

**Application for Project R
Garden City, Utah**

This application must be accompanied with the necessary and appropriate project checklist, before it will be accepted for processing. The application on an agenda is determined by the notification schedule required and must be scheduled for the next meeting for which a legal notice has not yet been accepted as complete by the Town Staff.

**TOWN
COUNCIL**
REVIEWED
Final ~~JUL 14 2022~~
Final **AUG 11 2022**

Type of Application (check all that apply):

- ☐ Annexation
- ☐ Appeal
- ☐ Conditional Use Permit
- ☐ Condominium/Townhouse
- ☐ Encumbrance
- ☐ Extension of Time

Ordinance

11A-30
11B-40
11C-50
11E-524 or 11E-525

- ☐ 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 _____

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

Mailing Address: PO Box 548 Garden City UT 84028

Project Start date: January 2021 Completion date: October 2023

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

Expansion of existing Conestoga Ranch to include and additional:

27 RV Lots

34 Homes

All lots will be for sale to private buyers. Conestoga Ranch will manage the properties

Final, Phase 2+3

Lot Size in acres or square feet: Homes - .061 Acre
RV - .069 Acre Number of dwellings or lots: 61

Non-residential building size: 2000 Sq Ft

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.

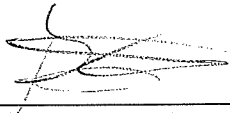


Signature of Applicant

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: _____



MEMORANDUM

DATE: June 28, 2022
TO: Town of Garden City Planning Commission
CC: Riley Argyle
FROM: Quinn Dance, P.E.
SUBJECT: Conestoga Ranch Phase 2 & 3 – Final Plat Review

Same as last month

The Conestoga Ranch Phase 2 and 3 final plats were received from the Town for engineering review in preparation for the upcoming May Planning Commission meeting. The review items discussed below can be found in Chapter 11C-706 and 11E-500 of the Municipal Code.

Phase 2 of the Conestoga Ranch is being proposed as a 27-lot recreational vehicle (RV) park development. This phase will be reviewed based on the requirements of 11C-706 for Campgrounds/RV Parks. Phase 3 of the Conestoga Ranch is being proposed as a 34-lot cabin development. This phase will be reviewed based on the requirements of 11E-500 for final plats.

Campground/RV Parks – Phase 2

Standards

1. Confirm that parking requirements have been met based on recent discussions with Town Council if Phase 2 will allow short-term rentals.

Final Plat Requirements

1. The following lots need to be adjusted to have the boundary close within standard requirements: Lots 9, 10, 22, 23 & 27.
2. Fire hydrants have been located on attached sheets and meet fire protection requirements. Hydrants will need to be located on the actual recorded plat; confirm they will be included on the signature pages.
3. Confirm if all sheets provided (6 sheets) will be recorded together as the final plat.
4. Confirm transfer of water shares/rights to the Town based on the following calculations:
 - a. Volume – 2.72 acre-feet (AF), or
 - b. Swan Creek Canal – 1.20 shares, or

- c. Hodges Irrigation – 1.07 shares, or
 - d. Swan Canal – 0.95 shares
5. Verify that CC&Rs have been reviewed. These were not received with this package.

Final Plat – Phase 3

1. Confirm transfer of water shares/rights to the Town based on the following calculations:
 - a. Volume – 16.76 acre-feet (AF), or
 - b. Swan Creek Canal – 7.42 shares, or
 - c. Hodges Irrigation – 6.60 shares, or
 - d. Swan Canal – 5.84 shares
2. Verify that CC&Rs have been reviewed. These were not received with this package.

Construction Drawings

1. Sheet CV2 – Provide additional details regarding the retaining walls design which should include structural calculations and detail drawings.
2. Sheet CV2 – Overflow bubble up boxes will need to be placed between the future trail and 300 West. This will require piping under trail base and field elevations will need to be coordinated with Town.
3. ~~Sheet CV3 – The fire hydrant at approx. 350 W/450 N is not shown like it is on the final plat document.~~
4. Sheet RV3 – Confirm adequate fire coverage. Portions of the RV park will only be covered by an existing hydrant on the east side of 300 West which will require fire hose across 300 West in case of fire.
5. ~~Sheet RV3 – Existing waterline easement to serve existing development will need to be maintained without any structures or lots on top of it to maintain maintenance access. The Town Public Works Director would like to utilize the new 6" meter in 450 North to serve the proposed development and the existing development. This would remove the existing meter and allow for the existing easement to also be removed.~~ **Confirm meter size that is being relocated near 300 West.**
6. Sheet P1 – Cabin Loop road is proposed with a 10% grade. Modify road grading and profile to meet 8% grade requirements which may be able to be done with some additional cut within Stations 15+00 to approx. 24+00.



J·U·B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J·U·B FAMILY OF COMPANIES

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

OLSON & HOGGAN, LLC

ATTORNEYS AT LAW

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

—
CHARLES P. OLSON (1916-1975)

*also licensed in Idaho
**also licensed in Nevada

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

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

E-MAIL oh@oh-pc.com
www.oh-pc.com

June 25, 2022

Via Email

Same as last month

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

Re: Conestoga Ranch / Subdivision Plat Review / Phases 3
Our File: N – 4600.25

Sharlene:

We reviewed a proposed Final Plat for Phase 3 back on March 25, 2022, and we sent a review letter of that date flagging 9 items for review. We subsequently received another draft Final Plat for Phase 3, and we provided a status of the flagged items on April 25, 2022. We have now received an updated final plat and provide the following update as it relates to each of the 8 flagged items:

1. Utah Code § 10-9a-603(2)(b) requires that the boundaries of “all of the parcels of ground divided” must be described or depicted on the Plat. This generally requires the Plat to depict the property owned by the developer that is not part of this phase so that it is understood on title what will happen with that property after the subdivision. However, in this case, we are aware

the developer is seeking approval of Phase 2 at the same time as this Phase 3. If the area of Phase 2 covers the entire remainder of the property, we feel this requirement is met so long as the plats are recorded contemporaneously. If not, then the Plat should show the remainder parcel in relation to this Phase 3 so that title is clear as to its status following the recording of the Plat.

2. Garden City Code § 11E-504(B)(3) and (B)(6) and State Code § 10-9a-603(1) require that the street address for each lot and the total area of each lot to be noted on the Plat. This item has been addressed in the updated Plat and is resolved.

3. Garden City Code § 11E-402(D)(14) requires that a plan be in place that ensures common or open space areas are adequately maintained. Moreover, if common or open spaces are to be owned by something other than a single owner, Garden City Code § 11E-526(C) requires the “subdivider shall cause to be formed prior to the recording of the final plat, a Lot Owners Association, and shall establish articles of incorporation of the Association, bylaws and covenants outlining the purpose, organization and operation of the Association.” Garden City Code § 11E-504(C)(16) requires a review of the formation documents for any such association related to the Plat. Lastly, Garden City Code § 11E-526(D) requires that the common area be granted to the lot owners through an easement conveyance or by dedication on the Plat.

In this case, we are aware there has been discussion about CC&Rs and an owners association, and we may have reviewed documents last year. But we have not received any information as to the current status of those documents or the status of the proposed owners association as they relate to this Phase 3. The Town should ensure all the requirements listed above for common areas are satisfied before the Plat is approved for recording. Currently, we are unable to verify that the requirements of this item No. 3 have been met.

4. Garden City Code § 11E-504(C)(1) requires an owner’s dedication. The Plat dedicates public utility easements, but it does not dedicate the common areas/streets or anything else to an owners association. As stated in item No. 3, the association must be formed before the Plat can be approved for recording, and the Plat must expressly dedicate the common areas/private streets to the association by name. This item remains outstanding.

5. In that same vein, Garden City Code § 11E-504(C)(9) requires that the Plat contain “a provision in the owner’s certificate referencing the county recorder’s instrument number where the condominium declaration(s) and/or articles of incorporation of homeowner’s association governing the subdivision are recorded.” The Plat is missing this language. This item remains outstanding.

6. Garden City Code § 11E-504(C)(11) requires a “current” title report to be reviewed. We did not receive a current title report with this Plat. This is required to verify the dedicating entity as well as to determine any encumbrances on title that may impact the dedications. The Town should ensure a title report is reviewed and appropriate adjustments made to the Plat if necessary based on the title report. This item remains outstanding.

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

8. Garden City Code § 11E-514(D) requires that “all streets within a subdivision shall be improved to an overall width in accordance with the standards, rules, and regulations adopted by the Town of Garden City.” Similarly, Garden City Code § 11E-514(A) indicates that “no street, public or private, shall be narrower than thirty (30) feet.” The streets on the Plat show a width of only 24 feet. This does not appear to meet the Garden City road standards. The Town should ensure that road standards set forth in the Garden City Code are met before approving the Plat. This item remains outstanding.

9. Garden City Code § 11E-514(U) indicates that “open ditches or canals shall not be allowed within or adjoining a subdivision except along rear or side lot lines.” Instead, the Garden City Code requires that the developer work with the canal company as to methods of covering the open canals. The Town should ensure this requirement is met with regard to the canal on the west end of the project.

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

OLSON & HOGGAN, LLC

/s/ Seth J. Tait

SJT/tf

[https://ohpc.sharepoint.com/sites/clientfiles/shared documents/sjt/cities/garden city/04 - subdivisions/conestoga ranch/phases 2 and 3/second update/ltr.finalplatreview.conestoga.phase 3.secondupdate.4.25.22.docx](https://ohpc.sharepoint.com/sites/clientfiles/shared%20documents/sjt/cities/garden%20city/04%20-%20subdivisions/conestoga%20ranch/phases%202%20and%203/second%20update/ltr.finalplatreview.conestoga.phase%203.secondupdate.4.25.22.docx)

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TELEPHONE (435) 257-3885
TELEFAX (435) 257-0365

E-MAIL oh@oh-pc.com
www.oh-pc.com

June 22, 2022

Via Email

Same as last month

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

Re: Conestoga Ranch / Subdivision Plat Review / Phases 2
Our File: N - 4600.25

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/s/ Seth J. Tait

SJT/tf

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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
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- ☐ PUD Phase Approval/Preliminary or Final
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- ☐ 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:

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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
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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

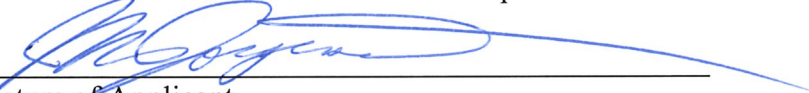
Describe the proposed project as it should be presented to the hearing body and in the public notices.
This is Phase 6 on the ongoing Long Ridge @ Bear Lake Subdivision. It consists of twenty-seven single family residential lots using the density-based subdivision option.

* 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

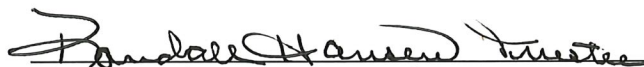
Non-residential building size: N/A

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: _____

T. 14 N. 29 28 BRASS CAP
R. 5 E.
S.L.B.&M.

HANSEN TR
41-20-000-000E

**SUBVEYORS
CERTIFICATE**

7-18-22
No. 22023
STATE OF
UTAH
JUL 22 1922
JUL 22 1922

I, JEFF S. HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR IN THE STATE OF UTAH, HOLD CERTIFICATE NO. 2252 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON PLAT AND DESCRIBED BELOW, HAVING BEEN FULLY ADVISED INTO LOTS AND STREETS, HERETOFORE TO BE KNOWN AS "LONG RIDGE" BEYLA LAKE PHASE & SUBDIVISION AND THE SAID HSDS BEING

OWNER'S DEDICATION

[illegible][illegible][illegible]

APPROVAL AS TO FORM

JSH

SURVEYING & DRAFTING INC

P.O. BOX 300 • WELLSVILLE, UTAH 84338
(435) 245-8090 • TOLL FREE 1-888-420-0268

22-0068

ONE, BPOE & BEAR LAKE - PHASE SIX SUBDIVISION
Address of Subdivision:
2000 S. 1200 W. 1350 S., Garden City, UT 84028
Subdivision Name of Conduit:
Jeffrey M. Jorgensen, P.E. 1088 E. 2100 N., North Logan, UT, 84341
jell@jellusa.com cell - 435-861-1990
Zone = HE = Hinkley Eastern Utility District Option
Average of Subdivision = 20.46 Acres per Lot 2,788 Acres No-Whold
Total = 22,078 Acres 4, 1.12 Lots Per Acre = 625.74 = 20 Lots
Intended Use = Temporary Residential Homes

PERMANENT SERVICE DISTRICT

WAGE DEDUCTION AND SANITARY WATERS SYSTEM APPROVAL

THIS _____ DAY OF _____ 2022

REPRESENTATIVE

ENGINEER'S CERTIFICATE

I CERTIFY THAT I HAVE EXAMINED THE PLAN AND FIND IT TO BE CORRECT
AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

DATE

ENGINEER

APPROVED THIS _____ DAY OF _____ A.D. 2022
BY THE CHIEF OF THE CITY PLANNING AND ZONING COMMISSION.

CHAIRPERSON

COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE CHIEF OF THE COUNCIL THIS _____ DAY OF _____ A.D. 2022 AT WHICH TIME THIS SUBORDINATE WAS APPROVED AND ACCEPTED.

MAYOR

ATTYST

COUNTY RECORDER'S NO. _____
STATE OF UTAH, COUNTY OF _____, RECORDED
AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ P.M.
ABSTRACTED _____ FILE _____
INDEX _____ COUNTY RECORDER _____
FILED AT: FILE OF PLATS _____
ROCKY M.T. POWER
THE EXEMPTIONS ON THE PLAT HAVE BEEN RENEWED AND
ACCEPTED BY ROCKY M.T. POWER
THIS _____ DAY OF _____ A.D. 20.22
ADMINISTRATIVE

[illegible]

**SURVEYOR'S
CERTIFICATE**

STATE OF IOWA

7-19-22

NO. 250023

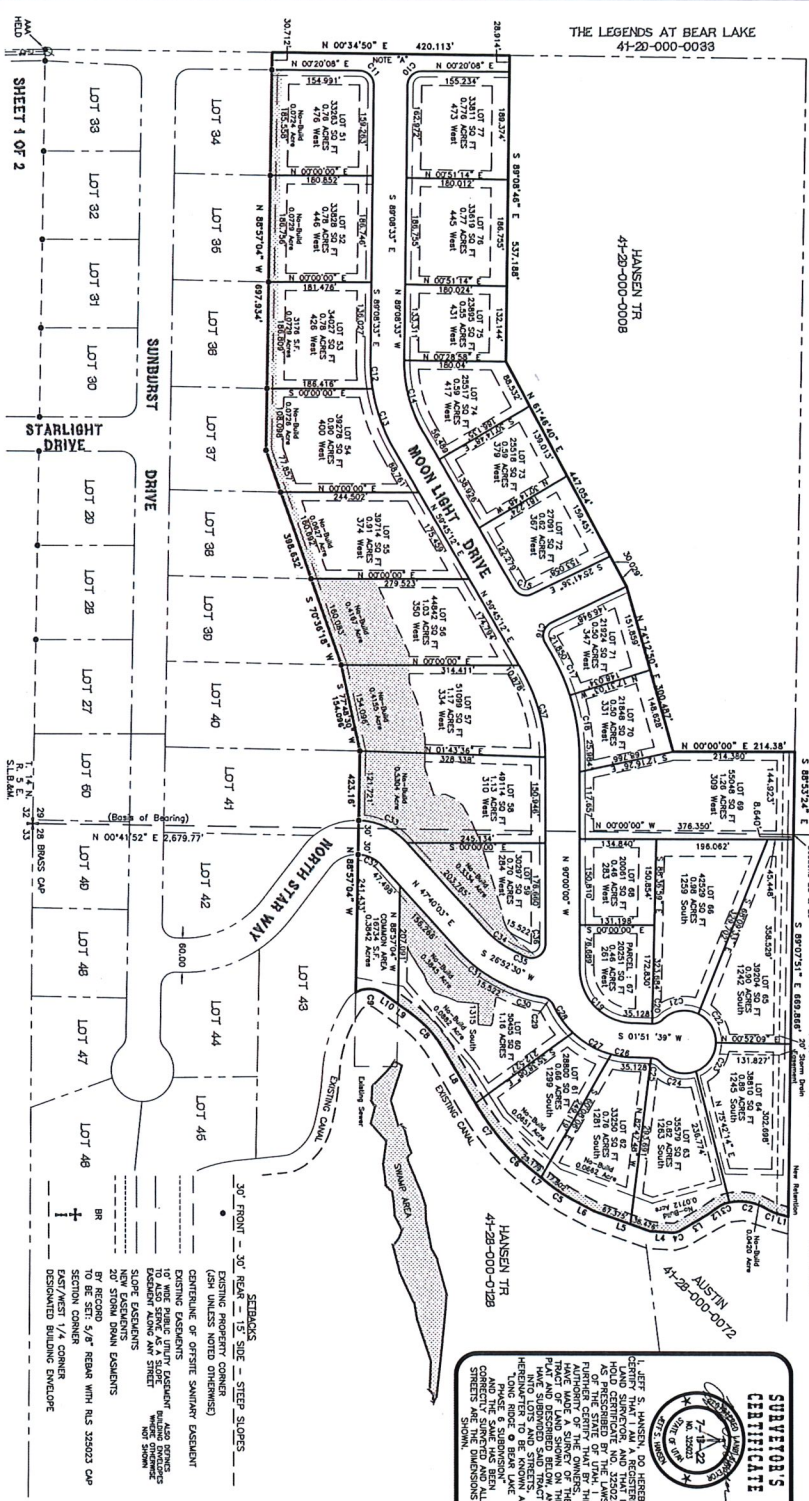
STATE OF IOWA

NO. 2, 1922

1. JEFF S. HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR IN THE STATE OF IOWA, HOLD CERTIFICATE NO. 250023, AS PRESCRIBED BY THE LAWS OF THE STATE OF IOWA; I AM FURTHER CERTIFIED THAT THE FOLLOWING ARE THE OWNERS OF THE TRACT OF LAND SHOWN ON THE PLAT, AND THAT THEY HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THE PLAT, AND SUGGESTED THE LOTS INTO LOTS AND STREETS, HEREBY WANTED TO BE KNOWN AS:

"LONG ROAD" & "BEAR LAKE"

AND THE SAID LOTS AND STREETS ARE THE DIMENSIONS CORRECTLY SHOWNED AND ALL THE DIMENSIONS

[illegible]

DO HEREBY REQUEST, GRANT AND CONVEY TO CARRIAGE CITY, UTAH AND UTILITY COMPANIES ALL THOSE RIGHTS OR PORTIONS OF SAID RIGHTS OF LAND AND INTERESTS IN LAND, INCLUDING BUT NOT LIMITED TO, EASEMENTS, RIGHTS OF WAY AND EASEMENTS OF ACCESS, TO BE GRANTED OR TO BE TAKEN OR TO BE USED FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE UTILITY FACILITIES DESIGNED AS OPEN SPACE FOR PUBLIC UTILITY PURPOSES. THE UTILITY FACILITIES WE DO ALSO OBLIGATE TO GRANT OR TO TAKE OF THOSE CERTAIN PARCELS DESIGNATED AS EASEMENTS TO BE USED FOR PUBLIC UTILITY AND MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICES, LINES AND INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO, EASEMENTS OF ACCESS, RIGHTS OF WAY AND EASEMENTS OF ACCESS, TO BE GRANTED OR TO BE TAKEN OR TO BE USED FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE UTILITY FACILITIES DESIGNED AS OPEN SPACE FOR PUBLIC UTILITY PURPOSES.

IN WITNESS WE HAVE HEREIN SET OUR SIGNATURES THIS _____ DAY OF _____ A.D. 2022.

I, RODOLPH JOHN WANKEN BOONIE JOHNSON
 (NAME) (NAME)
 Director of Utah
 on the _____ day of _____, 20____
 personally appeared before me, _____, County of _____, State of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

I, _____, County Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

Witness my hand and official seal

(Notary Signature) (Notary Seal)

APPROVAL AS TO FORM

THIS _____ DAY OF _____ A.D. 2022

ATTORNEY


JSH


22-004

SURVEYING & DRAFTING INC.

P.O. BOX 1000 OF FORT ST. JOSHUA, GA 30550
(404) 246-8090 • TOLL FREE 1-888-424-0286

LONG, BOND & BEAR, INC. - PRICES ON SUBSIDIZED

Address of Subsidized Property:
Apartment 200-320 N. 1350 S., Garden City, UT 84028
Salesperson's Name and Contact Information:
William L. Campbell, JR., 609 E. 7100 N., North Logan, UT, 84341
jill@bondbear.com call= 435-861-1989

Zone = HE = Hillsdale Estates Using Density Based Option
Number of Subsidized Units = 23 Unit/acre
Total # of Subsidized = 23 Unit/Acre Less 27/8 Acre No-Build Allowance = 22.97 Acres X 1/2 Lot Per Acre = 69.975 = 28 Lots

Included Use = Temporary Residential Homes

APPROVAL AS TO FORM

THIS _____ DAY OF _____ A.D. 2022

ATTORNEY

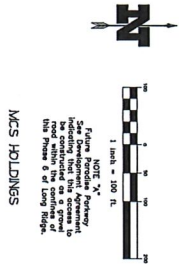

JSH


22-004

SURVEYING & DRAFTING INC.

P.O. BOX 1000 OF FARMERS ST. TULSA OK 74103
(458) 245-8090 • TOLL FREE 1-888-424-0288

LONG RIDGE @ BEAR LAKE
PHASE 6 SUBDIVISION
50/2 SECTIONS 28 & 29
T.14 N., R.5 E., S.1 B.M.
GARDEN CITY, RICH COUNTY, UTAH
JULY 2022

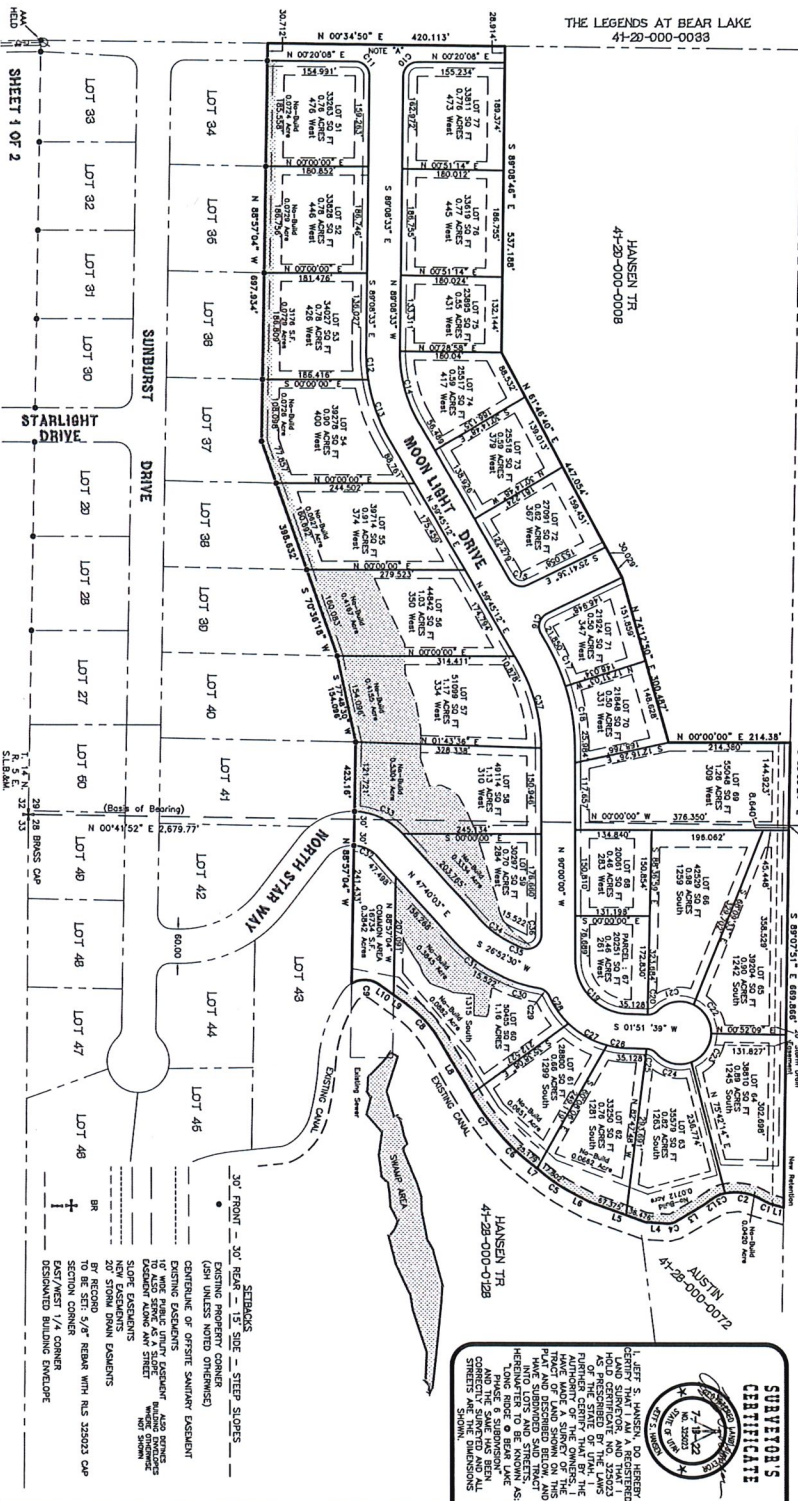


1.14 N. 29/29 BRASS CAP
 S.1 B.M.
 (Basis of Bearing)
 N 00°41'52" E 2,679.77'

1.14 N. 29/29 BRASS CAP
 S.1 B.M.
 (Basis of Bearing)
 N 00°41'52" E 2,679.77'



THE LEGENDS AT BEAR LAKE
 41-20-000-0083



SURVEYORS
CERTIFICATE

I, JEFF S. HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR IN THE STATE OF UTAH AND HAVE BEEN LICENSED BY THE UTAH BOARD OF SURVEYORS AND LAND ADJUSTERS. I HAVE PERSONALLY CONDUCTED A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND, AND THE SAME HAS BEEN CORRECTED AND THE SAME HAS BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF RICH, STATE OF UTAH.

OWNER'S DEDICATION

WE, THE UNDERSIGNED, DO HEREBY DEDICATE TO THE PUBLIC THE TRACT OF LAND DESCRIBED IN THE ABOVE SUBDIVISION MAP, AND THE SAME SHALL BE SUBDIVIDED INTO LOTS AND TRACTS TO BE HEREINAFTER KNOWN AS THE "LONG RIDGE @ BEAR LAKE - PHASE 6 SUBDIVISION".

PERSONALLY appeared before me _____, name of document co-signers, whose identities are personally known to me (or proven on the basis of satisfactory evidence) and who by the foregoing instrument, did say that they are the owners of the above described land, and that said document was signed by him/her in behalf of said LLC by Authority of its Bylaws, or that said LLC executed the same. I, the undersigned, being duly qualified to do so, did witness my hand and official seal.

APPROVAL AS TO FORM

THIS _____ DAY OF _____ A.D. 2022.

JSH
 P.O. BOX 300 • WELLSVILLE, UTAH 84398
 (435) 246-0900 • TOLL FREE 1-888-420-0286

COUNTY RECORDER'S NO. _____
 STATE OF UTAH, COUNTY OF _____, RECORDED
 AND FILED AT THE REQUEST OF _____
 AUTHORIZED _____
 INDEXED BY _____
ROCKY M.T. POWER
 THE DOCUMENT PREPARED AND
 ACCEPTED BY ROCKY M.T. POWER
 THIS _____ DAY OF _____ A.D. 2022.
 REPRESENTATIVE

PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____ A.D. 2022
 BY THE GARDEN CITY PLANNING AND ZONING COMMISSION
 CHAIRPERSON _____
 MEMBER _____
COUNCIL APPROVAL AND ACCEPTANCE
 PRESENTED TO THE GARDEN CITY COUNCIL THIS _____ DAY OF _____ A.D. 2022, AT WHICH TIME THIS SUBDIVISION WAS
 APPROVED AND ACCEPTED
 MAYOR _____ ATTESY _____

BEAR LAKE SPECIAL
SERVICE DISTRICT
 WASTE DISPOSAL AND SANITARY WASTE SYSTEM APPROVAL
 THIS _____ DAY OF _____ 2022
 REPRESENTATIVE _____

ENGINEER'S CERTIFICATE
 I CERTIFY THAT I HAVE EXAMINED THIS PLAN AND FIND IT TO BE CORRECT
 AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.
 Zone = NE = Middle Grade Using Gravity Based Option
 Address of Subdivision = 25,746 Acres (Lot 27) - No Sublot
 Number of Lots = 27
 Total = 25,746 Acres x 1.1, Lots Area = 28,271 Acres = 28 Sublot
 Intended Use = Twentyseven Residential Homes
 Address of Subdivision = 25,746 Acres (Lot 27) - No Sublot
 Number of Lots = 27
 Total = 25,746 Acres x 1.1, Lots Area = 28,271 Acres = 28 Sublot
 Intended Use = Twentyseven Residential Homes
 Address of Subdivision = 25,746 Acres (Lot 27) - No Sublot
 Number of Lots = 27
 Total = 25,746 Acres x 1.1, Lots Area = 28,271 Acres = 28 Sublot
 Intended Use = Twentyseven Residential Homes

**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.

RECITALS:

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-1456-1458~~ 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 Phases Four and 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~~twenty-foot-wide easement on the north side of lots 64, 65 and 69 that parallels the development boundary to convey storm water from the future Phase 7. Also, a twenty-foot-wide

| easement centered on 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

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: Kenneth W. Hoyal Current Zone: _____ Proposed Zone: _____

Property Address: SEE PARCEL

Parcel # 41 - 21 - 320 - 123, 124, 125

Contact Person: Ken Hoyal Phone #: 801-781-0960

E-mail address: N/A

Mailing Address: PO Box 150511, Ogden, UT 84415

Applicant (if different): _____ Phone #: _____

Mailing Address: _____

Property Owner of Record (if different): _____ Phone #: _____

Mailing Address: _____

Project Start date: 3/2021 Completion date: 6/2022

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

ENCUMBER 7.5 FOOT EASEMENT FOR LOTS 123, 124, 125
IN THE BUTTERCUP SUBDIVISION.

Lot Size in acres or square feet: SEE ATTACHMENT Number of dwellings or lots: 0

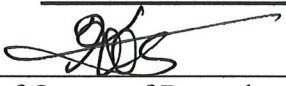
Non-residential building size: N/A

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: _____

Kathy Rasmussen
Garden City Municipality
PO Box 207
Garden City, UT 84028

August 1, 2022,

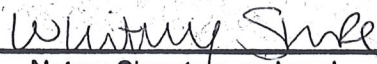
Pursuant to your request, the following text is to advise the undersigned is a Principal-Trustee of the
Kenneth W. Hoyal and Diane P. Hoyal family trust.

Respectfully,

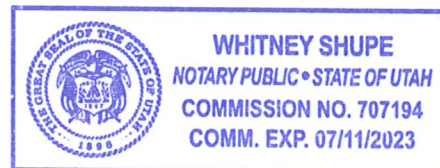


Kenneth W. Hoyal

In the County of Weber, State of Utah, on
this 01 day of August, 2022, a notary public,
personally appeared Kenneth Hoyal,
proved on the basis of satisfactory evidence to be
the person(s) whose name(s) (is/are) subscribed to
this instrument, and acknowledged (he/she/they)
executed the same.



Notary Signature and seal





MAIL TAX NOTICE TO
The Ken Hoyal Trust
PO Box 150511
Ogden, UT 84415

Warranty Deed

TOWN OF GARDEN CITY, GRANTOR(S)

of Garden City, County of Rich, State of Utah, hereby CONVEY and WARRANT to

KENNETH W. HOYAL and DIANE P. HOYAL, or their successors, as Trustees of The KENNETH W. HOYAL Trust established by Trust Agreement dated October 4, 2001, as to an undivided one-half (1/2) interest as a tenant in common, and DIANE P. HOYAL and KENNETH W. HOYAL, or their successors, as Trustees of The DIANE P. HOYAL Trust established by Trust Agreement dated October 4, 2001, as to an undivided one-half (1/2) interest as a tenant in common. , GRANTEE(S) for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Rich County, State of Utah .

See Attached Exhibit "A"

Tax Parcel No's. :41-21-320-123, 41-21-320-124 &41-21-320-125

Subject to easements, restrictions, and rights of way appearing of record or enforceable in law and equity and year 2021 taxes and thereafter.

WITNESS, the hand(s) of said Grantor(s), this 12 of October, 2021.

Town of Garden City

By: Mike Leonard, Mayor

State of Utah)
)
) ss
County of Rich)

On the 12 day of October, 2021, personally appeared before me Mike Leonard, Mayor of Town of Garden City, the signer(s) of the within instrument, who duly acknowledged to me that (t)he(y) executed the same.



Cathie Ramussen
Notary Public

EXHIBIT "A"

Parcel F:41-21-320-123

A Part of the Open Space of Buttercup Mobile Home Estates, as shown on Filing No 30273 in Book R4 at Page 472 in the Rich County Recorder's Office and Located in the Southwest Quarter of Section 21, Township 14 North, Range 5 East, Salt Lake Base and Meridian

Beginning at the Southwest Corner of Lot 123 of said Buttercup Mobile Home Estates and RUNNING THENCE North 63°05'00" West 7.50 Feet; Thence North 26°55'00" East 10.56 Feet; Thence North 00°51'00" East 11.93 Feet; Thence South 89°09'00" East 7.50 Feet to the Northwest Corner of said Lot 123; Thence South 00°51'00" West 13.66 Feet; Thence South 26°55'00" West 12.29 Feet to the Point of Beginning. Containing 0.0041 Acres.

Parcel G:41-21-320-124

A Part of the Open Space of Buttercup Mobile Home Estates, as shown on Filing No 30273 in Book R4 at Page 472 in the Rich County Recorder's Office and Located in the Southwest Quarter of Section 21, Township 14 North, Range 5 East, Salt Lake Base and Meridian

Beginning at the Southwest Corner of Lot 124 of said Buttercup Mobile Home Estates and RUNNING THENCE North 89°09'00" West 7.50 Feet; Thence North 00°51'00" East 42.00 Feet; Thence South 89°09'00" East 7.50 Feet to the Northwest Corner of said lot 124; Thence South 00°51'00" West 42.00 Feet to the Point of Beginning. Containing 0.0072 Acres.

Parcel H:41-21-320-125

A Part of the Open Space of Buttercup Mobile Home Estates, as shown on Filing No 30273 in Book R4 at Page 472 in the Rich County Recorder's Office and Located in the Southwest Quarter of Section 21, Township 14 North, Range 5 East, Salt Lake Base and Meridian

Beginning at the Southwest Corner of Lot 125 of said Buttercup Mobile Home Estates and RUNNING THENCE North 89°09'00" West 7.50 Feet; Thence North 00°51'00" East 42.56 Feet; Thence South 88°50'15" East 7.50 Feet to the Northwest Corner of said lot 125; Thence South 00°51'00" West 42.52 Feet to the Point of Beginning. Containing 0.0073 Acres.

KEN HOYAL
DIANE HOYAL

1336
68-7497/2560

1 Aug 2022
DATE

PAY TO THE
ORDER OF Garden City \$ 250.00
Two Hundred Fifty + 00/100 DOLLARS

NAVY
FEDERAL
Credit Union

FOR 123 + Space

25607497413367030726769001

Photo
Safe
Deposit
Details on back

KEN HOYAL
DIANE HOYAL

1337
68-7497/2560

1 Aug 2022
DATE

PAY TO THE
ORDER OF Garden City \$ 250.00
Two Hundred Fifty + 00/100 DOLLARS

NAVY
FEDERAL
Credit Union

FOR 124 + Space

25607497413377030726769001

Photo
Safe
Deposit
Details on back

KEN HOYAL
DIANE HOYAL

1338
68-7497/2560

1 Aug 2022
DATE

PAY TO THE
ORDER OF Garden City \$ 250.00
Two Hundred Fifty + 00/100 DOLLARS

NAVY
FEDERAL
Credit Union

FOR 125 + Space

25607497413387030726769001

Photo
Safe
Deposit
Details on back



Garden City Project Checklist

A complete application packet must be filed with the Garden City Town Clerk by the due date listed on the "Procedure for Submittal Poster" for the meeting when your project will be considered. Subdivisions, PUD/PRUD, and Condominium projects are required to follow the Subdivision/PUD/PRUD Process, which also requires an AEG pre-meeting before turning in this packet.

INCOMPLETE APPLICATION PACKETS WILL NOT BE ACCEPTED.

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

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

☒ **Encumbrance: \$250** 123, 124, 125

Encumbrance Packets must include A, B, D, E, & F

☐ **Un-Encumbrance: \$250**

Un-Encumbrance Packets must include A, B, D, E, & F

☐ **Appeal: \$250**

Appeal Packets must include A and a letter from the property owner outlining the reason for the appeal.

☐ **Extension of Time:**

Extension of Time Packets must include A, and a letter from the Developer explaining the reason for the extension request.

☐ **Other Land Use Permits: \$50**

Packets must include A, B, D, E, & F

☐ **Water Share Transfer:**

Water Share Transfer Packets must include A

☐ **AEG Meeting, (Affected Entity Group): \$500 Deposit**

Packets must include A, 10 of B

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

PACKET DOCUMENTATION REQUIREMENTS

- A. Completed Garden City Application for Project Review@ form.
- B. 11"x14' or 11"x17' plot plan showing lot dimensions and area, and the location, uses dimensions, and set backs of all existing and proposed buildings. Any right-of-ways or easements must be shown if applicable. **Provide 20 readable hard copies.**
- ✓ C. A AD@ size (22" x 34") plot plan showing lot dimensions and area, and the location, uses, dimensions, and set backs of all existing and proposed buildings. When appropriate, include the same information for property from which a new lot is being created. Plot at appropriate scale (e.g. 1"=50' or 1"=100')
- D. A legal description and current ownership plat of the property.
- E. A current Title Report or Preliminary Title Report showing ownership. Must match legal description on plat.
- ✓ F. An electronic copy of plat.

Please review Garden City ordinances for requirements for each type of project. Garden City ordinances can be found at www.gardencityut.us.