5, 2021 at 2:49 PM

Subject: **Buttercup Acres Canal**

To: Matt Nielson &lt;mattnielson@yahoo.com&gt;

Cc: Seth Tait &lt;seth.tait@oh-pc.com&gt;, Kathy Hislop (kathyh@gardencityut.us) &lt;kathyh@gardencityut.us&gt;, Norm Mecham (nmecham@bearlake.com) &lt;nmecham@bearlake.com&gt;, Riley Argyle (publicworks@gardencityut.us) &lt;publicworks@gardencityut.us&gt;, Brian Lyon &lt;alliancelogan@yahoo.com&gt;

Hi Matt,

I was able to do a little research and here are some options on the final plat that could be considered to minimize the possibility of future flooding concerns within the development:

1. Piping the sections of the canal should be considered. Material costs are variable right now but in the past we have done 60" corrugated metal "squash" pipe for \$200-\$250/foot. I'm not sure what size you will need and what the current material costs are.
2. In conjunction with piping the canal it would be good to have a general note that states something similar to the following:
  - a. "The limits of this subdivision fall within an area that includes natural drainage channels and canal alignments. Flooding, high groundwater and other drainage issues should be considered when building on lots within this drainage area. It is the responsibility of the property owner to have a licensed professional review the site conditions and design accordingly."
3. The location of the proposed pipeline should be surveyed and located in order to determine exact location and widths of easements within the affected parcels. This will be something to confirm with Norm to determine the detail required. Typically, we have seen the centerline alignment described in an easement document and then a specified offset.

Hopefully, this helps moving forward. Let me know if there are any other questions. Thanks!

QUINN V. DANCE

*Project Engineer***J-U-B ENGINEERS, Inc.**

1047 South 100 West, Suite 180, Logan, UT 84321

69 N. Paradise Parkway, Bldg. B, Garden City, UT 84028

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

p 435 713 9514 c 435 770 9920



Buttercup water discharge per Riley

1 message

Wed, Aug 4, 2021 at 4:40 PM

NICK NIELSON <nicknielson@msn.com>  
To: Kathy Hislop <kathyh@gardencityut.us>, Garden City Garden City <townofgardencity@gmail.com>

8:24 ↖



Riley >

3. Label the elevation of the ditch that the o will flow away from the property.
4. Where does the existing ditch discharge?
5. To provide appropriate freeboard, the pro additional foot if the required volume will maximum. \_\_\_\_\_

Can you help me please with number4 as we talked. A short letter or text will be great. Thanks

Delivered

The water from your project will end up in the fishpond and then out to the lake



**HELPING EACH OTHER**  
CREATE BETTER COMMUNITIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

## MEMORANDUM

DATE: July 23, 2021  
TO: Town of Garden City Planning Commission  
CC: Riley Argyle  
FROM: Quinn Dance, P.E., Zan Murray, S.E.  
SUBJECT: Buttercup Acres Final Plat Review & Construction Drawings

---

J-U-B Engineers, Inc. (J-U-B) review of the Buttercup Acres Subdivision final plat dated July 2021 is described in the comments below. The review items discussed below can be found in Chapter 11E-500 of the Municipal Code.

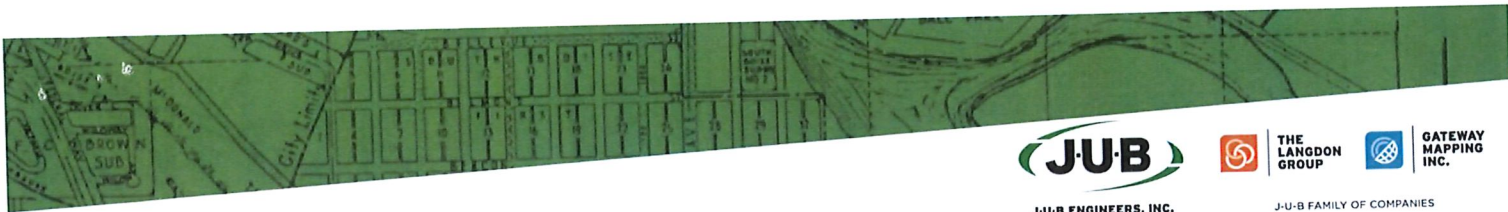
### Final Plat

#### Contents

1. Provide addresses per Rich County addressing system.
2. Provide additional clarification regarding Public Utility Easements (PUE). Is the frontage along each lot line a PUE? Include additional description about drainage within "Open Space A".
3. Verify that taxes are current.
4. Closure and boundaries of lots is still being verified and will be confirmed prior to recording.

#### Certifications

1. CC&R's or some document will be required to maintain the Open Space noted on the plat.
2. Provide a current title report.
3. Provide to the Town 28.55 acre-feet (AF) of water to support the development. This can be done via canal shares or actual water rights.



J-U-B FAMILY OF COMPANIES

**Infrastructure**

- 1. Provide the appropriate bond of \$521,488.93 to the Town clerk prior to final recording. Final total may be slightly different if plans are modified prior to recording.

**Lot Requirements**

- 1. Feasibility and safety need to be considered for Lot 1 and 2. With the existing canal easements, the buildable area is limited. Historically as development has cut into canal slopes sliding and slope stability have been a concern.

**Sewers**

- 1. Provide agreement or information related to piping the canal and then discharging the overflow to the ditch on the east side of the property. This also relates to determining if Lots 1 and 2 are buildable and will not cause public safety issues.

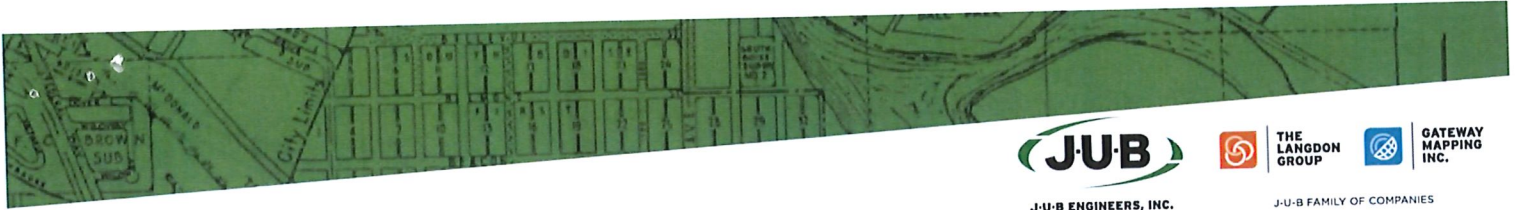
**Streets**

- 1. Fire truck turnaround will need to have 28' radius on each curve. Show and label this outline on the final plat.
- 2. Include the 20' access road on adjacent property on the plat to illustrate the emergency access that it provides.

**Engineering Drawings**

**Sheet 2**

- 1. Existing waterline in Buttercup Lane is an 8" waterline and should be noted on the drawings as such. It transitions to a 6" waterline at the intersection of Buttercup Lane and Spruce Drive.
- 2. Water service along Buttercup Lane west of Berry Lane may need to be modified to connect prior to the existing booster pump station (BPS). High pressures will occur if connected after the BPS that may cause concerns with future homeowners.
- 3. The open space lot still includes a sewer lateral and a water meter service. Please remove.
- 4. The overflow swale note in Lot 16 needs to be removed.



### Sheet 3

1. Note on drawings approximate locations where air release valves will be required.
2. Include the culvert crossing across Berry Drive in the profile view.

### Sheet 4

1. Include the culvert crossing across Calder Lane in the profile view.

### Sheet 5

1. Include the culvert crossing across Negus Lane in the profile view.

### Sheet 6

1. Additional information required in relation to the waterline at the end of Access Road. A waterline loop may be required to provide required vertical clearance with the irrigation pipe.

### Sheet 7

1. Culvert crossings need to be 18" in diameter.
2. Provide flared end sections on the culvert crossings.
3. Label the elevation of the ditch that the overflow will discharge into to verify that water will flow away from the property.
4. Where does the existing ditch discharge?
5. To provide appropriate freeboard, the proposed berm will need to be increased an additional foot if the required volume will be 3' deep. Current berm is only 3' deep maximum.

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

# 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-pe.com](mailto:oh@oh-pe.com)  
[www.oh-pe.com](http://www.oh-pe.com)

July 22, 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: *Buttercup Acres Subdivision 1 / Final Plat Review***  
***Our File: N - 4600.34***

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. Garden City Code § 11E-402(D)(2) requires that all subdivisions have a minimum of two entrances/exits. This requirement does not seem to be met for this project as currently proposed on the Plat.

2. Garden City Code § 11E-402(D)(6) requires that building setback lines be included in the plan. We could not see that the setback lines were included in the documentation for this development, and we recommend they be depicted on the Plat either graphically or textually.

3. Garden City Code § 11E-402(D)(16) requires that a plan be in place that ensures open space areas are adequately maintained. We wondered if the intent was to make lots 1-3 buildable lots given the location of the canal. Out of an abundance of caution we reference this in case those lots will be non-buildable and will be open space. If that is not the case, this item may be ignored.

4. Garden City Code § 11E-504(B)(3) and (B)(6) and State Code § 10-9a-603(1) require that the street address for each lot and the total area of each lot to be noted on the Plat. Those appear to be missing on the Plat.

5. Garden City Code § 11E-504(B)(14) requires the Plat be accompanied by a letter from the County Recorder certifying all property taxes are paid and current. We did not receive a copy of such a letter, but the Town should verify that has been done.

6. Garden City Code § 11E-504(B)(15) requires that the Plat display the location, dimension, and purpose of all easements, public or private. The Title Report suggests there are easements that may impact the subdivision, and the Town should verify, with the help of the Town Engineer, whether those easements should be depicted on the Plat and whether they negatively impact the project. Also, the Plat contains what appears to be a general PUE around the front of all lots, but we could not see that it was labeled anywhere. The Town should ensure the purpose of that easement is labeled and verify with the Town Engineer that the PUE is sufficient for the project.

7. Garden City Code § 11E-504(C)(11) requires a "current" title report to be reviewed. The title report provided to us shows Calders as the title holders, but the Plat shows Canson, LLC as the owner. We assume the property has been, or will be, transferred to Canson, LLC, but the Town should verify correct title before approving the Plat.

8. Garden City Code § 11E-504(C)(12) requires the developer provide a "Certification that all water rights have been transferred to the Town of Garden City." The Town should ensure this has been done.

9. 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 Town should ensure the two cul-de-sacs on the Plat are compliant with this provision or the fire authority has otherwise approved them.

10. Garden City Code § 11E-514(U) indicates that “open ditches or canals shall not be allowed within or adjoining a subdivision except along rear or side lot lines.” The Town should ensure this requirement is met with regard to the canal on the south end of the project.

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

SJT/tf

j:\sj\cities\garden city\04 - subdivisions\buttercup acres\final plat review checklist.garden city.10.2.18 (2).docx

# stewart title

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:

**DRAFT - NOT SIGNED**

Authorized Countersignature


Rich Land Title Company

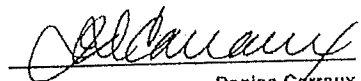
Company Name

Logan, UT

City, State



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary

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

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

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File No.: 101727  
008-UN ALTA Commitment For Title Insurance 8-1-16

AMERICAN  
LAND TITLE  
ASSOCIATION



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

Stewart Title Guaranty Company  
kc

**SCHEDULE A**

- |    |  |                       |                   |
|----|--|-----------------------|-------------------|
| 1. | Commitment Date: April 15, 2021 at 7:59 a.m.                               | Amount of Insurance   | Premium           |
| 2. | Policy or Policies to be issued:   | <b>\$1,500,000.00</b> | <b>\$4,352.00</b> |
|    | a. ALTA 2006 Homeowners Policy:<br>Proposed Insured:<br><b>CANSON, LLC</b> |                       |                   |
|    | b. ALTA 2006 Extended Loan Policy:<br>Proposed Insured:                    |                       |                   |
|    | c. Leasehold Policy:<br>Proposed Insured:                                  |                       |                   |
|    | d. Endorsements:   |                       |                   |
3. The estate or interest in the land described or referred to in this Commitment and covered herein is: **FEE SIMPLE**
4. Title to the estate or interest in said land is at the effective date hereof vested in:  
**NED and TAMALYN CALDER, husband and wife, as joint tenants and not as tenants in common, with full rights of survivorship.**
5. The land referred to in this Commitment is in the State of Utah, County of Rich, and is described as follows:  
**See Attached Exhibit A Legal Description**

We appreciate your business and thank you for choosing Rich Land Title Company.  
Please call your Title Officer, with any questions or concerns regarding this commitment.  
Your Title Officer will be Kristeen Christensen, Phone (435) 752-0582  
Your Escrow Officer will be assigned shortly, Phone (435)752-0582.

For informational purposes only.  
The property address is purported to be:  
576 South 700 West Street, Garden City, UT 84028  
Garden City, UT 84028



112 North Main Street  
Logan, UT 84321  
[www.HickmanTitle.com](http://www.HickmanTitle.com)

Stewart Title Guaranty Company  
kc

**SCHEDULE A****EXHIBIT A**  
Legal Description

Parcel 1: A parcel of ground located in the Southeast Quarter of Section 20, Township 14 North, Range 5 East of the Salt Lake Base and Meridian. Described as follows:  
Beginning at the Brass Cap Monument found at the common East Corner of Sections 20 and 29 Township 14 North, Range 5 East of the Salt Lake Base and Meridian, from which the Brass Cap Monument found at the East Quarter Corner of Section 20 Bears North 00°34'47" East 2722.80 feet and the Aluminum cap found at the Common Quarter Corner of said sections 20 and 29 bears South 89°51'00" West 2,631.76 feet, and running thence North 00°34'47" East 632.05 feet (North 630.8 feet by record and 627 feet by record of the Ned Calder parcel 41-20-000-0025 to a JSH bar and cap set at a point on the North side of fence; thence following the outside edge of said fence bordering said Calder parcel the following four courses, 1) North 89°09'17" West 680.70 feet (West 680.13 feet by record and West 693 by record of the Calder parcel to a JSH bar and cap; 2) Thence South 00°35'35" West 320.65 feet (South 320.19 feet by record) to a JSH bar and cap; 3) Thence North 89°10'40" West (West by record) 438.35 feet (451.94 feet by record and 441.54 feet by record of the Calder parcel to a JSH bar and cap; 4) Thence South 01°02'10" West (South by record) along the West edge of the North portion of the fence and the projection thereof 309.91 feet (South 310.53 feet by record and 310.2 feet by record of the Calder parcel) to a JSH bar and cap and the North line of vacated Lot 38 of the Buttercup Estates Subdivision and a line previously and erroneously described as being the Section Line; thence South 89°05'16" East 1121.59 feet (1134.54 feet by record) to the point of beginning.

SUBJECT TO AND TOGETHER WITH the following right-of-way; An access easement located in the Northeast Quarter of Section 29, Township 14 North, Range 5 East, Salt Lake Base and Meridian and in the Southeast Quarter of Section 20, Township 14 North, Range 5 East, Salt Lake Base and Meridian, 10 feet on each side of the following described centerline: 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, Salt Lake Base and Meridian, and running thence Easterly the following 4 courses to an intersection of a North-South boundary fence; North 73°31'20" East 125.83 feet, North 69°03'09" East 52.94 feet; North 55°23'48" East 44.55 feet; North 44°37'24" East 61.30 feet.

Parcel 2:  
Beginning at a point North 88°48'35" West 798.391 Feet from the Northeast Corner of Section 29, Township 14 North, Range 5 East, Salt Lake Base and Meridian, and running thence North 88°48'35" West along the North line of Section 29 for 535.00 feet to the former west line of Buttercup Estates Subdivision, as shown by the official plat thereof, filed August 23, 1984 as Filing No. 30272 in Book R4, Page 471 in the office of the Recorder of Rich County, Utah; thence South 0°41'55" West along said subdivision line 240.00 feet to the Southwest corner of former Lot 36; thence South 89°23'05" East 137.892 feet; thence easterly 24.604 feet along a curver being along the south line of Willow Way; thence North 76°31'04" East 175.667 feet; thence East-Northeast for 61.934 feet more or less to the Southwest corner of former Lot 41; thence North 70°35'41" East 172.045 feet; thence North 17°05'30" West 120.00 feet to the point of beginning.

Further described as that certain property formerly known as Lots 36-41 of Buttercup Estates Subdivision along with the contiguous platted roadway north of the open space, These Lots have now been vacated.



112 North Main Street  
Logan, UT 84321  
[www.HickmanTitle.com](http://www.HickmanTitle.com)

Stewart Title Guaranty Company  
kc

**SCHEDULE B**

**Section 1**

The following are the requirements to be complied with:

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

**NOTES:**

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

CANSON, LLC  
NED CALDER and TAMALYN E CALDER  
none



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

Stewart Title Guaranty Company  
kc

**SCHEDULE B**

**Section 1**

The Homeowner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:

**Covered Risk 16** (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

**Covered Risk 18** (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

**Covered Risk 19** (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

**Covered Risk 21** (Encroachment of boundary Walls or Fences) has a deductible of 1 % of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.



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**SCHEDULE B**

**Section 2**

**EXCEPTIONS**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes for the year 2021, and subsequent years, not yet due and payable.  
Tax Parcel No. 41-20-000-0025. 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



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**SCHEDULE B****Section 2**

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  
(Parcel 1)
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)



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**SCHEDULE B****Section 2**

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)



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**SCHEDULE B**

**Section 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.

**NOTES:**

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

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

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

**NOTICE TO APPLICANT AND/OR PROPOSED INSURED:**

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

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

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

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



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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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

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File No.: 101727

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

AMERICAN  
LAND TITLE  
ASSOCIATION



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

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

## STEWART TITLE GUARANTY COMPANY

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

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

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File No.: 101727

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



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Stewart Title Guaranty Company  
kc

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, it 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.

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

Barry L. Negus  
Barry L. Negus

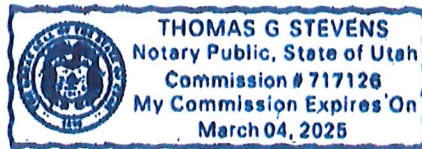
Elaine W. Negus  
Elaine W. Negus

**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.

[Signature]  
Notary Public



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: Equivilent 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.

Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

GARDEN CITY CANSON Developer  
\_\_\_\_\_  
GARDEN CITY LLC. By: \_\_\_\_\_

STATE OF UTAH )  
 :ss  
County of RICH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_ City Recorder, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Recorder GARDEN CITY Corporation.

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

STATE OF UTAH )  
 : ss  
County of RICH )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, \_\_\_\_\_ Developer, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

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

**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  
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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  
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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  
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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.
- 

**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.

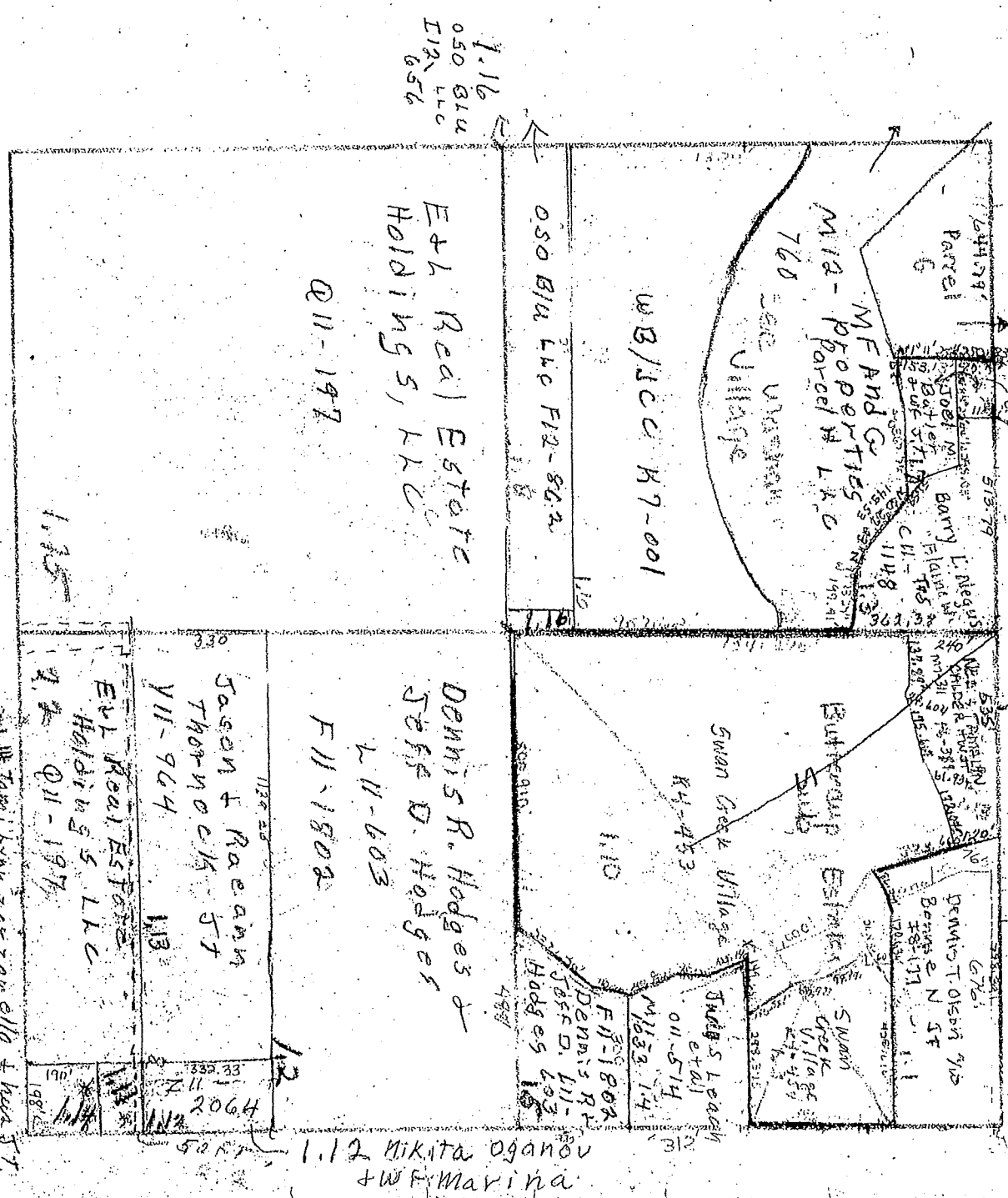
The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public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

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



112 North Main Street  
Logan, UT 84321  
[www.HickmanTitle.com](http://www.HickmanTitle.com)

NE 1/4 Section 29, Township 14 North, Range 3 East



1.16  
0.50 B/L  
E+L LLC  
6.56

E+L Real Estate Holdings, LLC

Q11-197

WB/JCC K7-001

0.50 B/L F12-822

Dennis R. Hodges & Jeff D. Hodges  
L11-603  
F11-1802

Jason & Rae Ann Thornock  
Y11-964

E+L Real Estate Holdings, LLC  
Q11-197

Scale: 1" = 400'

11th Town, Lynn, 207 Kanilla + Lucia St  
JERRY D. HARWOOD  
111 W. F. JENNELL ST, RFL 7477  
I10-514

1.12 Mikita Oganov & W.F. Marina

**SCHEDULE A**

---

1. Effective Date: April 15, 2021 at 4:16PM
2. Preliminary Title Report Only
3. The estate or interest in the land described or referred to in this Commitment and covered herein is: FEE SIMPLE
4. Title to the estate or interest in said land is at the effective date hereof vested in:  
  
**NED and TAMALYN CALDER, husband and wife, as joint tenants and not as tenants in common, with full rights of survivorship.**
5. The land referred to in this Commitment is in the State of Utah, County of Rich, and is described as follows:  
  
**See Attached Exhibit A Legal Description**

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

For informational purposes only.  
The property address is purported to be:  
576 South 700 West Street, Garden City, UT 84028  
, Garden City, UT 84028



112 North Main Street  
Logan, UT 84321  
[www.HickmanTitle.com](http://www.HickmanTitle.com)

**SCHEDULE B**

**Section 1**

The following are the requirements to be complied with:

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

**NOTES:**

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

CANSON, LLC

NED CALDER and TAMALYN E CALDER

none

**The Homeowner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:**

**Covered Risk 16** (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

**Covered Risk 18** (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

**Covered Risk 19** (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

**Covered Risk 21** (Encroachment of boundary Walls or Fences) has a deductible of 1 % of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.



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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."  
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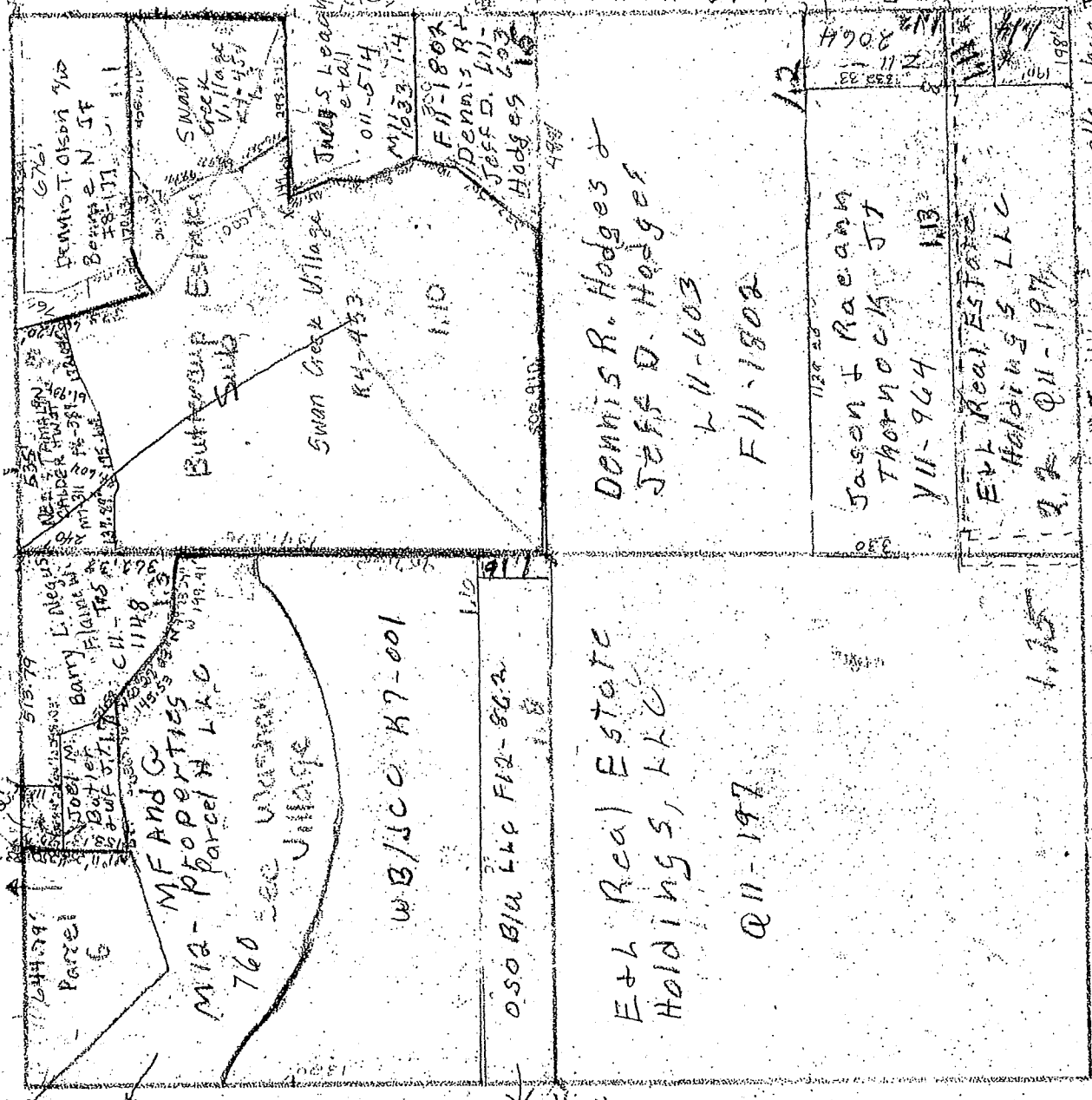
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NE 1/4 Section 29, Township 14 North, Range 1 East



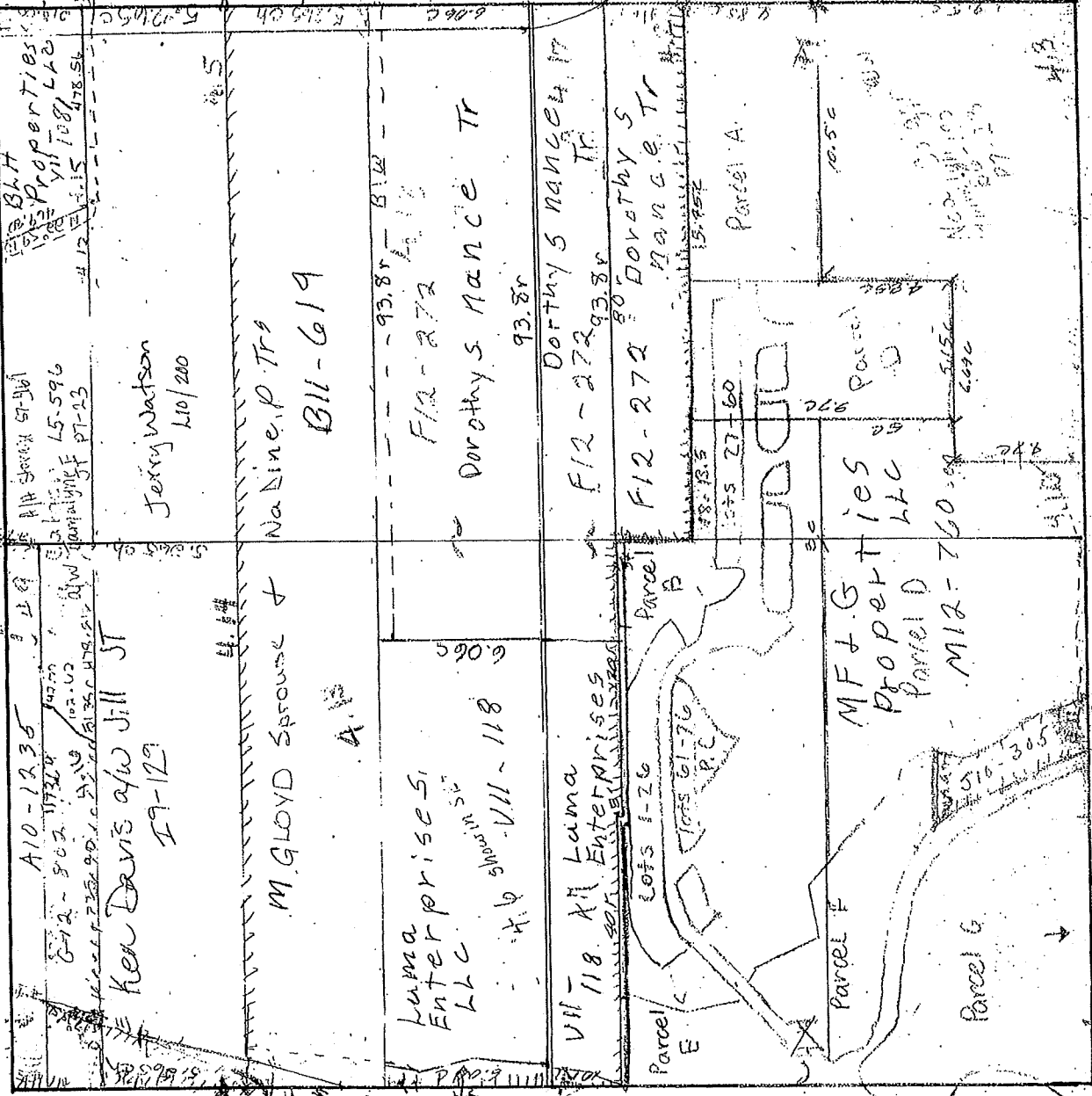
1.12 Mikita Oganov + W.F. Marina

1.16  
050 Blw LLC  
I12-456  
656

Scale: 1" = 400'

Tami Lynn Zorzonello + husband I10-514  
Jason F. Raean I10-514  
W.F. Samuelson, Jr. R11-7477

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



B.H.H. Properties  
 10000 YV 1081 L42  
 10000 YV 1081 L43  
 4.12 15.15 478.56  
 5.12 15.15 478.56

All Service 57-361  
 10000 YV 1081 L42  
 10000 YV 1081 L43  
 4.12 15.15 478.56

Jerry Watson  
 L10/200

A10-1235  
 6-12-802-17324  
 Ken Davis a/w Jill JT  
 I9-129

Na Line, P. Trs  
 B11-619

M. GLOYD Sprouse &  
 A.P.

Luma Enterprises LLC  
 4.6 Shaws  
 V11-118

V11-118 M. Luma  
 K.M. Enterprises  
 Lots 61-70 P.C.

Dorothy S. Nance Tr  
 F12-272 93.8r  
 Dorothy S. Nance  
 F12-272 93.8r  
 Dorothy S. Nance Tr  
 F12-272 93.8r  
 Dorothy S. Nance Tr  
 F12-272 93.8r

M.F.G. Properties LLC  
 Parcel D  
 M12-760-88

Parcel A  
 10.56

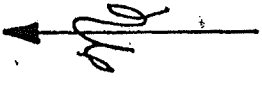
Parcel F  
 510-305

Parcel G

Edward A &  
 Tina K. Price  
 A10-1618

M. Grace  
 23-33

Ralph Anderson  
 Susan Craft  
 G12-802



Barry & Elaine W.  
 Neg. 45 Trs  
 510-305

Scale 1" = 400'