

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: Long Ridge @ Bear Lake Phase 6 Current Zone: HE Proposed Zone: _____

Property Address: Approx 100 to 500 West and 1100 to 1300 South, Garden City, UT

Parcel # 41 - 28 - 00 - 016 and*

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

E-mail address: jeffjorg2@gmail.com

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

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

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

Property Owner of Record (if different): JK & NB Hansen Family Trust Phone #: 435-757-7674

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

Project Start date: Summer 2022 Completion date: Summer 2023

Describe the proposed project as it should be presented to the hearing body and in the public notices.
This is Phase 6 on the ongoing Long Ridge @ Bear Lake Subdivision. It consists of twenty-seven single family residential lots using the density-based subdivision option.

* The property to be subdivided is within two different parcels, part of 41-28-000-0016 and the remaining parcel of 41-29-000-0008

Prelim.

Lot Size in acres or square feet: 24.747 ac Number of dwellings or lots: 27 lots

Non-residential building size: N/A

I certify that the information contained in this application and supporting materials is correct and accurate. I have read and understand the requirements and deadlines associated with this application.

[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.**

Randall Johnson Manager
Signature of Owner of Record

Bonnie Jorgensen manager
Signature of Owner of Record

Email Form

Signature of Owner of Record

Office Use Only	
Date Received:	<u>4-22-22</u>
Fee:	<u>3000.00</u>
By:	<u>Long Ridge</u>

Common Open Space Ownership, Care and Maintenance Plan

Long Ridge @ Bear Lake Subdivision, Phase Six

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

There will be two designated open space areas within the boundaries of Long Ridge @ Bear Lake Subdivision, Phase Six for stormwater detention/retention. The first is the area just south of Lot 60 which will be owned by the Hansen Family Trust and will detain the water from the majority of the subdivision in the pond which straddles the property line with Lot 43 in Phase 5. Another, smaller designated area for a retention pond for storm water collected will be owned and maintained by the owners of Lot 64. After the detention ponds have been dug out and shaped, and the topsoil replaced thereon, the areas will be re-seeded with a natural seed mixture to match the existing undisturbed, surrounding areas and left in a natural state. The only maintenance of the area that will be required shall be noxious weed control as needed and will be the responsibility of the owner of the property. The owners may landscape the area if they so desire as long as they keep the adequate capacity in the detention ponds and allow access for maintenance if required.

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

This Development Agreement is entered into as of this _____ day of _____ 2022, by and between the LONG RIDGE @ BEAR LAKE LLC (the “Owner” or “Developer” interchangeably hereafter), as the owner and developer of a residential subdivision project known as LONG RIDGE @ BEAR LAKE Subdivision – PHASE SIX, (the “Project” hereafter), and Garden City, Utah, a municipality and political subdivision of the State of Utah.

R E C I T A L S:

Developer owns approximately 25.75 acres of real property located within the municipal boundaries of Garden City, Utah, as more fully described in Exhibit A (the Property), on which it proposes the development of the Project as described herein.

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

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

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

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

ARTICLE 1

Responsibilities and Rights of Developer

1.1. Vested Rights and Reserved Legislative Powers.

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

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

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

- 1) The fee-simple land provided for and labeled Moonlight Drive within Phase Six of the subdivision.
- 2) The fee-simple land provided for and labeled North Star Way within Phase Six of the subdivision.
- 3) The fee-simple land provided for and labeled Sunset Circle Drive within Phase Six of the subdivision and intended to eventually connect to Phase 7 of the Subdivision.
- 4) The fee-simple land provided for and labeled Homestead Road (Future Paradise Parkway) within Phase Six of the subdivision and connecting to Phases 2, and 4 of the Subdivision.

1.2.2. Infrastructure Improvements within the Development

1.2.2.1. Roads:

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

1.2.2.1.2. Gravel Access Roads: Developer shall construct, or cause to be constructed in accordance with the City Laws and City's design and construction standards, at the Developer's cost and expense the gravel access road as shown on the Final Plat and Exhibit C and labeled as Homestead Road (Future Paradise Parkway) within Phase Six which connects to the previously constructed Homestead Road within Phases 2 and 4.

1.2.2.2. Culinary Water:

1.2.2.2.1 Main Culinary Waterlines within Project: The Developer shall construct or cause to be constructed at the Developer's cost and expense all of the culinary water main lines within the Project, and as required beyond the Project area in order to connect to the existing culinary water main lines in the Long Ridge @ Bear Lake Phases 4 and 5 Subdivision. Additionally, the Developer has constructed or shall construct the culinary water service lines to each lot within this Project in accordance with the City's Culinary Water Master Plan.

1.2.2.2.2 Transfer of Water Rights for Project: The Developer shall transfer to the City sufficient water rights in order to comply with the city's requirements in accordance with City Code 13A-1300. That amount for Phase 6 is hereby agreed to be 20.38 acre-feet – 0.755 acre feet per lot. The Developer shall transfer to the City 20.38 acre-feet of water rights, for this Phase 6 requirement.

1.2.2.3. Sewer: The Developer shall construct or cause to be constructed at the Developer's cost and expense all of the sanitary sewer main lines and service lines to each lot within the Project, and as required beyond the Project area in order to connect to the existing sewer main lines in Phase 5 and thence connecting to the existing sewer main in Bear Lake Boulevard.

1.2.2.4. Storm Water System: The Developer shall construct or cause to be constructed at the Developer's cost and expense all of the storm water control elements necessary to control the storm water runoff from Phase 6.

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

1) A set of two easements totaling approximate 75-foot by 390-foot storm water easement for the land north and northeast of Lot 43 within parcels 41-2-000-0016 and 41-28-000-0128 to detain storm water and convey the same to the swamp area within parcel 41-28-000-0128 as depicted on the subdivision plat. These easements were established through a "Grant of Utility Systems Easement" by the trustees of the John K. Hansen and Noreen Beck Hansen Family Trust. The easement was dated July 9, 2021 and recorded as filing number 100610.

2) An approximate 45-foot by 241-foot storm water easement within the no-build area on the north edge of Lot 43 to detain storm water and convey the same to the swamp area within parcel 41-28-000-0128 as depicted on the Phase 5 subdivision plat. This easement was established with the signing of the Phase 5 subdivision plat.

3) A ten-foot-wide easement on the north side of lot 64 and the common property line between lots 64 and 65 to convey storm water from the cul-de-sac at the north end of North Star Way, and

detain storm water within the northeast corner of Lot 64 as depicted on the subdivision plat. This easement shall be established with the signing of the Phase 6 subdivision plat.

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

1.2.2.6. Guarantee of Completion.

Before recording of the Final Plat, Developer shall tender to City a financial guarantee or security in the form of a cash bond in the amount of the estimated costs of all improvements not completed by the Developer and approved by the City Engineer and/or the City Public Works Director at the time of recording the Final Plat, as determined by the City Engineer, plus an additional amount in cash equal to 10% of the estimated costs of *all* the improvements the Developer is required to install pursuant to this Agreement as a one-year warranty bond for all of the improvements. The Security must be approved by the City Attorney and must provide that City has immediate access to the Security proceeds without unreasonable conditions. The Security proceeds may be released at intervals determined by the City Engineer upon the request of Developer as improvements are completed and are free from liens. The amount of the release shall be determined by City. Such requests for release may be made only once every thirty (30) days and no release shall be authorized until such time as City has inspected the improvements and found them to be in compliance with City's standards. In the event that Developer fails or neglects to fulfill the obligations under this Agreement, City shall have the right to construct or cause to be constructed any improvements required by this Agreement, the City Laws, or City's Design and Construction Standards, and upon completion of said improvements, Developer shall be liable to pay to, and indemnify City for, the final total cost incurred by City, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement, which said sums are secured by the Security.

1.2.2.7. Guarantee of Improvements.

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

final total cost incurred by City, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the breach of Developer Guarantee provided in this Section, which said sums are secured by the Guarantee Security.

ARTICLE 2

Rights and Responsibilities of City

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

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

2.3. Public Improvements Provided by City.

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

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

ARTICLE 3

Application Approval Process

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

ARTICLE 4

Land-Use Parameters

4.1. Parties agree the total acreage of the proposed Project to be plus or minus about 25.75 acres. Parties also agree that the project shall be allowed with a total number of lots within the 25.75 acres of the Development which shall not exceed twenty-seven (27) lots, and the project is planned for twenty-seven (27) lots. The general parameters for developing this Development shall be in accordance with Chapter 11C-1450 HE, Hillside Estates Zone, using the Density Based Subdivision Option. The portions of the Remaining Parcel of parcel 41-29-000-0008 following the acreage removed for Long Ridge @ Bear Lake Subdivision Phase 6, including any area dedicated for road rights-of-way, shall be designated as "Undeveloped Parcels" and may be used for future development in accordance with the approved Concept Plan.

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

4.1.2. The land area of the proposed Project includes approximately 2.84 acres of land designated as Non-Buildable as defined in Chapter 11A-200 A. and includes a combination of steep slope areas, natural drainage areas, and canal maintenance easements. The Designated No-Build area within the Project shall be shown on the Subdivision Plat with notes thereon indicating that the land is designated as limited in its use. As such, construction is prohibited therein, excepting that 1) fences that do not obstruct the natural drainage or access to the canal for maintenance, 2) landscaping elements, and 3) underground utilities *may be* constructed within the Non-Buildable Area.

ARTICLE 5

General Terms and Conditions

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

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

5.3. Invalid Provisions. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with City Laws. The parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed

amended to the extent necessary to make it consistent with City Laws, as the case may be, and the balance of this Agreement shall remain in full force and effect.

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

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

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

If to Developer:

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

With a copy to:

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

If to City:

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

With a copy to:

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

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

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

5.9. Transfer of Development.

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

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

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

Developer

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

By: _____
Randall John Hansen

Its: Manager

STATE OF UTAH)
 : ss.
COUNTY of RICH)

On the _____ day of _____, 2022, personally appeared before me Randall John Hansen, Manager of the LONG RIDGE @ BEAR LAKE LLC, one of the signers of the within instrument, who duly acknowledged to me that he is authorized to execute this Agreement on behalf of said LLC.

NOTARY PUBLIC

By: _____
Bonnie Jorgensen
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY of CACHE)

On the _____ day of _____, 2022, personally appeared before me Bonnie Jorgensen, Manager of the LONG RIDGE @ BEAR LAKE LLC, one of the signers of the within instrument, who duly acknowledged to me that she is authorized to execute this Agreement on behalf of said LLC.

NOTARY PUBLIC

JOHN K HANSEN AND NORREN BECK HANSEN FAMILY TRUST

Randall J. Hansen, Trustee

Bonnie H. Jorgensen, Trustee

By: _____
Randall J. Hansen, Trustee

Its: Manager

STATE OF UTAH)
 : ss.
COUNTY of RICH)

On the ____ day of _____, 2022, personally appeared before me Randall J. Hansen, Co-Trustee of the JOHN K HANSEN AND NORREN BECK HANSEN FAMILY TRUST, one of the signers of the within instrument, who duly acknowledged to me that he is authorized to execute this Agreement on behalf of said Trust.

NOTARY PUBLIC

By: _____
Bonnie H. Jorgensen, Co-Trustee

STATE OF UTAH)
 : ss.
COUNTY of CACHE)

On the ____ day of _____, 2022, personally appeared before me Bonnie H. Jorgensen, Co-Trustee of the JOHN K HANSEN AND NORREN BECK HANSEN FAMILY TRUST, one of the signers of the within instrument, who duly acknowledged to me that she is authorized to execute this Agreement on behalf of said Trust.

NOTARY PUBLIC

Garden City

Attest:

By: _____

Mike Leonhardt

Its: Mayor

Cathy Rasmussen, City Recorder

STATE OF UTAH)

: ss.

County of RICH)

On the _____ day of _____, 2022, personally appeared before me Mike Leonhardt as Mayor of GARDEN CITY, the signer of the within instrument, who duly acknowledged to me that he executed the same with city approval and authority.

NOTARY PUBLIC

STATE OF UTAH)

: ss.

County of RICH)

On the _____ day of _____, 2022, personally appeared before me Cathy Rasmussen, as City Recorder of GARDEN CITY, the signer of the within instrument, who duly acknowledged to me that he executed the same with city approval and authority.

NOTARY PUBLIC

Exhibit A

Legal Property Description:

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

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

Containing approximately 40 acres

Less the approximate 13.9 acres in the Long Ridge @ Bear Lake Subdivision Phases 4 and 5.

AND

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

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

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

Containing 773,403 Square Feet or 17.755 Acres.

Less the approximate 7.76 acres in the Long Ridge @ Bear Lake Subdivision Phase 5.

Exhibit B

Concept Plan Map

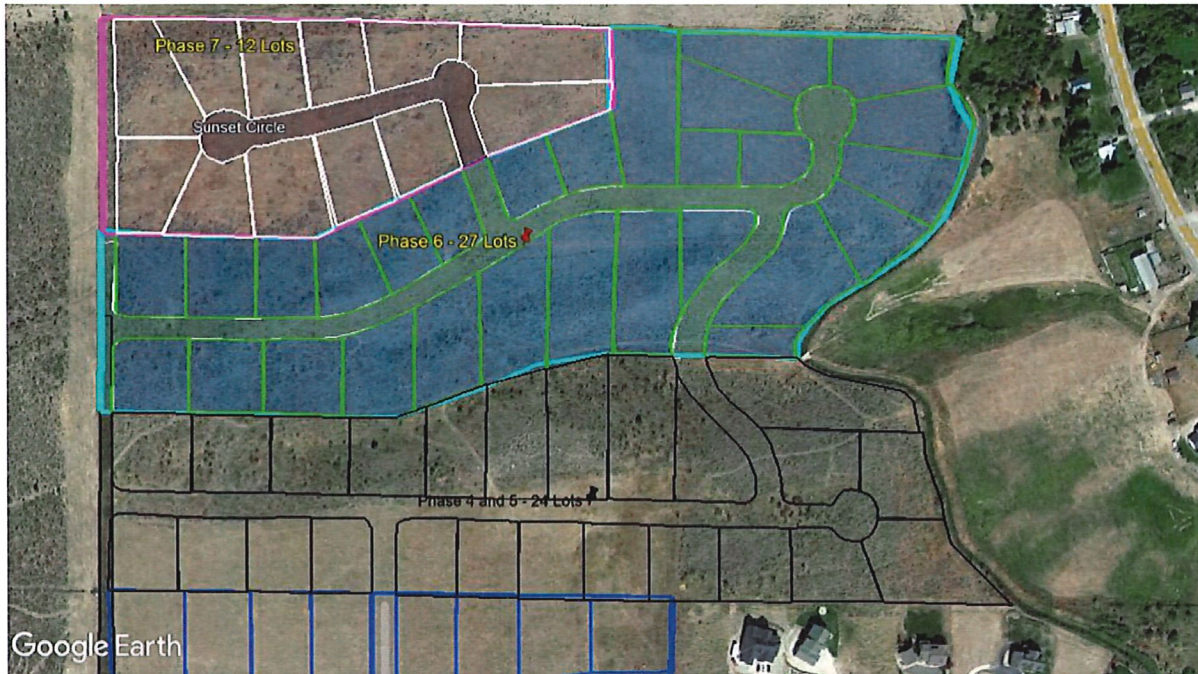


EXHIBIT C

Land (Roadways) to be Dedicated Fee Simple to City in this Phase are labeled as Moonlight Drive, North Star Way, and a portion of Sunset Circle, as highlighted in white.

