

Garden City

TC Approval

Temp Approval

martell

Business License Application

PO Box 207 • 69 N. Paradise Parkway • Garden City, Utah 84028

www.gardencityut.us • 435-946-2901 • 435-946-8852 Fax

Business Status: (check all that apply)	☒ New Business	License Fee: Business License Fee #100 PD CC, SF Transient License Fee Concessionaire Fee Additional Location Other Beach Vendor License also requires a BCI background check
	☐ Additional Location # _____	
	☐ Name Change	
	☐ Ownership Change	
	☐ Location Change	
	☐ Transient Vendor	
☐ Concessionaire Vendor		

Official Use Only:

Planning Commission:	☐ Approved	☐ Not Approved	Date: _____
Town Council:	☐ Approved	☐ Not Approved	Date: _____
Inspections: Building Insp.:	☐ Initial	Date: _____	☐ Final Date: _____
Fire Inspection:	☐ Initial	Date: _____	☐ Final Date: _____

Comments:

Zone:	☐ Commercial 1 2 3	☒ Residential	☐ Beach Devel.	☐ Other _____
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Business Name:	Buttercup Homes LLC
If name change, previous name:	_____
Location Address:	558 Maple Dr
City, State & Zip:	garden City Utah 84028
Business Phone:	720-618-8286
Cell Phone:	_____
Mailing Address:	2167 e 6720 s
City, State & Zip:	SLC ut 84121
E-mail Address:	thurmondd13@gmail.com
Owners Name:	thurmond dressen
Owners Location:	2167 e 6720 s
City, State & Zip:	slc ut 84121
Phone:	720-618-8286
Cell Phone:	_____

Kind of Business	☐ Retail	☒ Lodging	☐ Restaurant
	☐ Professional	☐ Contractor	☐ Other

Briefly Describe Your Business:	Short term rentals
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Utah State Sales Tax Number:	1550423-003-stc
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Ut State Professional License No.	85-4110788
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Will you be installing a sign?:	☐ Yes ☒ No
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This is an application for a business license; the actual license will be issued only when All inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, Thurmond Dressen hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule.

Business License Fees are non-refundable.

Owners Signature: [Signature] Date: 6-1-2022

Please print your name: thurmond Dressen

TC Approval

KMY Approval

Garden City Business License Application

PO Box 207 • 69 N. Paradise Parkway • Garden City, Utah 84028
www.gardencityut.us • 435-946-2901 • 435-946-8852 Fax

Pat ✓
~~Pat~~
Martell ✓
Pd. #100.00 CC

Business Status: ☒ New Business (check all that apply) ☐ Additional Location # _____ ☐ Name Change ☐ Ownership Change ☐ Location Change ☐ Transient Vendor ☐ Concessionaire Vendor	License Fee: Business License Fee <u>Pd. #100.00</u> Transient License Fee _____ Concessionaire Fee _____ Additional Location _____ Other _____ Beach Vendor License also requires a BCI background check
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Official Use Only:

Planning Commission:	☐ Approved	☐ Not Approved	Date: _____
Town Council:	☐ Approved	☐ Not Approved	Date: _____
Inspections: Building Insp.:	☐ Initial	Date: _____	☐ Final Date: _____
Fire Inspection:	☐ Initial	Date: _____	☐ Final Date: _____

Comments:

Zone: ☐ Commercial 1 2 3 ☒ Residential ☐ Beach Devel. ☐ Other _____

Business Name:	Shawn Cook
If name change, previous name:	_____
Location Address:	P.O. box 13
City, State & Zip:	Garden City, Utah 84028
Business Phone:	805 559 2327
Cell Phone:	805 559 2327
Mailing Address:	P.O. Box 13
City, State & Zip:	Garden City, Utah 84028
E-mail Address:	Shawncook60@gmail.com

Owners Name:	shawn cook
Owners Location:	P.O. Box 13
City, State & Zip:	Garden City, Utah 84028
Phone:	805 559 2327
Cell Phone:	805 559 2327

Kind of Business	☐ Retail	☒ Lodging	☐ Restaurant
	☐ Professional	☐ Contractor	☐ Other

Briefly Describe Your Business: SHORT TERM RENTAL

Utah State Sales Tax Number: 15272308-002-STC

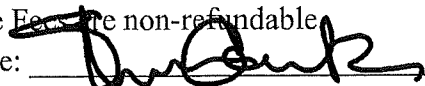
Ut State Professional License No. _____

Will you be installing a sign?: ☐ Yes ☒ No

This is an application for a business license; the actual license will be issued only when All inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, SHAWN COOK hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule.

Business License Fees are non-refundable

Owners Signature:  Date: 6/14/22

Please print your name: SHAWN COOK

TC Approval

Temp Approval

Garden City

Pat ✓
Martell ✓

Business License Application

PO Box 207 • 69 N. Paradise Parkway • Garden City, Utah 84028

www.gardencityut.us • 435-946-2901 • 435-946-8852 Fax

Business Status: (check all that apply)	☒ New Business	License Fee: Business License Fee 100.00 Transient License Fee _____ Concessionaire Fee _____ Additional Location _____ Other _____ Beach Vendor License also requires a BCI background check
	☐ Additional Location # _____	
	☐ Name Change	
	☐ Ownership Change	
	☐ Location Change	
	☐ Transient Vendor	
☐ Concessionaire Vendor		

Pl.
cc
SA

Official Use Only:

Planning Commission:	☐ Approved	☐ Not Approved	Date: _____
Town Council:	☐ Approved	☐ Not Approved	Date: _____
Inspections: Building Insp.:	☐ Initial	Date: _____	☐ Final Date: _____
Fire Inspection:	☐ Initial	Date: _____	☐ Final Date: _____

Comments:

Zone:	☐ Commercial 1 2 3	☐ Residential	☐ Beach Devel.	☐ Other _____
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Business Name:	Bear Lake Fitness
If name change, previous name:	_____
Location Address:	325 W Logan RD
City, State & Zip:	Garden City, Utah 84028
Business Phone:	_____
Cell Phone:	435-258-8737, 208-530-3248
Mailing Address:	PO Box 507
City, State & Zip:	Garden City, Utah 84028
E-mail Address:	astokes2121@gmail.com
Owners Name:	Andrew and Jamie Stokes
Owners Location:	110 N 700 W
City, State & Zip:	Garden City Utah, 84028
Phone:	_____
Cell Phone:	208-530-3248 435-258-8718

Kind of Business	☐ Retail	☐ Lodging	☐ Restaurant
	☐ Professional	☐ Contractor	☒ Other

Briefly Describe Your Business:	operating the gym next to Bear Lake community Health Center
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Utah State Sales Tax Number:	_____
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Ut State Professional License No.	_____
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Will you be installing a sign?:	☐ Yes ☒ No
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This is an application for a business license; the actual license will be issued only when **All** inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, Andrew and Jamie Stokes hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule. Business License Fees are non-refundable.

Owners Signature: Jamie Stokes Andrew Stokes Date: 6/3/2022

Please print your name: Andrew and Jamie Stokes

TC Approval

BL Temp Approval

mayor approves foodtruck

Pat ✓
Martell ✓

Garden City Business License Application

PO Box 207 • 69 N. Paradise Parkway • Garden City, Utah 84028
www.gardencityut.us • 435-946-2901 • 435-946-8852 Fax

Business Status: (check all that apply)	☒ New Business	License Fee: Business License Fee \$100.00 Transient License Fee _____ Concessionaire Fee _____ Additional Location _____ Other - Food Truck \$90.00 Beach Vendor License also requires a BCI background check
	☐ Additional Location # _____	
	☐ Name Change	
	☐ Ownership Change	
	☐ Location Change	
☐ Transient Vendor		
☒ Concessionaire Vendor		

Official Use Only:

Planning Commission:	☐ Approved	☐ Not Approved	Date: _____
Town Council:	☐ Approved	☐ Not Approved	Date: _____
Inspections: Building Insp.:	☐ Initial	Date: _____	☐ Final Date: _____
Fire Inspection:	☐ Initial	Date: _____	☐ Final Date: _____

Comments:

Zone: ☒ Commercial 1 2 3 ☐ Residential ☐ Beach Devel. ☐ Other _____

Business Name: Salty Bear

If name change, previous name: _____

Location Address: 2295 S Paintbrush Dr

City, State & Zip: Garden City, UT 84028

Business Phone: _____

Cell Phone: 206-200-9977 253-448-7057 - Amanda

Mailing Address: PO Box 227

City, State & Zip: Garden City, UT 84028

E-mail Address: ryanandamanda7@gmail.com

Owners Name: Ryan and Amanda Walker

Owners Location: 2295 S Paintbrush Dr

City, State & Zip: Garden City, UT 84028

Phone: _____

Cell Phone: 206-200-9977

Kind of Business

☐ Retail	☐ Lodging	☐ Restaurant
☐ Professional	☐ Contractor	☒ Other

Briefly Describe Your Business: Food trailer serving hot food and soda

Utah State Sales Tax Number: 15510707-003-STC

Ut State Professional License No. _____

Will you be installing a sign?: ☐ Yes ☒ No

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I, We, Ryan and Amanda Walker hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule. Business License Fees are non-refundable.

Owners Signature: Ryan Walker Signature of Ryan Walker **Date:** 04/11/2022

Please print your name: Ryan Walker Amanda Walker

Application for Project Review
Garden City, Utah

TOWN
COUNCIL

REVIEWED JUL 14 2022

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: Conestoga Ranch Expansion Current Zone: RSD Proposed Zone: _____

Property Address: 427 North Paradise Parkway

Parcel # _____ - _____ - _____ - _____

Contact Person: Seth Porter Phone #: 801-573-9016

E-mail address: seth.porter@conestogaranch.com

Mailing Address: PO Box 512 Garden City Utah 84028

Applicant (if different): _____ Phone #: _____

Mailing Address: _____

Property Owner of Record (if different): Smart Construction Phone #: 435 770 2084

By: _____

KEY NOTES:

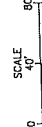
- 1 EXISTING WATER MAIN
- 2 EXISTING SEWER MAIN
- 3 EXISTING DRAINAGE
- 4 EXISTING CANAL
- 5 EXISTING FENCE
- 6 8" WATER LINE
- 7 4" WATER LINE
- 8 8" SEWER LINE
- 9 STORM DRAIN PIPE
- 10 20" GRAVEL ROAD - ONE WAY
- 11 5" CONCRETE SIDEWALK
- 12 5" GRAVEL WALKING PATH
- 13 FIRE HYDRANT
- 14 EXISTING FIRE HYDRANT
- 15 PROPOSED DRAINAGE
- 16 24" BUBBLE UP BOX FOR OVERFLOW - EXACT LOCATION TO BE COORDINATED WITH GARDEN CITY BASED ON ALIGNMENT OF FUTURE TRAIL

GENERAL NOTE:

1. CONESTOGA RANCH TO PROVIDE TRAIL ALONG 300' W. WHICH ALIGNS WITH PROPOSED TRAIL TO THE NORTH. PROVIDE BRIDGEWAY WITH AT EACH CUBIN, PROVIDE BRIDGEWAY WITH MINIMUM OF 2 PARKING SPOTS

HATCH LEGEND:

- PROPOSED BUILDING
- PROPOSED CONCRETE
- EXISTING ROAD OR PARKING AREA
- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL ROADWAY / TRAIL
- ROAD EXCEEDS BK GRADE



811 Know what's below. Call before you dig. 1-800-662-4111

SUNRISE ENGINEERING

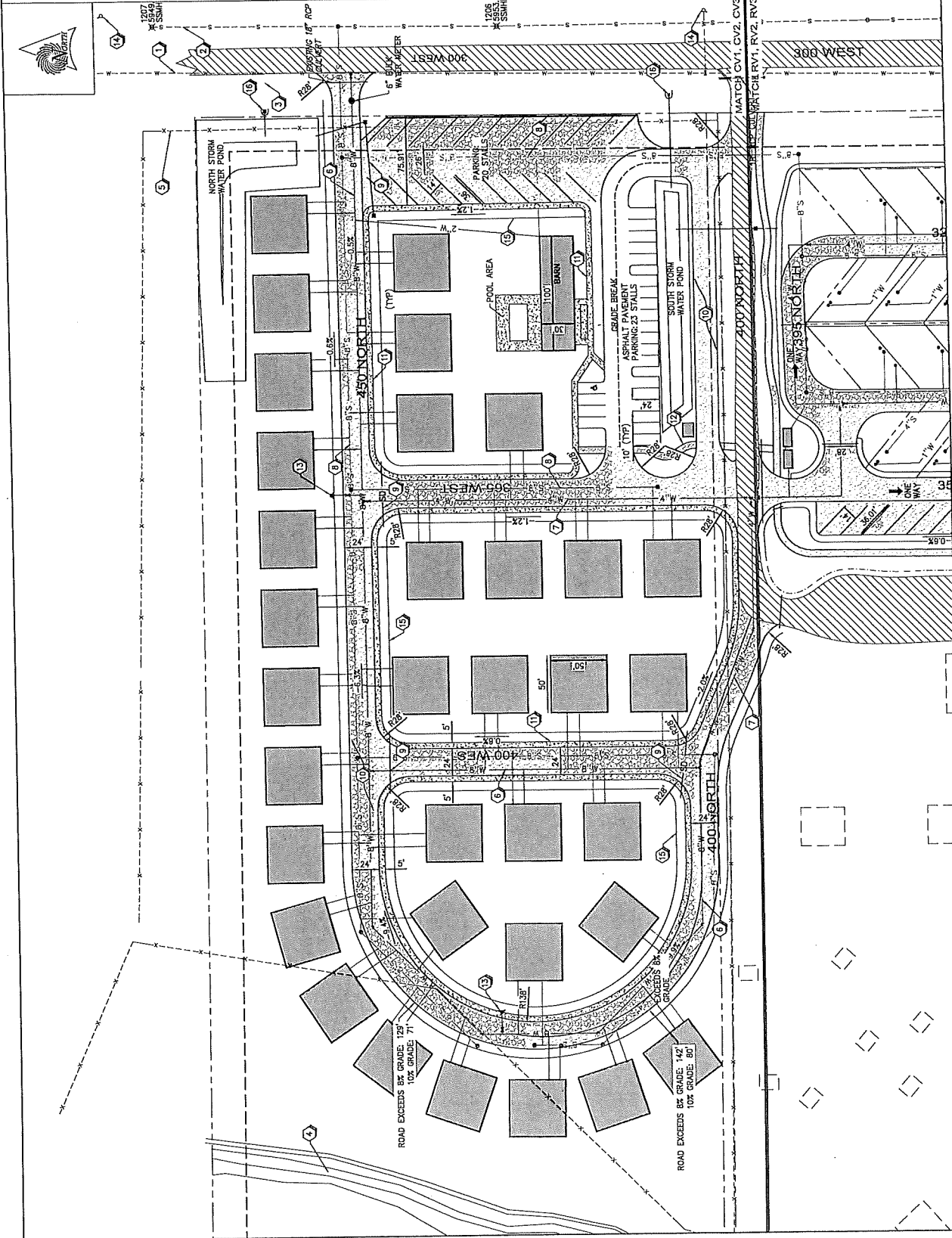
1000 NORTH MAIN STREET
NORTH LODGE, UTAH 82404
TEL: 435.563.3700
WWW.SUNRISE-UTAH.COM

CONESTOGA RANCH PUD

CABIN VILLAGE

PRE-PLAT EXHIBIT

REV NO.	DATE	DESCRIPTION	SHEET NO.
PP1	6/2/22	SA	PP1

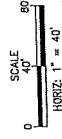


KEY NOTES:

- 1 EXISTING WATER MAIN
- 2 EXISTING SEWER MAIN
- 3 EXISTING DRAINAGE
- 4 EXISTING CANAL
- 5 EXISTING FENCE
- 6 8" WATER LINE
- 7 4" WATER LINE
- 8 6" SEWER LINE
- 9 STORM DRAIN PIPE
- 10 20' GRAVEL ROAD - ONE WAY
- 11 5' CONCRETE SIDEWALK
- 12 5' GRAVEL WALKING PATH
- 13 FIRE HYDRANT
- 14 EXISTING FIRE HYDRANT
- 15 PROPOSED DRAINAGE
- 16 2'x2' BUBBLE UP BOX FOR OVERFLOW

HATCH LEGEND:

- PROPOSED BUILDING
- PROPOSED CONCRETE
- EXISTING ROAD OR PARKING AREA
- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL ROADWAY / TRAIL



811
Know what's below.
Call before you dig.
1-800-662-4111

SUNRISE ENGINEERING
3208 NORTH MAIN STREET
NORTH LOGAN, UTAH 84301
www.sunrise-eng.com

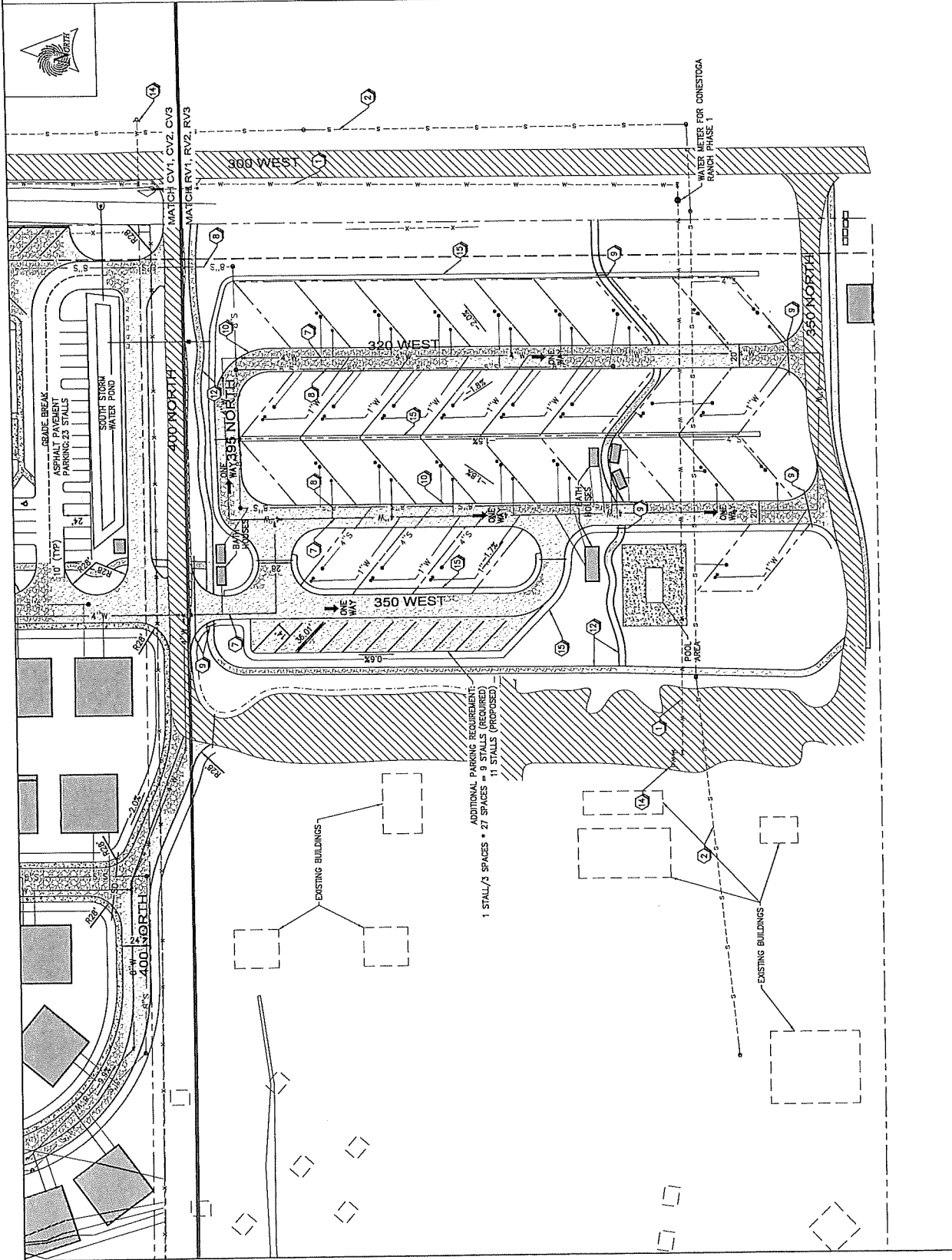
UTAH PROFESSIONAL ENGINEERING
No. 34625
Scott L. Archibald
2017 IT 2018

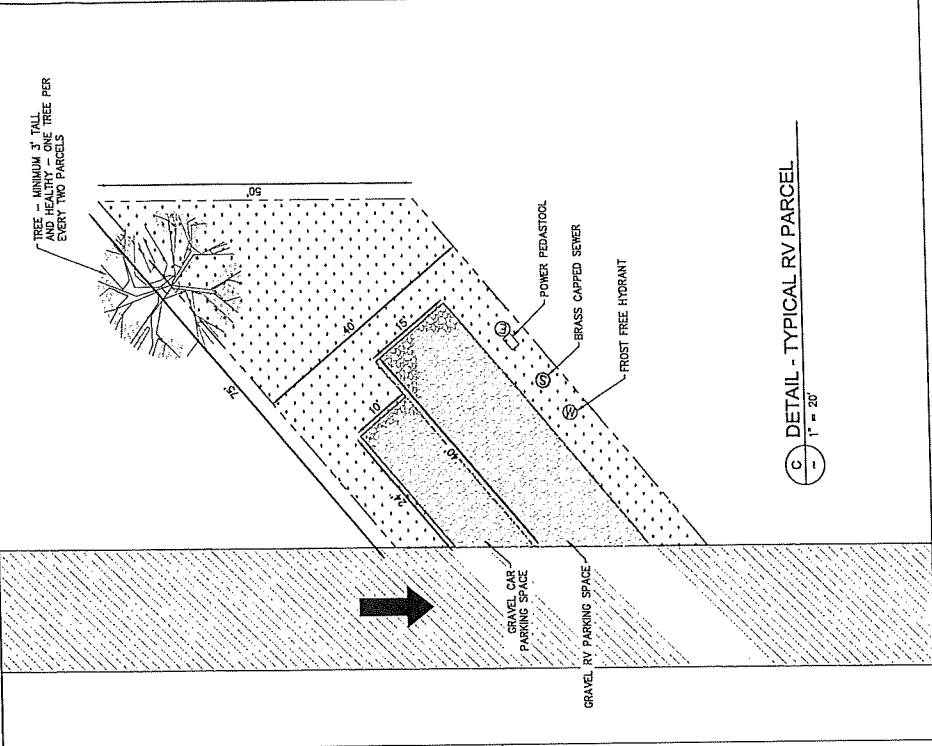
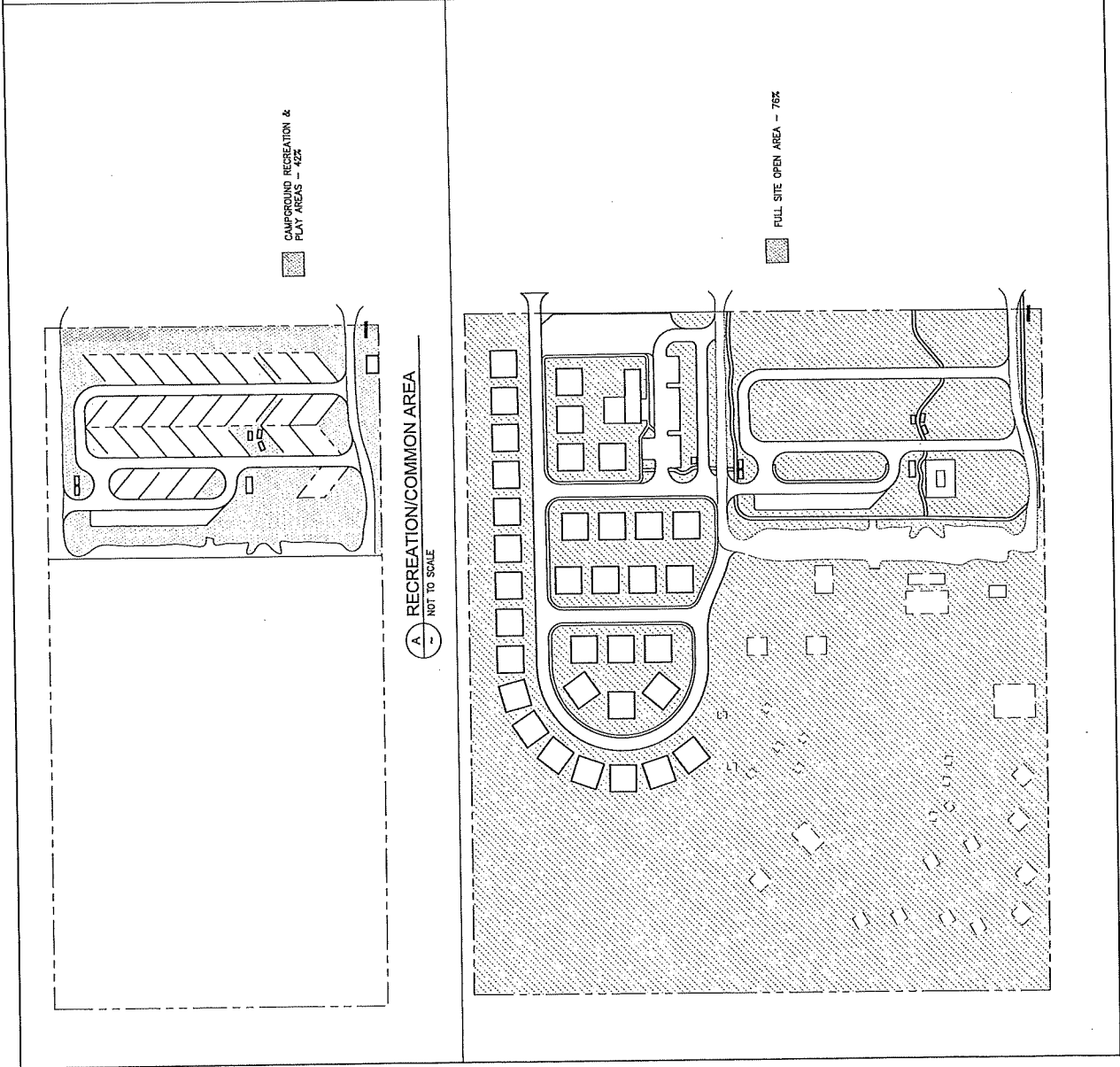
CONESTOGA RANCH PUD

CABIN VILLAGE
PRE-PLAT EXHIBIT

CD NO. 07893 DRAWN SWK CHECKED SJA SKETCHED SJA DATE 6/6/22

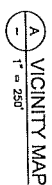
PP2





**SUNRISE
ENGINEERING**

2100 NORTH MAIN STREET
NORTH LOGAN, UTAH 84341
TEL 435.563.3734
WWW.SUNRISE-ENG.COM



P:\Corestoga Ranch\07B93 Corestoga Ranch\DWG\Sheets\CR-Final Exhibit.dwg Jun 10, 2022 11:13am s.rigit

Application for Project Review
Garden City, Utah

TOWN
COUNCIL
REVIEWED JUN 09 2022

JUL 14 2022

This application must be accompanied with the necessary and appropriate project checklist, before it will be accepted for processing. The date on an agenda is determined by the notification schedule required by the be scheduled for the next meeting for which a legal notice has not yet been 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: Elk's Ridge Phase 2 Current Zone: _____ Proposed Zone: _____

Property Address: 200 North 800 West

Parcel # 41 - 17 - 000 - 98,99,101

Contact Person: Lance Anderson Phone #: 435-713-0099

E-mail address: lance@cachelandmark.com

Mailing Address: 95 W Golf Course Rd. Ste 101, Logan, UT 84321

Applicant (if different): Dream Developers, LLC Phone #: 801-319-6730

Mailing Address: 276 E. Twin Peaks Ln., Draper, UT 84020

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.

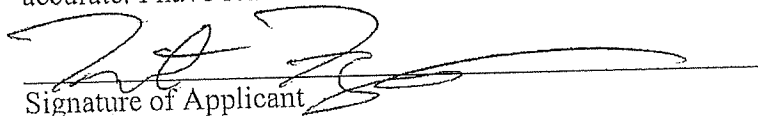
The completion of Elk's Ridge Phase II. Elk's Ridge Phase II was started in 2008 and a majority of the improvements were completed but not finished. Water and Sewer were installed and road areas were blasted and preliminary excavated.

This project is to complete Phase II and finish improvements and plat 65 lots.

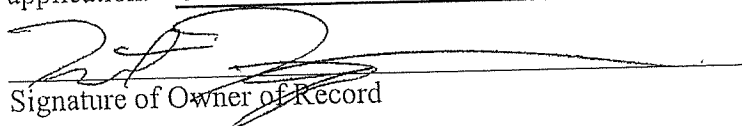
Lot Size in acres or square feet: > 0.65 Number of dwellings or lots: 65

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 of Applicant

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


Signature of Owner of Record

Signature of Owner of Record

Email Form

Signature of Owner of Record

Office Use Only

Date Received: _____

Fee: _____

By: _____

May 25, 2022

Garden City
Planning & Zoning
Engineering

RE: Elk's Ridge Phase II

Preliminary Plat – Phase 2 (11E-400) Documentation

1. Provide verification of taxes and assessments paid.
 - a. *Title Report states all taxes had been paid for the year 2021.*

Existing Conditions

1. Provide existing zoning information on plat.
 - a. *Note has been added to the Plat to Existing Zoning. Hillside Estates.*
2. Provide a property owner list of the adjacent properties along the Phase 2 boundary.
 - a. *Attached is the list of owners provided by Rich County Recorder's Office for adjacent property owners. This was provided in original application.*
3. Include existing utilities within 100' of phase boundary and include the connection/interface between existing and proposed utilities on the plat. 4. Include the existing contours on the plat.
 - a. *Existing Utilities are shown in the construction drawings. Currently, the developer is assessing the existing sewer condition in Phase 2 and will provide information to the City as to improvement requirements required by the District.*

Proposed Plan

1. Confirm dedication of roads. As written, they are currently being dedicated as utility easements. Does Elks Ridge maintain ownership of roads?
 - a. *The roads will be private and be owned and maintained by the Homeowner's Association.*
2. Include side setback dimensions on typical parcel layout and clarify that front and rear are both 30'.
 - a. *The plat has been updated with setbacks with Hillside Estates Zone. 30' setback/30' setback.*
3. Include additional street information to include street grades.
 - a. *Street grades are provided on the construction plans for all the streets. See sheets 3.1-3.11.*
4. Provide proposed contours.
 - a. *Contours are provided on the construction drawings Sheets 3.1~3.11.*

5. Existing Elks Ridge Memorandum of Understanding (MOU) is provided with this memo as it relates to adjacent property owners.
 - a. *The Owner/Developer acknowledges the MOU.*
6. Provide additional information related to the storm drain plan. Include volume and flow calculations along with location of proposed ponds.
 - a. *Final calculations of storm pond are provided in the construction drawings.*
 - b. *These calculations are to be reevaluated with the new standards and develop LID improvements on the road to improve drainage.*
7. Confirm that corner lots building areas are outside the 75' radius boundary requirement.
 - a. *Corners lots will have additional information placed*

Construction drawings were received with this submittal and are being reviewed. A summary will be provided in a separate memo directly to the developer. We would be happy to share that memo upon request from the Town. We appreciate your cooperation on these matters and feel free to reach out with any questions or concerns.

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

MEMORANDUM

DATE: May 20, 2022
TO: Town of Garden City Planning Commission
CC: Riley Argyle
FROM: Quinn Dance, P.E.
SUBJECT: Elk's Ridge – Phase 2 – Preliminary Plat

The Elk's Ridge-Phase 2 Preliminary Plat was received from the Town for engineering review in preparation for the upcoming June Planning Commission meeting. The review items discussed below can be found in more detail in Chapter 11E-400 of the most recent Municipal Code.

Preliminary Plat – Phase 2 (11E-400)

Documentation

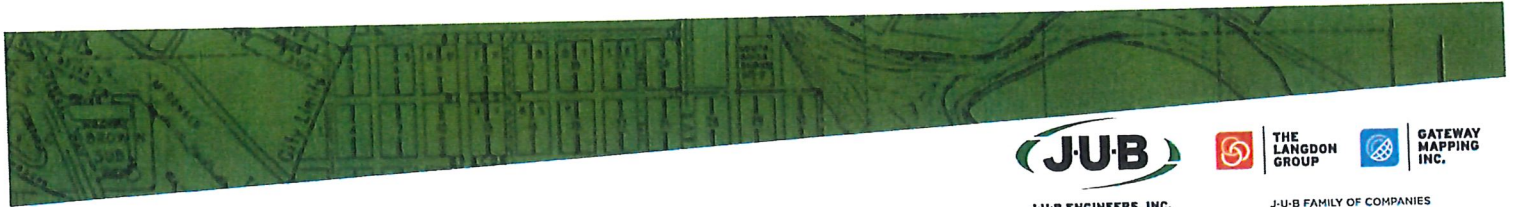
1. Provide verification of taxes and assessments paid.

Existing Conditions

1. Provide existing zoning information on plat.
2. Provide a property owner list of the adjacent properties along the Phase 2 boundary.
3. Include existing utilities within 100' of phase boundary and include the connection/interface between existing and proposed utilities on the plat.
4. Include the existing contours on the plat.

Proposed Plan

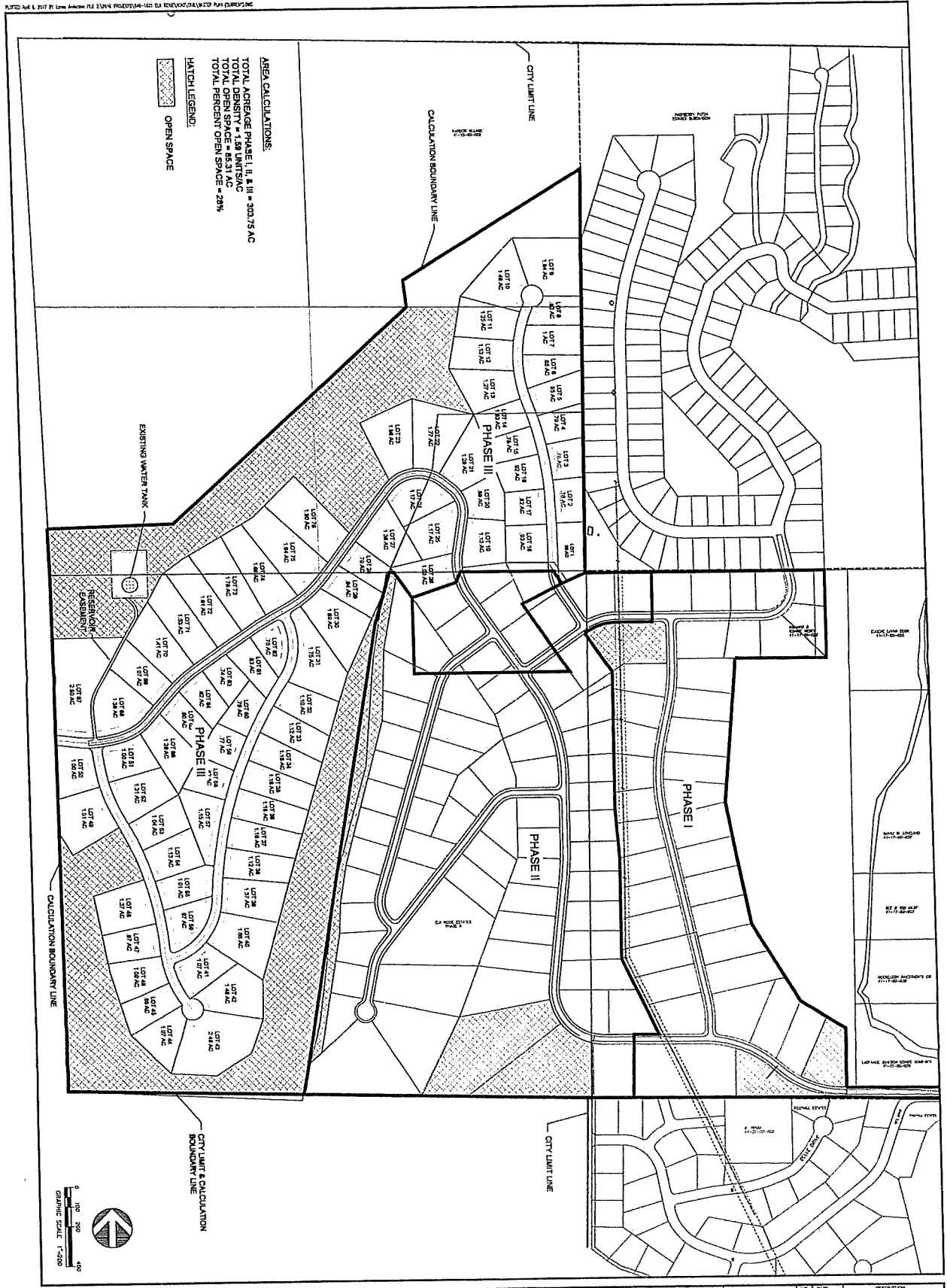
1. Confirm dedication of roads. As written, they are currently being dedicated as utility easements. Does Elks Ridge maintain ownership of roads?
2. Include side setback dimensions on typical parcel layout and clarify that front and rear are both 30'.
3. Include additional street information to include street grades.
4. Provide proposed contours.



5. Existing Elks Ridge Memorandum of Understanding (MOU) is provided with this memo as it relates to adjacent property owners.
6. Provide additional information related to the storm drain plan. Include volume and flow calculations along with location of proposed ponds.
7. Confirm that corner lots building areas are outside the 75' radius boundary requirement.

Construction drawings were received with this submittal and are being reviewed. A summary will be provided in a separate memo directly to the developer. We would be happy to share that memo upon request from the Town. We appreciate your cooperation on these matters and feel free to reach out with any questions or concerns.

NOTED: THIS PLAN IS THE PROPERTY OF THE CITY OF GARDEN CITY, UTAH. IT IS TO BE USED ONLY FOR THE PURPOSES FOR WHICH IT WAS PREPARED AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE CITY OF GARDEN CITY, UTAH.



NO.		DATE	DESCRIPTION
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ELK'S RIDGE DEVELOPMENT
GARDEN CITY, UTAH, 84028

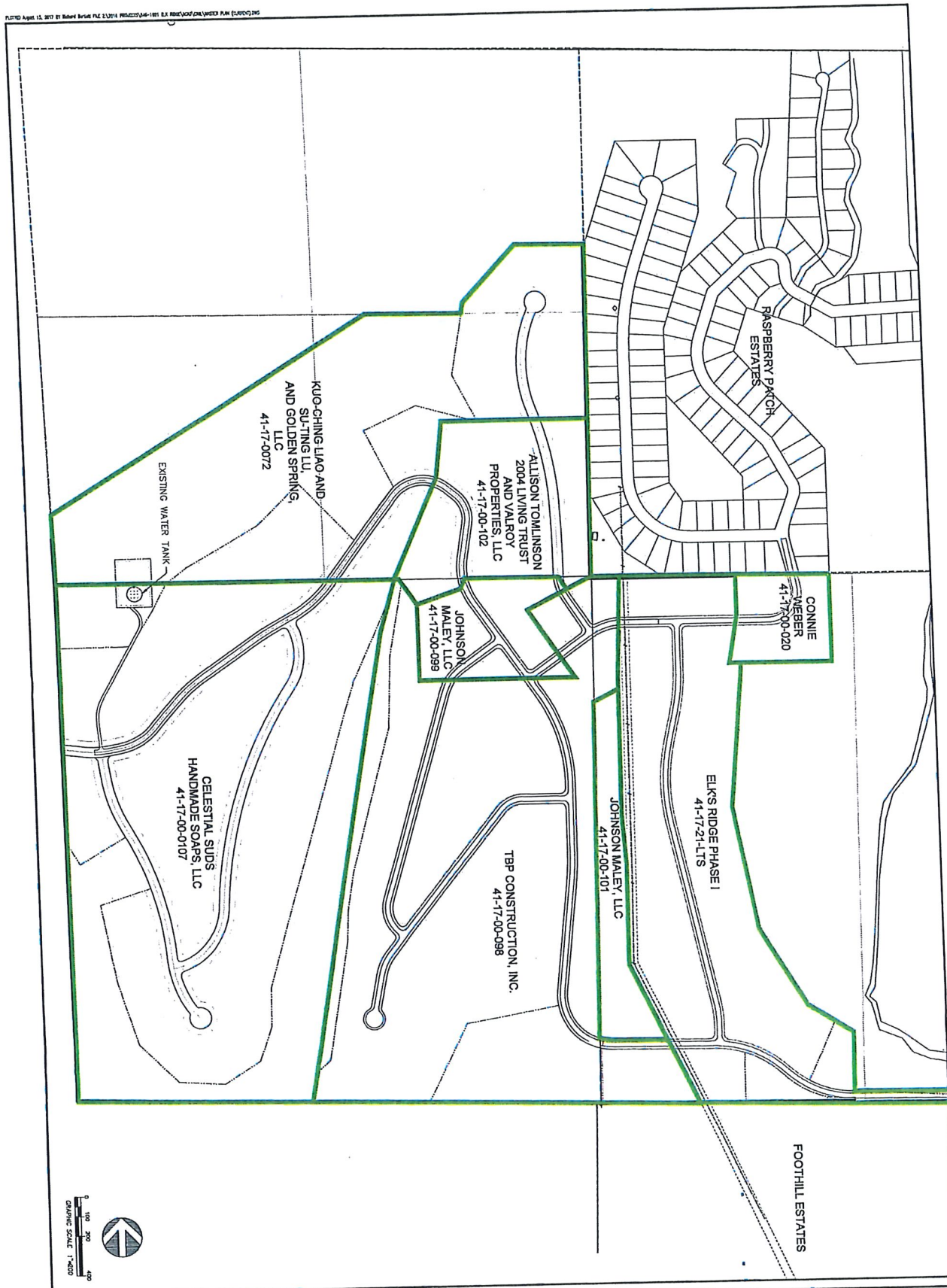
EXHIBIT D
ELK'S RIDGE MASTER PLAN

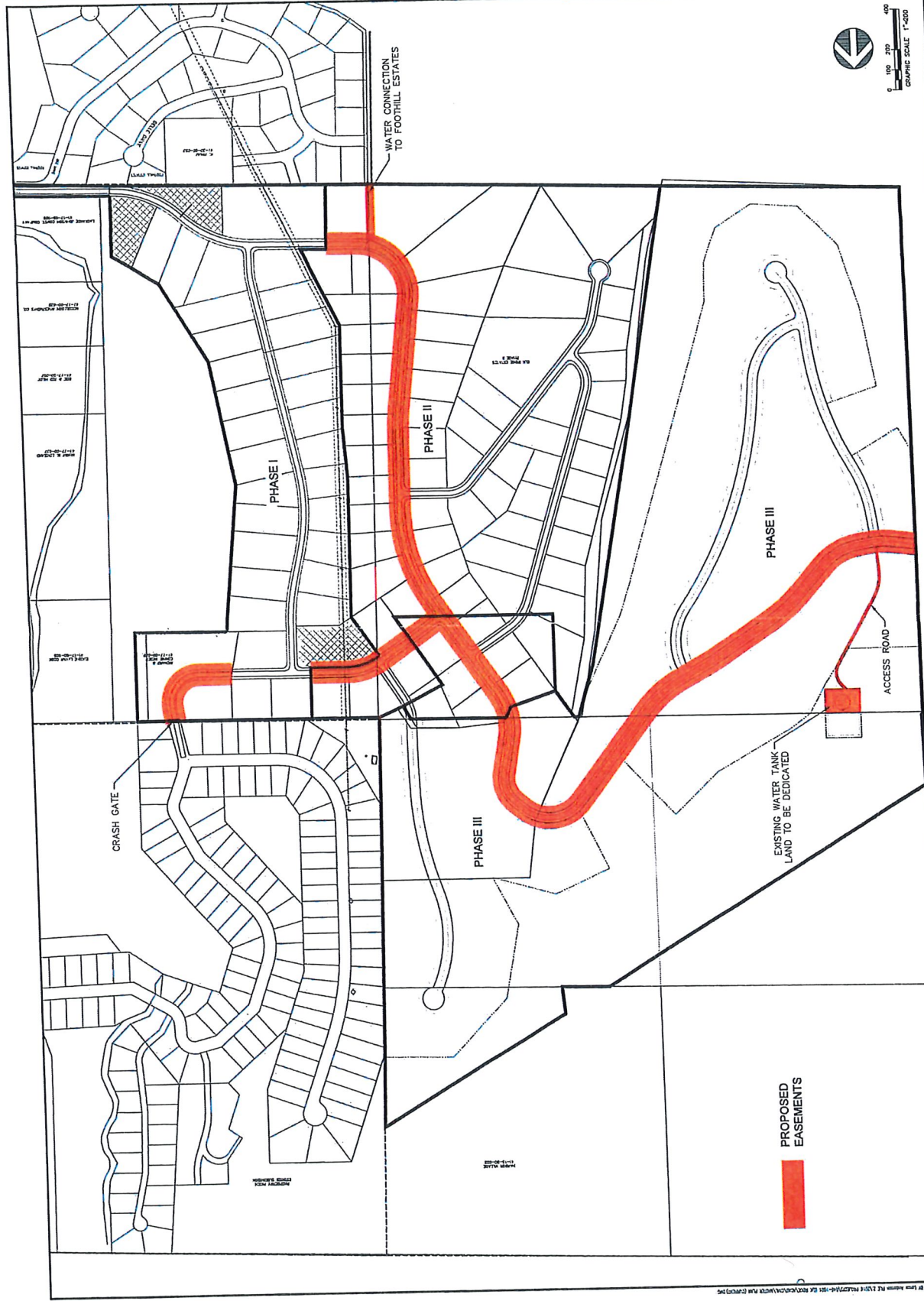
GRAPHIC SCALE 1"=200'

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	Caddis • Landmark Engineering 1511 W 10th and Lincoln Salt Lake City, UT 84115 408.713.0069	ELK'S RIDGE DEVELOPMENT GARDEN CITY, UTAH, 84028	SHEET DESCRIPTION EXHIBIT A PROJECT AREA	NO. DATE DESCRIPTION	
	Project: 2007-0001 Owner: L. ANDERSON Designer: L. ANDERSON Project: 2007-0001 Date: 11/1/2007				
A	11/1/2007				

[illegible]



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made by and between GARDEN CITY ("City") and TBP Construction, Inc., Johnson Maley, LLC, Kuo-Ching Liao and Su-Ting Lu, Golden Spring, LLC, Allison Tomlinson 2004 living trust and Valroy Properties, LLC, Celestial Suds Handmade Soaps, LLC, and Connie Vella (formerly Connie Weber) ("Property Owners"), and RASPBERRY PATCH HOME OWNERS ASSOCIATION ("Raspberry Patch HOA"), together referenced herein as the "Parties," is made with reference to the following recitals:

WHEREAS, the City intends to apply for funding to install improvements to the City Water System in the Project Area as shown in Exhibit A ("Project Area").

WHEREAS, the former developer Frank T. Smith III ("Smith") did not meet all the required infrastructure improvements, the Parties recognize the benefit of making certain improvements, including roads, to upgrade the water infrastructure in the Project Area.

WHEREAS, the previous developer and some of the current Property Owners have installed infrastructure (water, sewer, and roads) according to the previously approved Master Plan (See Exhibit D), the Parties agree to utilize to the best extent possible the existing infrastructure.

WHEREAS, the City and the previous developer, Smith, had entered into previous agreements; the Parties agree this MOU is provided to clarify the previous agreements and commitments.

WHEREAS, TBP Construction, Inc., Johnson Maley, LLC, Kuo-Ching Liao and Su-Ting Lu, Golden Spring, LLC, Allison Tomlinson 2004 living trust and Valroy Properties, LLC, Celestial Suds Handmade Soaps, LLC, and Connie Vella all own property in the Project Area (approximately in the areas set forth on Exhibit B).

NOW THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to set forth the responsibilities by which the Parties can cooperate with each other in the construction of the City Water Improvement Project and the future development of the Project Area as generally described in the recitals above.
2. Responsibilities to be borne by the Garden City
 - a. The City will apply for USDA Funding to upgrade the existing water system in the Project Area. The funding application will help to provide the following:
 - (1) Install telemetry system to monitor Elk's Ridge Tank.
 - (2) Install connection to Raspberry HOA water system from Elk's Ridge Tank to increase water pressures.
 - b. Upon the current property owners dedicating easements (Exhibit C) and the tank property to the City, the City agrees to accept Elk's Ridge Subdivision (or future development in the Project Area shown in the attached map by whatever name when ordinance requirements are met)

- (1) Future development within the Project Area will be limited to 220 connections. The water connections in the proposed area will be limited with the following conditions.
 - (a) 120 water connections will not be required to dedicate water rights for development. This includes Elk's Ridge Phase I (See Exhibit D—32 connections). Twenty-five (25) of these water connections (no water rights needed) will be allocated to Celestial Suds Handmade Soaps LLC; Ten (10) water connections (no water rights needed) will be allocated to Golden Spring, LLC; Seven (7) water connections (no water rights needed) will be allocated to Allison Tomlinson 2004 living trust and Valroy Properties, LLC; Thirty-Eight (38) water connections (no water rights needed) will be allocated to TBP Construction, Inc.; and Eight (8) connections (no water rights needed) will be allocated to Johnson Maley, LLC.
 - (b) 100 water connections will be required to meet the current City ordinances for water right dedication for development at the time of final plat submittal. Six (6) water connections will be reserved for Kuo-Ching Liao and Su-Ting Lu; Ten (10) water connections will be reserved for Allison Tomlinson 2004 living trust and Valroy Properties, LLC; Six (6) water connections will be reserved for Connie Vella; Twenty-two (22) water connections for Celestial Suds Handmade Soaps, LLC; Fifteen (15) water connections for TBP Construction, Inc.; and Five (5) water connections for Johnson Maley, LLC.
 - (c) As per the original water tank agreement, the future developments in the Project Area have the right to use the water tank for fire protection. The City will also have the ability to use the water tank for emergency purposes in the City culinary water distribution system.
- (2) The City will accept the requirement of two accesses for development for the Project Area as 200 North and Raspberry Patch Drive.
- (3) The City will install and maintain a Crash Gate, at a location to be identified by Connie Vella, or her successors or assigns, at the western boundary of the Vella property (Weber property) or at the northern boundary of the Vella property (Weber property) at Raspberry Patch Drive at the south line of Raspberry Patch Estates (See Exhibit C which identifies one of the potential locations of the Crash Gate). Vella or its successor or assigns may elect to move, remove or replace the Crash Gate at any time.
- (4) The City will consider the rezone of Elk's Ridge Phase II to match the existing zone of Phase I to match existing infrastructure installed in Phase II. Future development beyond Phase II will meet the Hillside Estates Zone (current zone) (See Exhibit D).
- (5) The City will reimburse Celestial Suds Handmade Soaps LLC up to \$30,000 through new water connections through a special connection fee of \$300 from future development of lots in Elk's Ridge, Raspberry Patch Estates, Harbor Village or future development as shown in the Project Area shown in Exhibit A. This reimbursement is limited to the next 20 years. After 20 years the City is not required to reimburse

- any funds. These new water connection fees will be paid directly to Celestial Suds Handmade Soaps by Garden City in a timely manner.
- (6) The City accepts the previously planned road layout (as shown on the map). The City will contribute \$10k to the improvements of Phase I roads upon establishment of the Phase I Home Owners Association. The City will not take ownership of the roads on Phase I or future roads developed in the Project Area, however a public right-of-way for utilities and road access over the roads in Phase I has been granted to the City and benefits the properties in the Project Area.

3. Responsibilities to be borne by TBP Construction, Inc.
(Phase II-Parcel 41-17-00-098)

- a. TBP Construction, Inc will record a non-exclusive right-of-way and utility easement to the parties hereto for water lines, and road access through Phase II Elk's Ridge subdivision to the west property line. (Approximately in the area identified on Exhibits B & C)

4. Responsibilities to be borne by Johnson Maley, LLC
(Phase II-Parcel 41-17-00-099 & Parcel 41-17-00-101)

- a. Johnson Maley will record a non-exclusive right-of-way and utility easement to the parties hereto for water lines, and road access through Phase II Elk's Ridge subdivision to the north property line. (Approximately in the area identified on Exhibit B & C)

5. Responsibilities to be borne by Kuo-Ching Liao and Su-Ting Lu and Golden Spring, LLC
(Phase III-Parcel 41-17-0072)

- a. Kuo-Ching Liao and Su-Ting Lu, and Golden Spring, LLC will record a non-exclusive right-of-way and utility easement to the parties hereto for water lines, and road access through Phase III Elk's Ridge subdivision to the west property line. (Approximately in the area identified on Exhibit B & C)

6. Responsibilities to be borne by Allison Tomlinson 2004 living trust and Valroy Properties, LLC
(Phase III-41-17-00-102)

- a. Allison Tomlinson 2004 living trust and Valroy Properties, LLC will record a non-exclusive right-of-way and utility easement to the parties hereto for water lines, and road access through Phase III Elk's Ridge subdivision to the west property line. (Approximately in the area identified on Exhibit B & C)

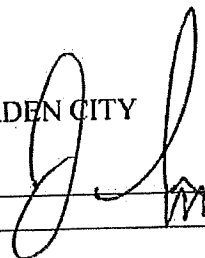
7. Responsibilities to be borne by Celestial Suds Handmade Soaps, LLC
(Phase III-41-17-00-0107)

- a. Celestial Suds Handmade Soaps, LLC will dedicate and record deeds to Garden City for the current Tank Property. The water tank ownership will be transferred in an "as is" condition. No improvements or repairs will be made by the current owners. (See Exhibit B & C)
 - b. Celestial Suds Handmade Soaps, LLC will record a non-exclusive right-of-way and utility easement to the parties hereto for tank, water lines, and road access through Phase III Elk's Ridge subdivision to the west property line. (Approximately in the area identified on Exhibit B & C)
8. Responsibilities to be borne by Raspberry Patch Home Owners Association (HOA)
 - a. Raspberry Patch will grant emergency access to Elk's Ridge Development with the Garden City construction of a Crash Gate on Raspberry Patch Road as provided herein. (See Exhibit B & C)
9. Responsibilities to be borne by Connie Vella (Parcel 41-17-00-020)
 - a. Connie Vella will recognize the Parties are successors and assigns of the easement and agreement between Smith and Richard and Connie Vella (formerly Connie Weber), such documents were recorded under Filing Numbers 73498 and 73501, subject to the terms and conditions set forth therein. Subject to the terms and conditions of this MOU, said easement will provide a non-exclusive 50-foot right-of-way for emergency access and utility easement to the Parties hereto (as successors to Smith) for water lines, and emergency road access from Raspberry Patch Estates to Elk's Ridge Master Plan Area. (Approximately in the area identified on Exhibit B & C)
10. The commitments of the Property Owners are solely as set forth in this MOU and nothing herein shall be construed to obligate or commit the Property Owners to undertake any action or fulfill any commitment made by the prior developer.
11. This MOU is at-will and may be modified by mutual consent of authorized officials from all the Parties. This MOU shall become effective upon signature by the authorized officials from all the Parties and will remain in effect until modified or terminated by any one of the Parties by mutual consent.
12. In no event will any of the Parties be entitle to any punitive, exemplary, indirect or consequential damages from any of the other Parties in connection with this MOU.

DATED this 28 day of August 2017.

GARDEN CITY

By
Its


Mayor 8-28-17

DATED this 28 day of August 2017.

TBP CONSTRUCTION, INC.

By [Signature]
Its _____

DATED this 29 day of August 2017.

JOHNSON MALEY, LLC

By [Signature]
Its Manager

DATED this 00 day of August 2017.

KUO-CHING LIAO & SU-TING LU

By [Signature]
Its owner
By [Signature]
Its owner

DATED this 00 day of August 2017.

GOLDEN SPRING, LLC
By [Signature]
Its Manager

DATED this 00 day of August 2017.

ALLISON TOMLINSON 2004 LIVING TRUST
AND VALROY PROPERTIES, LLC

By [Signature]
Its MEMBER

By [Signature]
Its MEMBER

By Allison Tomlinson
Its Trustee

DATED this 23rd day of August 2017.

RASPBERRY PATCH HOME OWNERS
ASSOCIATION

By [Signature]
Its President

DATED this 17 day of August 2017.

CONNIE VELLA

By [Signature]
Its owner

DATED this 23 day of August 2017.

CELESTIAL SUDS HANDMADE SOAPS, LLC

By Connie Williams
Its manager



Cathie Rasmussen <cathier@gardencityut.us>

Consideration for approval of Elks Ridge, Phase II.....concerns

1 message

Candace Peterson <cp@candacepeterson.com>

Thu, Jun 9, 2022 at 3:36 PM

Reply-To: cp@candacepeterson.com

To: CathieR@gardencityut.us

To: Garden City Mayor and City Council Members:

I and my husband are the owners of Lots 11 and 15 in the Elks Ridge Development, Phase I. I am also a Realtor with somewhat of a working knowledge of real estate and development. I received a letter regarding the consideration for approval of Phase II of this subdivision. Since we were not yet home to Hyde Park, we were not able to attend the Planning and Zoning meeting which was held recently. I am told the Planning and Zoning Commission approved this subdivision and have forwarded it to the City Council for their consideration today at their meeting. Since I cannot attend this evening, please read this email with several concerns that should be resolved before any final approval.

Some history:

First, I understand that the roads within Elks Ridge are private roads maintained by our HOA, not by Garden City. In order to have these roads finally approved, we, each lot owner in Phase paid a \$2,000.00 per lot assessment to upgrade the roads to their current condition. (I have personally invested \$4,000.00 in these roads in addition to my HOA fees.) The HOA, then is to maintain the roads in the future. If other subdivisions use or benefit from the roads in Phase I, which it does seem they provide access to Phase II, I think that subdivision should share in the past costs to upgrade the road and the current costs to keep the road maintained and in good condition. There should be no approval of Phase II until a written agreement has been agreed upon and signed with the owners in Phase I. The final approval should be contingent upon this very important condition.

Secondly, I have owned these two lots for a long, long time; through good times and very bad times. I owned a condo in Harbor Village next to Frank Smith as he was envisioning and creating Elks Ridge, so I do know the history. It's been a rocky one! Developers are required to provide security up front to guarantee the completion of all improvements in the subdivision. I know this was provided by Frank Smith through Cache Valley Bank, and I am not sure why this money was released before the improvements were completed! Past history....but part of the approval of this subdivision was that it was to have two entrances/exits. I do know that no subdivision would ever be approved here in the Logan area without at least two methods to get in and out. There are 30 some lots in Phase I, but an additional 65 proposed for Phase II. I cannot believe that this could even be considered or go forward without another entrance/exit through the Harbor Village roads, which are engineered much less steeply for winter access, and do provide a second method out. It seems to me that this access is critical to the safety and access of the residents of Elks Ridge. We all know that there was a crash gate installed as a stopgap measure because of the fiasco that ensued with the real estate downturn, but this solution, the crash gate, is hardly a viable method of access moving forward.

Thus, at least these two items need resolution:

1. Sharing in the costs to upgrade the roads and to maintain the roads in the future.
2. Securing at the least, two exits for the safety and accessibility of the residents.

Thanks for your service. The work you do is important and life-changing. I appreciate your consideration of my concerns; they are also the concerns of the other property owners of Elks Ridge, Phase I.

Candace and Brent Peterson, 435 757-0567

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- (1) Future development within the Project Area will be limited to 220 connections. The water connections in the proposed area will be limited with the following conditions.

(a) 120 water connections will not be required to dedicate water rights for development. This includes Elk's Ridge Phase I (See Exhibit D—32 connections). Twenty-five (25) of these water connections (no water rights needed) will be allocated to Celestial Suds Handmade Soaps LLC; Ten (10) water connections (no water rights needed) will be allocated to Golden Spring, LLC; Seven (7) water connections (no water rights needed) will be allocated to Allison Tomlinson 2004 living trust and Valroy Properties, LLC; Thirty-Eight (38) water connections (no water rights needed) will be allocated to TBP Construction, Inc.; and Eight (8) connections (no water rights needed) will be allocated to Johnson Maley, LLC.

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(c) As per the original water tank agreement, the future developments in the Project Area have the right to use the water tank for fire protection. The City will also have the ability to use the water tank for emergency purposes in the City culinary water distribution system.

(2) The City will accept the requirement of two accesses for development for the Project Area as 200 North and Raspberry Patch Drive.

★ (3) The City will install and maintain a Crash Gate, at a location to be identified by Connie Vella, or her successors or assigns, at the western boundary of the Vella property (Weber property) or at the northern boundary of the Vella property (Weber property) at Raspberry Patch Drive at the south line of Raspberry Patch Estates (See Exhibit C which identifies one of the potential locations of the Crash Gate). Vella or its successor or assigns may elect to move, remove or replace the Crash Gate at any time.

★ (4) The City will consider the rezone of Elk's Ridge Phase II to match the existing zone of Phase I to match existing infrastructure installed in Phase II. Future development beyond Phase II will meet the Hillside Estates Zone (current zone) (See Exhibit D).

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★

- any funds. These new water connection fees will be paid directly to Celestial Suds Handmade Soaps by Garden City in a timely manner.
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(Phase II-Parcel 41-17-00-098)

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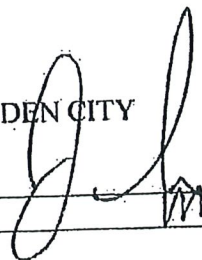
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(Phase III-41-17-00-0107)

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11. This MOU is at-will and may be modified by mutual consent of authorized officials from all the Parties. This MOU shall become effective upon signature by the authorized officials from all the Parties and will remain in effect until modified or terminated by any one of the Parties by mutual consent.
12. In no event will any of the Parties be entitle to any punitive, exemplary, indirect or consequential damages from any of the other Parties in connection with this MOU.

DATED this 28 day of August 2017.

GARDEN CITY

By
Its


Mayor 8-28-17

DATED this 28 day of August 2017.

TBP CONSTRUCTION, INC.

By [Signature]
Its _____

DATED this 29 day of August 2017.

JOHNSON MALEY, LLC

By [Signature]
Its manager

DATED this 00 day of August 2017.

KUO-CHING LIAO & SU-TING LU

By [Signature]
Its owner
By [Signature]
Its owner

DATED this 00 day of August 2017.

GOLDEN SPRING, LLC

By [Signature]
Its manager

DATED this 00 day of August 2017.

ALLISON TOMLINSON 2004 LIVING TRUST
AND VALROY PROPERTIES, LLC

By [Signature]
Its MEMBER

By [Signature]
Its MEMBER

By Allison Tomlinson
Its Trustee

DATED this 23rd day of August 2017.

RASPBERRY PATCH HOME OWNERS
ASSOCIATION

By [Signature]
Its President

DATED this 17 day of August 2017.

CONNIE VELLA

By Connie Vella
Its owner

DATED this 23 day of August 2017.

CELESTIAL SUDS HANDMADE SOAPS, LLC

By Connie E Williams
Its manager

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

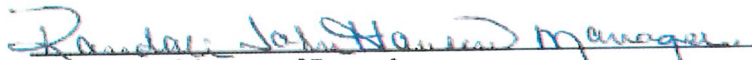
Lot Size in acres or square feet: 24.747 ac Number of dwellings or lots: 27 lots

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 of Applicant

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


Signature of Owner of Record


Signature of Owner of Record

Email Form

Signature of Owner of Record

Office Use Only

Date Received: _____

Fee: _____

By: _____

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 $46^{\circ}10'20''$ and a long chord that bears South $52^{\circ}29'17''$ 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 $23^{\circ}26'01''$ and a long chord that bears South $17^{\circ}41'06''$ East 13.61 feet; 23) Thence South $05^{\circ}58'05''$ 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 $20^{\circ}22'59''$ and a long chord that bears South $16^{\circ}09'35''$ 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 $11^{\circ}35'15''$ and a long chord that bears South $20^{\circ}33'27''$ East 16.86 feet; 26) Thence South $14^{\circ}45'49''$ East 52.21 feet; 27) Thence South $12^{\circ}28'25''$ 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 $39^{\circ}02'10''$ and a long chord that bears South $31^{\circ}59'30''$ East 54.46 feet; 29) Thence South $51^{\circ}30'35''$ 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 $07^{\circ}33'29''$ and a long chord that bears South $47^{\circ}43'51''$ 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 $09^{\circ}50'24''$ and a long chord that bears South $48^{\circ}52'18''$ East 65.01 feet to section line; Thence North $89^{\circ}32'56''$ 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

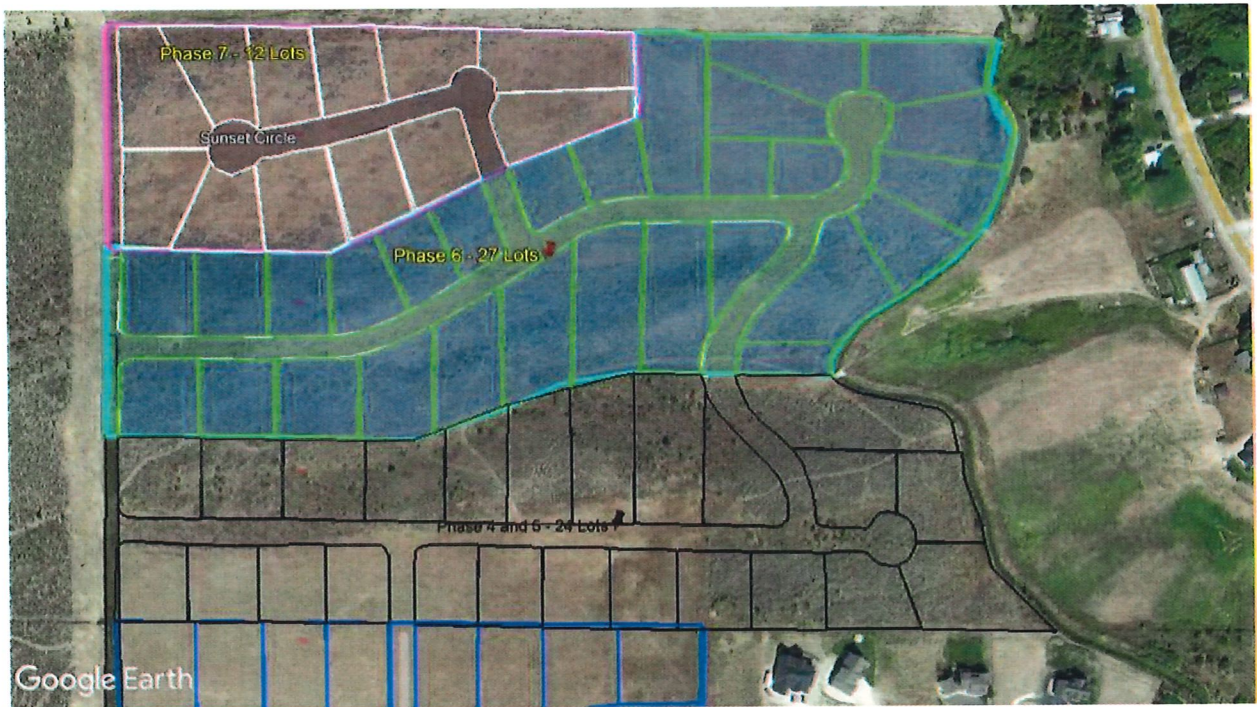


EXHIBIT C

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.

