

# Cedar City

10 North Main Street • Cedar City, UT 84720  
435-586-2950 • FAX 435-586-4362  
www.cedarcity.org

**CITY COUNCIL WORK MEETING**  
**AUGUST 30, 2023**  
**5:30 P.M.**

**Mayor**

Garth O. Green

**Council Members**

Terri W. Hartley  
Craig E. Isom  
W. Tyler Melling  
R. Scott Phillips  
Ronald Riddle

**City Manager**

Paul Bittmenn

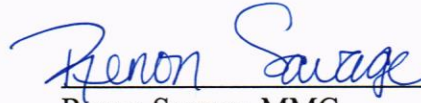
The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street. The City Council Chambers may be an anchor location for participation by electronic means. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
  - Mayor and Council Business
    - Water Discussion
  - Staff Comments
- IV. Public Agenda
  - Public Comments
- V. Business Agenda
  - Public
    1. Utah Summer Games. Jonathan Oglesby
    2. Consider a local consent alcohol permit for Cedar City Elks for a horseshoe tournament on September 16<sup>th</sup>. Candace Howes/Chief Darin Adams
    3. Consider a local consent alcohol permit for 2<sup>nd</sup> East Restaurant, 686 E. Canyon Ranch Dr. Chris Weaver/Chief Adams
    4. Consider a subcontractor agreement with the Cedar City Housing Authority. Heidi Miller/Paul Bittmenn
    5. Accept the petition to annex 41.7 acres of property in the vicinity of the southwest corner of 3900 West and 1225 North. Jon Ashdown/Randall McUne
    6. Public hearing to consider amending the final plat of Phase 1 of the Trails at Shurtz Canyon Subdivision in the vicinity of Old Highway 91 and Tipple Road. Platt & Platt/Randall McUne
    7. Flooding in Fiddlers Canyon. Lance Weaver
    8. Consider a Resolution and Development Agreement with The Dixie & Anne Leavitt Family Foundation for 222 S, 234 S, and 256 S 900 West. Red Hollow/Randall McUne
    9. Consider an ordinance amending the zone from Central Commercial (CC) to Dwelling, Multiple Unit (R-3-M) for a property located at 168 E College Ave. Platt & Platt/Randall McUne

Staff

10. Consider the disposal of City property. Steve Decker
11. Consider change order 1 for AIP-048. Tyler Galetka
12. Consider an agreement to purchase 942.75-acre feet of water from LeBaron Ranch Holdings LLC. Paul Bittmenn
13. Closed Session – property negotiations

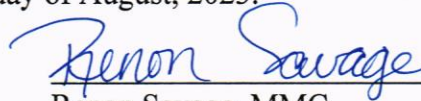
Dated this 28<sup>th</sup> day of August, 2023.



Renon Savage, MMC  
Cedar City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 28<sup>th</sup> day of August, 2023.



Renon Savage, MMC  
Cedar City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

#2

CEDAR CITY CORPORATION

SINGLE EVENT PERMIT APPLICATION

\*\*\*\*\*

APPLICANT: Please spell out the information requested below. A \$50.00 fee is due and payable at the time of submitting the application. (Said fee is refundable if a permit is not granted.)

\*\*\*\*\*

SECTION I

NAME: Candace Howes

ADDRESS: 111E 200 N

PHONE NUMBER (435)531-0602 NAME OF ENTITY: Elks Lodge

PURPOSE OF ENTITY: Charity

TYPE OF EVENT: Corn Hole Tournament

CASH OR SURETY BOND FOR \$1,000

TIME AND DATE OF EVENT: Sept 16, 2023 @ Noon

NATURE AND PURPOSE OF EVENT: Raise funds for shop with a cop

\*\*\*\*\*

SECTION II

DESCRIBE THE FLOOR PLAN DESIGNATING:

(A) THE AREA IN WHICH THE APPLICANT PROPOSES THAT BEER BE STORED:

Between back 2 porches and in building

(B) THE SITE FROM WHICH THE APPLICANT PROPOSES THAT BEER BE SOLD

OR SERVED: Between back 2 porches

#3

# LIMITED SERVICE RESTAURANT LIQUOR LICENSE

## Local Consent

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**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Service Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

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**AUTHORITY:** Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

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Cedar City Corporation  City hereby grants its consent to the issuance of a limited-service restaurant liquor license to:

Business Name (DBA): 2<sup>nd</sup> East

Entity Name (or owner's name if sole proprietor): 2<sup>nd</sup> East LLC

Location Address: 686 E. Canyon Ranch Drive, Cedar City, Utah 84721

On the 13<sup>th</sup> day(s) of September, 2023

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Authorized Signature

Garth O. Green, Mayor

September 13, 2023

Date

CEDAR CITY COUNCIL  
AGENDA ITEMS - 4  
DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** August 28, 2023  
**SUBJECT:** Subcontractor agreement with the Cedar City Housing Authority.

The Cedar City Housing Authority runs the section 8 housing program locally and they purchase properties that they can use for affordable housing units. From time to time the Cedar City Housing Authority applies for and is awarded a Community Development Block Grant to help with their operations. These grants come from the Federal Government and are administered by the State of Utah. The State requires a local governmental unit be involved, and that is where Cedar City comes into the picture. Cedar City acts as a pass-through entity for the funding so it can go from the state to the Cedar City Housing Authority.

The attached agreement is between Cedar City and the Housing Authority. It basically states that Cedar City will act as the pass-through local jurisdiction and the Cedar City Housing Authority will use the block grant money for the purposes for which they applied. Also, the Cedar City Housing Authority will comply with all of the state's rules related to the block grant and handle all of the reporting.

Cedar City has entered into these agreements in the past so that the Housing Authority can receive and use the block grants. Below is a copy of the agreement. If you have any questions, please give me a call. Please consider approving the proposed agreement. Thank you.

#4

**SUBCONTRACTOR'S AGREEMENT**

**THIS AGREEMENT** is entered into on this \_\_\_ day of September, 2023, by and between Cedar City, a municipal corporation and body politic of the state of Utah, hereinafter referred to as "City", and the Cedar City Housing Authority, a local governmental organization organized under the laws of the State of Utah, hereinafter referred to as "Subcontractor".

WITNESSETH:

WHEREAS, City will enter into a contract agreement with the Utah Department of Workforce Services, Housing and Community Development Division, hereinafter referred to as the "Community Development Block Grant Agreement"; and

WHEREAS, City desires to subcontract with Subcontractor to provide said project as outlined in Attachment D, Scope of Work; and

WHEREAS, the Subcontractor desires to perform the project for City as outlined in the Scope of Work, upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Subcontractor agrees to abide by all of the terms and conditions and perform all of the responsibilities and obligations of the Community Development Block Grant Agreement. A copy of said Block Grant Agreement, which is incorporated herein and by this reference made a part hereof, shall be made available to Subcontractor upon written request.
2. City hereby agrees to pay Subcontractor such funds as it may receive, and shall make available all rights, privileges and responsibilities City may have under the Block Grant Agreement, subject to Subcontractor's full performance of the terms and conditions hereof.
3. Subcontractor shall provide the services set forth in the scope of work, and in doing so shall, in addition to the requirements of Paragraph 1 above, perform according to the provisions of the attached Standard Terms and Conditions, any additional terms and conditions, and other, performance requirements established by City, if any. A copy of each attachment is attached hereto and by this reference made a part hereof.
4. Subcontractor acknowledges that City, as a condition of receiving a block grant under the Community Development Block Grant Agreement, has agreed to hold the State of Utah harmless from such claims, damages, loss or injury as the state may suffer in the event City fails to comply with the terms of the Block Grant Agreement. Recognizing that default by Subcontractor in performance of the terms and conditions of this Agreement may result in default by City in its obligations to the State of Utah under the Block Grant Agreement, Subcontractor hereby agrees to

hold City harmless from any and all such claims, damages, loss, or injury as City may suffer as a result of Subcontractor's failure to comply with the terms and conditions of this agreement.

WHEREFORE, the parties have signed this Contract the day and year first written above.

**City**

\_\_\_\_\_  
Garth O. Green  
Mayor

[Seal]  
Attest:

\_\_\_\_\_  
Renon Savage  
Recorder

**SUBCONTRACTOR**

\_\_\_\_\_  
Heidi Miller, Executive Director of the  
Cedar City Housing Authority

**WITNESS**

\_\_\_\_\_  
Shannell Chiamonte  
Section 8 Administrator  
Cedar City Housing Authority

CEDAR CITY COUNCIL  
AGENDA ITEM -5

**TO:** Mayor and City Council

**FROM:** City Attorney

**DATE:** August 28, 2023

**SUBJECT:** Consider accepting or rejecting the petition to annex 41.72 acres of land in the vicinity of the southwest corner of 3900 West and 1225 North.

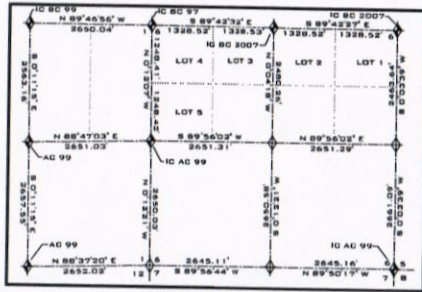
**DISCUSSION:**

Jon Ashdown represents the legal entity, Ashdown Eldon Living Trust, which owns 41.72 acres of land contiguous to the City's boundary in the location of 3900 West and 1225 North. Mr. Ashdown has petitioned the City to annex this property.

City Staff have confirmed that Ashdown Eldon Living Trust owns the property proposed for annexation and that they have voluntarily signed the annexation petition. City Staff also confirms that the petition was done according to Utah state law.

The Council's decision to accept or reject the petition is one of the first steps in the annexation process. If the Council accepts the petition, public notice will be sent and posted to begin the 30-day protest period. If no lawful protest is received this matter will come back before the Planning Commission and City Council for final acceptance.

Attached is a copy of the following: (1) map, and (2) petition for annexation.



**SECTION BREAKDOWN**  
A PORTION OF SECTION 1, TOWNSHIP 36 SOUTH,  
RANGE 12 WEST &  
SECTION 6, TOWNSHIP 36 SOUTH, RANGE 11 WEST,  
SALT LAKE BASE & MERIDIAN

# ELDON ASHDOWN ANNEXATION FOR L.R. NELSON CONSULTING ENG. L.L.C.

6765 WEST RUSSELL ROAD, SUIT 200  
LAS VEGAS, NEVADA 89118

CEDAR CITY, IRON COUNTY, UTAH  
PORTIONS OF THE N.E. 1/4 OF SECTION 1,  
THE N.W. & N.E. 1/4 OF SECTION 6,  
T.36S., R.12W., S.L.S.&M.

06/22/2021

2nd Review

APPROVED WITH CONDITIONS

**SURVEYOR'S CERTIFICATE:**

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 1920718, HOLD A LICENSE IN ASSIGNANCE WITH TITLE 50, CHAPTER 23, PROFESSIONAL ENGINEERS AND LAND SURVEYORS, LICENSEING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREIN IN ASSIGNANCE WITH SECTION 1733-17 AND HERSEY DESIGN'S POLY-HEAVYWEIGHTS AND DESCRIPTIONS ARE CORRECT THAT I HAVE PREPARED THIS ANNEXATION PLAT AND THAT THIS PLAT CORRECTLY PORTRAYS THE ANNEXATION BOUNDARIES TO BE APPROVED BY THE CEDAR CITY COUNCIL.



DATE: 9-13-22

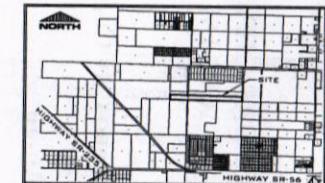
BRANDON E. ANDERSON CERTIFICATE NO. 4339718

**ANNEXATION DESCRIPTION:**

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN:  
THENCE SOUTH 88°47'03" WEST 1,325.54 FEET ALONG THE CENTER EASTWEST LINE SECTION 1, TOWNSHIP 36 SOUTH, RANGE 12 WEST, S.L.S.&M.;  
THENCE NORTH 00°1'29" WEST 342.57 FEET;  
THENCE NORTH 88°47'03" EAST 1,325.49 FEET TO THE WEST LINE SAID SECTION 6;  
THENCE NORTH 89°56'02" EAST 3,978.12 FEET TO THE EAST 1/16TH LINE SAID SECTION 6;  
THENCE SOUTH 00°00'21" EAST 342.57 FEET ALONG SAID EAST 1/16TH LINE TO THE CENTER LINE SAID SECTION 6;  
THENCE SOUTH 89°56'02" WEST 3,976.96 FEET ALONG SAID CENTER LINE SECTION 6 TO THE POINT OF BEGINNING;  
CONTAINING 1,816,585 SQUARE FEET OR 41.70 ACRES.

**ANNEXATION NOTES:**

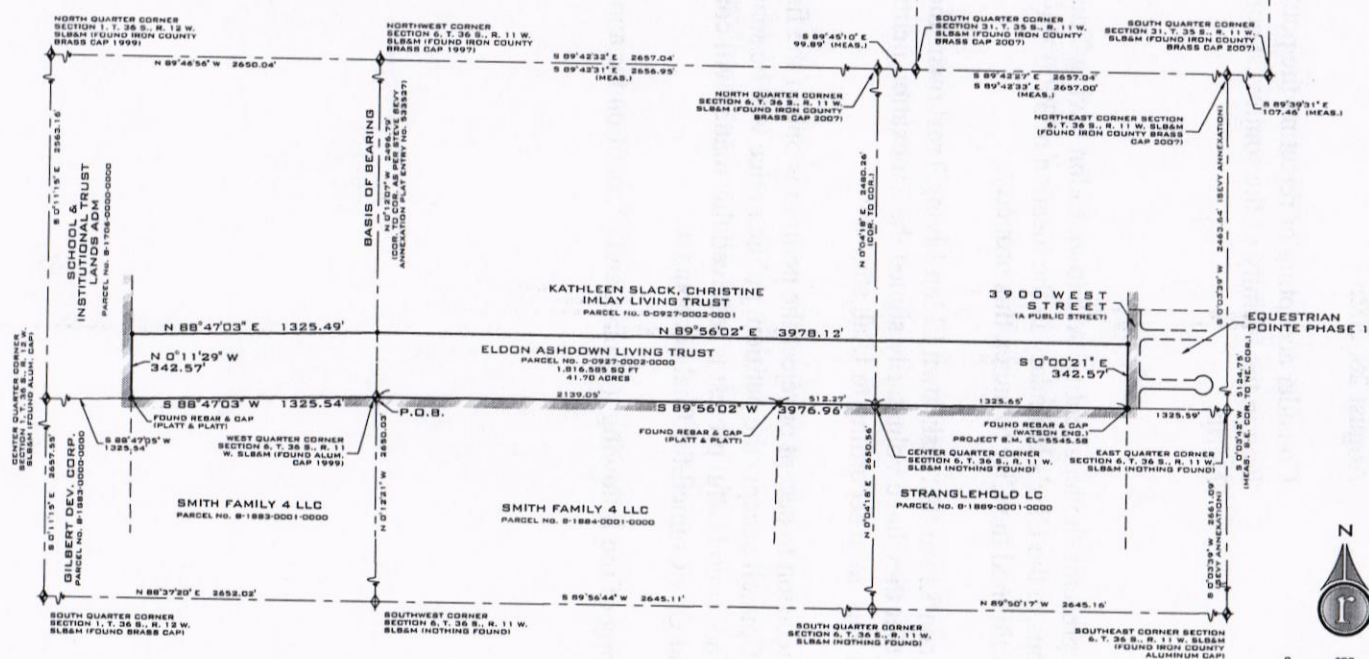
- SEWER - EXISTING GRAVITY SEWER IS LOCATED IN THAT PART OF 3900 WEST STREET BELONGING TO EQUESTRIAN POINTE PHASE 10 SUBDIVISION. EXISTING GRAVITY SEWER MAIN PASSES THROUGH THE BULKHEAD PARCEL, PARALLEL TO AND JUST WEST TO THE WEST LINE OF SECTION 6.
- WATER - EXISTING WATER LINE IS LOCATED IN 3900 WEST STREET IN THE EQUESTRIAN POINTE SUBDIVISION.
- STREETS - PROPERTY IS CURRENTLY ACCESSED FROM 3900 WEST STREET.
- DRAINAGE - PROPERTY DRAINS WEST, AN EXISTING 36" STORM DRAIN LINE RUNS THE LENGTH OF THE PROPERTY JUST INSIDE THE NORTH LINE AND FLOWS TO THE WEST.
- FUTURE IMPROVEMENTS WILL BE INSTALLED AS PER CEDAR CITY MASTER PLAN AND FUTURE DEVELOPMENTS.
- PROPOSED ZONE FOR THE ANNEXATION IS TO BE \_\_\_\_\_.
- THE OWNERS OF THE SUBJECT PROPERTY ARE ELDON AND ELIZABETH ASHDOWN.



VICINITY MAP - WEST CEDAR CITY  
IRON COUNTY, UTAH;  
SCALE: NONE

**LEGEND:**

- SET CORNER - 5" 8" x 30" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
- FOUND AS HOTED
- ◇ NOTHING SET OR FOUND
- ◆ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- ◆ SECTION MONUMENTATION (NOT FOUND)
- PROPOSED ANNEXATION BOUNDARY
- EXISTING CITY BOUNDARY



New Attorney  
Hannah M. Jue

SHEET 1 OF 1

**ROSENBERG ASSOCIATES**  
CIVIL ENGINEERS - LAND SURVEYORS  
352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790  
PH 435 673-8586 FX 435 673-8397 WWW.RADIVL.COM

ASHDOWN ANNEX. FILE NUMBER	DATE	C.D.A. DRAWN
13409-22	09/13/2022	B.E.A.
JUN 2022	1" = 300'	1/20/22

**DEPUTY IRON COUNTY SURVEYOR APPROVAL**  
I HEREBY VERIFY THAT I HAVE EXAMINED AND APPROVE THIS ANNEXATION PLAT.  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

DEPUTY IRON COUNTY SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

**CITY ENGINEER APPROVAL**  
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL.  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY ENGINEER OF CEDAR CITY \_\_\_\_\_

**CITY ATTORNEY APPROVAL**  
I, \_\_\_\_\_, CITY ATTORNEY FOR CEDAR CITY CORPORATION, CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAT AND RECOMMEND IT TO THE CEDAR CITY CITY COUNCIL, FOR APPROVAL, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY ATTORNEY CEDAR CITY \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**  
CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN APPROVED BY SAID COMMISSION AND IS HEREBY RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRPERSON \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**  
I, GARTH GREEN, MAYOR OF CEDAR CITY, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE CEDAR CITY COUNCIL AND HEREBY ORDER IF FILED FOR RECORDING IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY RECORDER - RENEE SAVAGE  
MAYOR - GARTH GREEN

**CERTIFICATE OF RECORDING**  
FILED AT THE REQUEST OF:  
ENTRY NO. \_\_\_\_\_ DATE: \_\_\_\_\_  
FEE \_\_\_\_\_ THE \_\_\_\_\_  
BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

CARRI JEFFERS  
IRON COUNTY RECORDER

\* Received 5/24/2023 \*  
25.

**PETITION FOR ANNEXATION**

**TO THE CITY RECORDER OF CEDAR CITY, MUNICIPAL CORPORATION OF THE  
STATE OF UTAH:**

The Petition of the undersigned owners of real property hereinafter more particularly described, do hereby present this Petition for Annexation of the said real property into the corporate limits of the City of Cedar City, Utah, and respectfully represent as follows:

1. That they are the owners of the real property in the territory lying contiguous to the present corporate limits of the city of Cedar City, in Iron County, State of Utah.
2. That the undersigned Petitioners constitute a majority of the owners of the said real property, and at least 1/3 of the value of all private real property within the area proposed for annexation, and that they desire to have such property annexed to the City of Cedar City, Utah and become a part thereof.
3. That attached hereto is an accurate plat or map of such territory to be so annexed, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the city of Cedar City, Utah, and which plat or map has been prepared by Rosenberg Associates, competent and duly licensed engineers and surveyors.
4. That the territory to be so annexed is shown on the annexation plat attached hereto and is more particularly described as follows:

**(MUST ATTACH LEGAL DESCRIPTION AS EXHIBIT "A")**

5. The petitioner designated as the contact sponsor is Jon Ashdown, at 492 51840

**\*\*\* AT THE SAME TIME THE PETITION IS FORMALLY FILED WITH THE CITY, THE FOLLOWING MUST TAKE PLACE:**

- 1. A MYLAR MUST BE FILED**
- 2. WRITTEN NOTICE BY THE PETITIONER MUST BE SENT TO EFFECTED ENTITIES.**
- 3. VERIFICATION THAT THE REQUIRED NOTICES WERE SENT MUST BE FILED WITH THE PETITION.**

CEDAR CITY COUNCIL  
AGENDA ITEMS - 6  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** City Attorney

**DATE:** August 28, 2023

**SUBJECT:** Amending the Final Plat of the Trails at Shurtz Canyon Phase 1 adding a meandering sidewalk.

**DISCUSSION:**

When the final plat of the Trails at Shurtz Canyon Phase 1 came through the Council previously, Platt & Platt stated an intent to add a meandering sidewalk. The Council expressed a willingness to accept a meandering sidewalk but asked them to bring it back once the details were determined. The amended plat attached hereto creates the meandering sidewalk and the easement necessary for it.

Please consider an Ordinance approving the Amended Final Plat the Trails at Shurtz Canyon Phase 1.

2 PUBLIC HEARING  
Amended Plat  
Canyon OZ/Platt &  
(Recommendation)

The Trails at Shurtz Canyon  
Subdivision Phase 1

Shurtz  
Platt

**Dave Clark:** Main reason why we are here, went to city council because they wanted to put in meandering trail. City Council was open to idea, wanted to see what it looked like, asked for an amended plat. What we have done is created on these double frontage lots on Temple Road a 20 foot wide PUE and trail easement. They have to put a fence because they are double fronted lots anyway so they are going to move that wall back, they are super deep lots, to 20 feet, we are going to meander the sidewalk there. On temple road, only adjacent to subdivision. We just did the road dedication for Temple Road where it ties into Highway 91. Its commercial, it's just going to stay against curb, once they got down into the subdivision, they wanted it to be a little more inviting. That's the first reason we are doing this, the other reason is, we had about a half a dozen addresses that were wrong, so we corrected the addresses. If you'll go to the next sheet, there was a waterline easement for the Middleton's, that easement has been vacated and recorded, so we took that off. Then we made this lot bigger. Those are the four things that changed from the previous plat to this plat. The people I notified were Middleton's, Roger Thomas, we are on the south, and Sitla.

**Jonathan:** This has been reviewed by the engineering department, we should be good to move forward.

Public Hearing opened.  
Public Hearing closed.

**Craig Isom moves for positive recommendation for amended plat.**  
**Jennifer Davis seconds. All in favor of a unanimous vote.**

**CEDAR CITY ORDINANCE NO. 0913-23-\_\_**

**AN ORDINANCE AMENDING THE FINAL PLAT OF THE TRAILS AT SHURTZ CANYON PHASE 1 SUBDIVISION BY ADDING AN EXPANDED TRAIL EASEMENT ALONG TIPPLE ROAD.**

**WHEREAS**, the Owner of the Trails at Shurtz Canyon Phase 1 Subdivision came before the City Council and was granted approval of its Final Plat, and

**WHEREAS**, since receiving Final Plat approval, the Owner, with continued ownership, wants to amend the final plat by adding an expanded trail easement along Tipple Road, and

**WHEREAS**, the proposed amendment complies with the planning and zoning requirements that the City has designated on this piece of property, and

**WHEREAS**, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed subdivision amendment and gave a positive recommendation toward the proposed amendment and found the amendment to be in the best interest of the public, and in harmony with the objectives and purposes of Cedar City's planning and zoning ordinances; and

**WHEREAS**, the City Council after duly publishing and holding a public meeting to consider the proposed final plat amendment finds that the proposed amendment furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's General Land Use Plan and Zoning ordinances, or correcting manifest errors; and

**NOW BE IT FURTHER ORDAINED** by the City Council of Cedar City, State of Utah, that the previously accepted final plat is amended adding an expanded trail easement along Tipple Road, as more particularly described herein, and City staff is hereby directed to accept the amended plat.

This ordinance, Cedar City Ordinance No. 0913-23-\_\_, shall become effective immediately upon publication as required by State Law.

Council Vote:

Hartley -  
Isom -  
Phillips -  
Melling -  
Riddle -

Dated this \_\_\_\_\_ day of September, 2023.

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GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

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RENON SAVAGE, RECORDER

# FINAL PLAT FOR THE TRAILS AT SHURTZ CANYON SUBDIVISION, PHASE 1 AMENDED WITHIN THE E1/2 OF SECTION 32, T. 36 S., R. 11 W., SLB&M CEDAR CITY, IRON COUNTY, UTAH

### SURVEYOR'S CERTIFICATE

I, DAVID M. CLARKE, DO HEREBY CERTIFY THAT I AM LICENSED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 34364. I FURTHER CERTIFY THAT THIS FINAL PLAT OF THE TRAILS AT SHURTZ CANYON, PHASE 1 AMENDED HAS BEEN PREPARED UNDER MY DIRECTION AT THE REQUEST OF MFD DEVELOPMENT, LLC. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT. ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECTLY DESCRIBED BELOW.



DATE: DAVID M. CLARKE  
UTAH P.L.S. #34364

### LEGAL DESCRIPTION

BEGINNING AT A POINT LOCATED N 0° 04' 18" W, ALONG THE SECTION LINE 2537.32 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M; THENCE S 89° 52' 27" W 20.00 FEET, THENCE N 87° 12' 23" W 140.57 FEET, THENCE S 84° 50' 20" W 110.58 FEET, THENCE S 87° 18' 40" W 45.90 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 722.50 FEET A DISTANCE OF 79.83 FEET THE CHORD OF SAID CURVE BEARS N 2° 26' 55" E 75.87 FEET, THENCE N 66° 51' 30" W 237.81 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 526.55 FEET A DISTANCE OF 90.25 FEET THE CHORD OF SAID CURVE BEARS S 3° 38' 02" W 90.24 FEET, THENCE S 10° 43' 12" E 203.90 FEET, THENCE S 89° 16' 40" W 155.00 FEET, THENCE S 74° 37' 12" E 276.31 FEET, THENCE N 80° 48' 30" W 130.73 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 422.50 FEET A DISTANCE OF 65.62 FEET THE CHORD OF SAID CURVE BEARS S 2° 02' 27" W 65.55 FEET, THENCE N 64° 40' 30" W 45.90 FEET, THENCE N 80° 15' 54" W 222.86 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF TIPPLE ROAD, THENCE N 87° 28' 12" E, ALONG SAID RIGHT-OF-WAY LINE 2844.08 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 686.74 FEET A DISTANCE OF 166.85 FEET (THE CHORD OF SAID CURVE BEARS N 2° 34' 32" E 166.45 FEET), THENCE DEPARTING SAID RIGHT-OF-WAY LINE N 85° 43' 50" E 20.17 FEET, THENCE N 80° 31' 11" E 468.17 FEET, THENCE S 89° 16' 40" W 440.15 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 220.80 FEET A DISTANCE OF 30.78 FEET (THE CHORD OF SAID CURVE BEARS N 45° 04' 11" W 28.28 FEET), THENCE S 89° 56' 11" W 44.88 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 220.80 FEET A DISTANCE OF 30.78 FEET (THE CHORD OF SAID CURVE BEARS N 63° 39' 31" W 200.32 FEET), THENCE N 37° 12' 23" W 51.23 FEET HIGHWAY 89, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 237.59 FEET A DISTANCE OF 50.00 FEET (THE CHORD OF SAID CURVE BEARS N 82° 57' 31" E 50.00 FEET), THENCE DEPARTING SAID RIGHT-OF-WAY LINE N 89° 58' 11" E 206.88 FEET TO THE EAST SECTION LINE OF FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32, THENCE S 10° 04' 18" E, ALONG SAID SECTION LINE 120.60 FEET TO THE POINT OF BEGINNING.

CONTAINS 28.49 ACRES OF LAND.

BASES OF BEARINGS FOR THIS FINAL PLAT IS N 0° 04' 18" W, ALONG THE SECTION LINE 2537.32 FEET FROM THE SOUTHWEST CORNER TO THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M. THIS BEARING IS IN CONFORMANCE WITH THE CEDAR CITY ENGINEERS OPS BASE STATION AND CALCULATION.

### UTILITIES NOTE

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAY AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED IN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES AND/OR OBSTRUCTIONS AT THE LOT OWNER'S EXPENSE. OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

ROCKY MOUNTAIN POWER APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS SUBDIVISION. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DECLARATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRIC UTILITY SERVICE.

### UTILITY COMPANIES APPROVAL

WE, THE UNDERSIGNED PUBLIC UTILITY COMPANIES, DO HEREBY CERTIFY THAT WE APPROVE THIS FINAL PLAT OF THE TRAILS AT SHURTZ CANYON SUBDIVISION, PHASE 1 AMENDED AND DO NOT REQUIRE ANY ADDITIONAL EASEMENTS OTHER THAN THOSE SHOWN ON THIS PLAT.

### ROCKY MOUNTAIN POWER

DATE: \_\_\_\_\_

### DOMINION ENERGY

DATE: \_\_\_\_\_

### TDS

DATE: \_\_\_\_\_

### CENTURY LINK

DATE: \_\_\_\_\_

### SOUTH CENTRAL COMMUNICATIONS

DATE: \_\_\_\_\_

### CITY ENGINEER'S APPROVAL

I, JONATHAN STATHIS, CITY ENGINEER FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS FINAL PLAT OF THE TRAILS AT SHURTZ CANYON, PHASE 1 AMENDED WAS EXAMINED AND ACCEPTED BY ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY ENGINEER

### CITY ATTORNEY APPROVAL

I, RANDALL MCNEIL, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL PLAT OF THE TRAILS AT SHURTZ CANYON, PHASE 1 AMENDED AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEDAR CITY CORPORATION PURSUANT TO ITS ORDINANCES AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY ATTORNEY

### PLANNING COMMISSION APPROVAL

I, ADAM HAIN, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THE VICINITY MAP OF THE TRAILS AT SHURTZ CANYON, PHASE 1 AMENDED WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.

CHAIRPERSON

### CERTIFICATE OF ACCEPTANCE

I, GARTH O. GREEN, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS FINAL PLAT OF THE TRAILS AT SHURTZ CANYON, PHASE 1 AMENDED HAS BEEN APPROVED BY THE CITY COUNCIL AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MAYOR

### POSTAL SERVICE APPROVAL

THE UNITED STATES POSTAL SERVICE HEREBY APPROVES THE LOCATION SHOWN FOR THE NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNIT (NOCBU).

### POSTAL SERVICE SUPERVISOR

DATE: \_\_\_\_\_

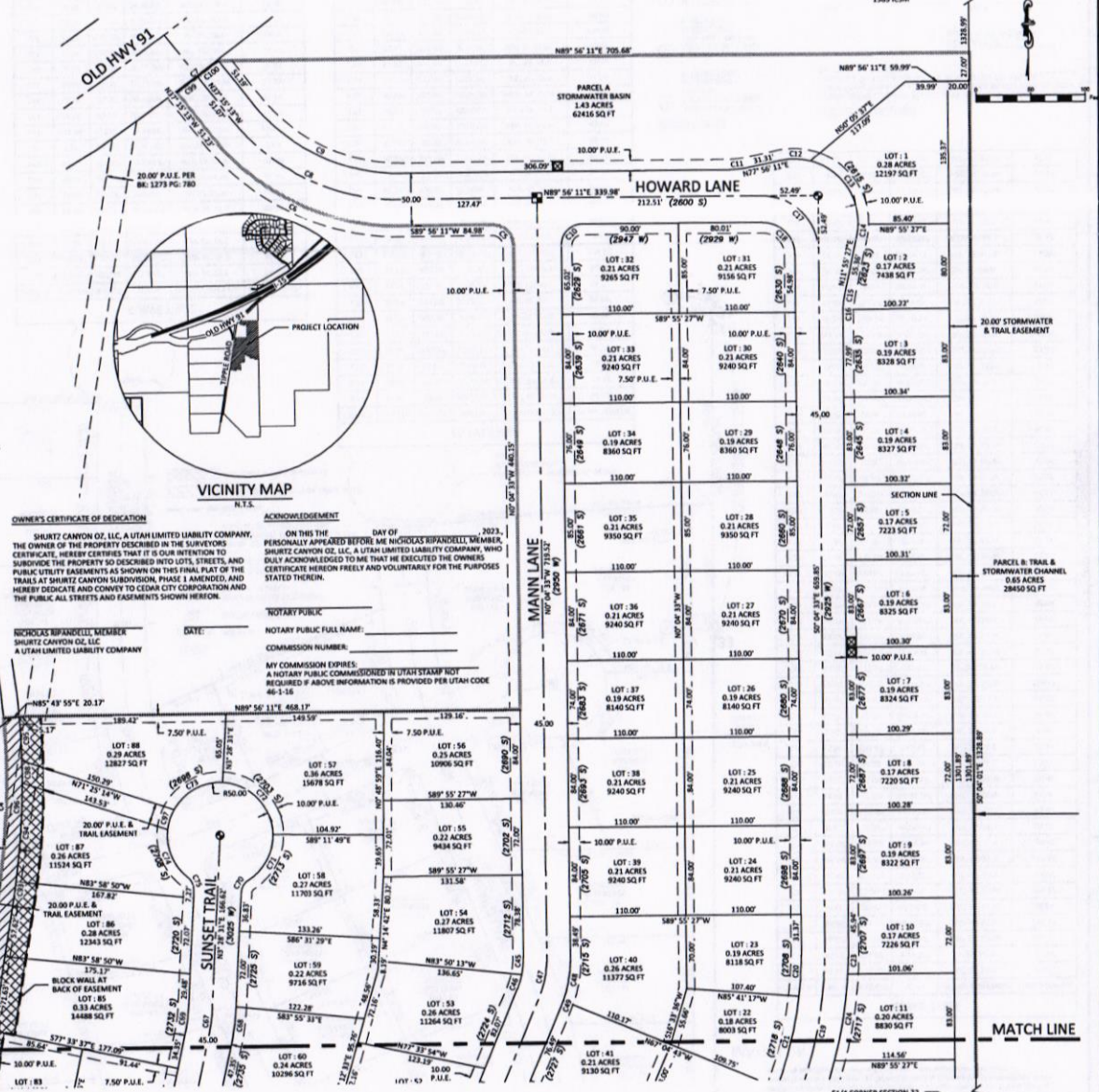
### NOTES

- THIS AMENDED PLAT CORRECTED STREET ADDRESSES, ENLARGED LOT 17, AND ADDED A P.U.E. & TRAIL EASEMENT ALONG TIPPLE ROAD.
- THE PROPERTY IS LOCATED IN FLOOD ZONE C AREA OF MINIMAL FLOODING BASED ON THE FEMA FLOOD INSURANCE RATE MAP, IRON COUNTY, UTAH (UNINCORPORATED AREAS) COMMUNITY PANEL NUMBER 49007309008, EFFECTIVE DATE: JULY 17, 1986.
- THE PROJECT IS NOT LOCATED IN THE AIRPORT INFLUENCE ZONE (AIZ).
- PROJECT GEOTECHNICAL REPORT PERFORMED BY BEEM ENGINEERING, PROJECT NUMBER R02778, AND DATED NOVEMBER 12, 2021.
- THIS PROJECT IS LOCATED IN THE WILDLAND URBAN INTERFACE ZONE.
- A PORTION OF THE SANITARY SEWER MAINS AND LATERALS IN THIS DO NOT MEET CEDAR CITY'S STANDARDS FOR DEPTH. EASEMENTS MAY BE RESTRICTED IN THIS SUBDIVISION DUE TO THE SHALLOW SEWER DEPTH. SEWER DEPTHS MUST BE VERIFIED BY THE LOT OWNER PRIOR TO CONSTRUCTION.
- LOTS WITH SHALLOW SEWER ARE 1, 4 & 29-34.
- THIS SUBDIVISION IS MORE THAN FIVE MILES BY CITY STREETS FROM THE NEAREST FIRE STATION. FIRE RESPONSE TIMES MAY BE AFFECTED.

### LEGEND

- (2391 W) ADDRESS
- DENOTES NDCBU BOX
- DENOTES STREET MONUMENT TO BE SET (CLASS 1)
- DENOTES STREET MONUMENT TO BE SET (CLASS 5)
- 5/8" BY 3/8" BEAR WITH YELLOW PVC CAP STAMPED PLATT & PLATT INC. LS 343641 TO BE SET AT ALL CORNERS
- BLOCK WALL
- DEDICATED TO CEDAR CITY FOR TIPPLE ROAD
- LANDSCAPE & TRAIL EASEMENT

### MATCH LINE



### OWNER'S CERTIFICATE OF DEDICATION

SHURTZ CANYON OF, LLC, A UTAH LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE, HEREBY CERTIFIES THAT IT IS OUR INTENTION TO SUBDIVIDE THE PROPERTY SO DESCRIBED INTO LOTS, STREETS, AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS FINAL PLAT OF THE TRAILS AT SHURTZ CANYON SUBDIVISION, PHASE 1 AMENDED, AND HEREBY DEDICATE AND CONVEY TO CEDAR CITY CORPORATION AND THE PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON.

### NICHOLAS BIFANDELLI MEMBER

SHURTZ CANYON OF, LLC  
A UTAH LIMITED LIABILITY COMPANY

### ACKNOWLEDGEMENT

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, THE PERSONAL APPEARER BEFORE ME, NICHOLAS BIFANDELLI, MEMBER SHURTZ CANYON OF, LLC, A UTAH LIMITED LIABILITY COMPANY, WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE OWNERS CERTIFICATE HEREON FREELY AND VOLUNTARILY FOR THE PURPOSES STATED THEREIN.

### NOTARY PUBLIC

DATE: \_\_\_\_\_  
NOTARY PUBLIC FULL NAME: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

### MY COMMISSION EXPIRES

A NOTARY PUBLIC COMMISSIONED IN UTAH; STAMP NOT REQUIRED IF ABOVE INFORMATION IS PROVIDED PER UTAH CODE 46-1-16

29 28  
32 33

NE CORNER SECTION 32,  
T.36S., R.11W., SLB&M  
1989 NS&M



SECTION	DATE	BY
FILED		
RECORDED		
INDEXED		
FILED		

FINAL PLAT FOR  
THE TRAILS AT SHURTZ CANYON  
SUBDIVISION, PHASE 1 AMENDED  
WITHIN THE E1/2 OF SECTION 32, T. 36 S., R. 11 W., SLB&M  
CEDAR CITY, IRON COUNTY, UTAH

DRAWN BY:  
H.K. HUET

CHECKED BY:  
R.B. PLATT

DATE: Aug 08, 2023

SCALE: 1" = 50'

PAGE: 1 OF 2



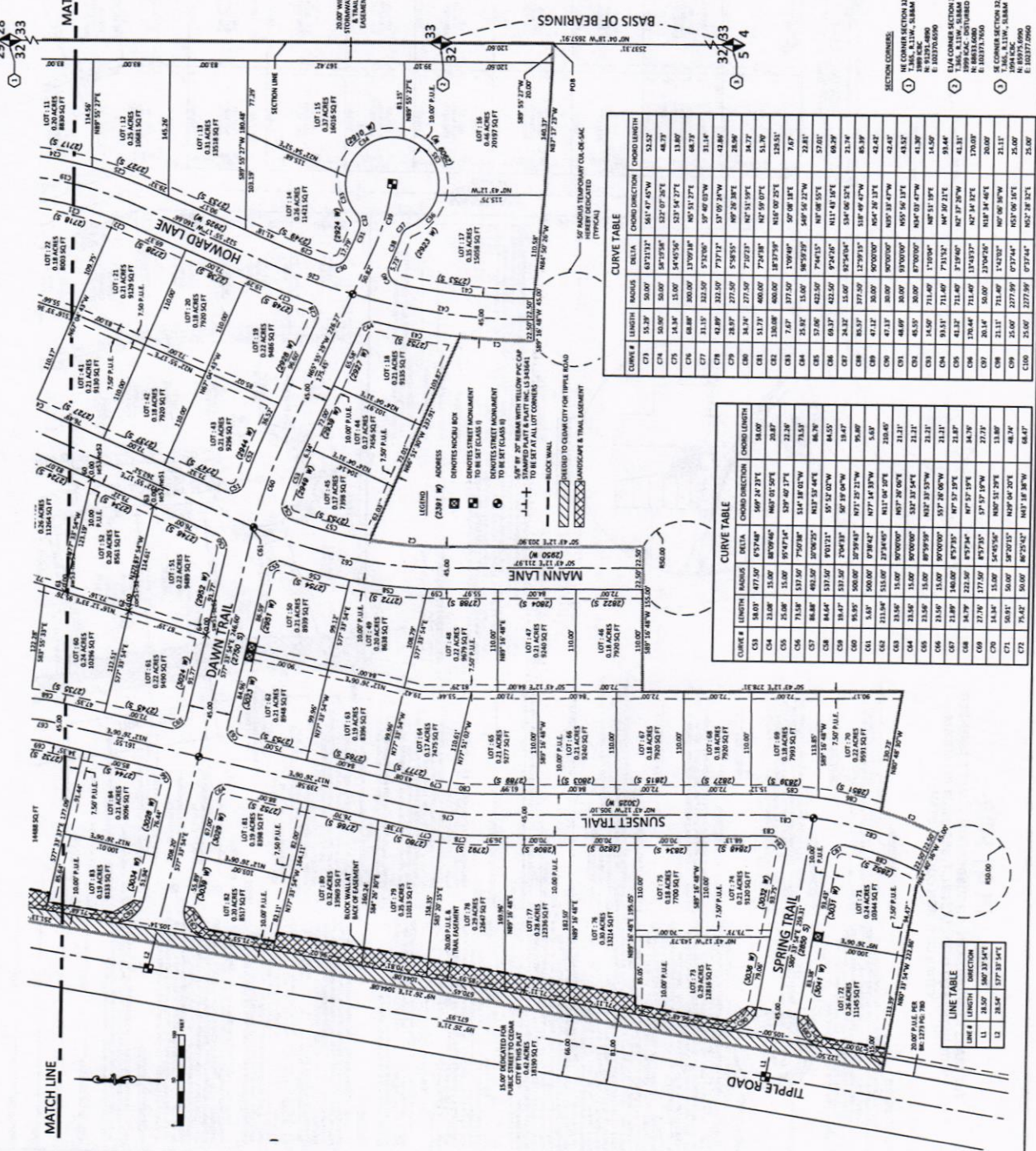
**THE TRAILS AT SHURZ CANYON**  
SUBDIVISION, PHASE 2 AMENDED  
FINAL PLAT FOR  
WITHIN THE CROSS CITY, IOWA COUNTY, IOWA

RECORDED BY  
IOWA COUNTY RECORDER  
DATE: AUG 08, 2023  
SCALE: 1" = 40'

Match Line  
29+28  
32+33

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	79.87	72.50	67.93°	N67°26'55"	79.87
C2	90.25	526.55	9°49'33"	S73°38'07"W	90.14
C3	63.62	422.50	8°33'55"	S50°52'27"W	63.55
C4	168.80	696.80	18°43'30"	N47°34'32"E	168.45
C5	314.1	1373.60	36°86'54"	N47°04'11"W	313.28
C6	202.88	202.88	90°00'00"	S87°39'11"W	200.13
C7	168.84	200.00	52°48'35"	N47°47'24"E	168.84
C8	168.84	200.00	52°48'35"	S47°39'11"E	168.84
C9	168.84	200.00	52°48'35"	N47°39'11"E	168.84
C10	168.84	200.00	52°48'35"	S47°39'11"E	168.84
C11	208.94	100.00	17°00'00"	N48°55'49"E	208.94
C12	208.94	100.00	17°00'00"	S48°55'49"E	208.94
C13	81.07	60.00	77°13'21"	N48°27'28"W	75.00
C14	161.35	60.00	94°15'39"	N47°04'38"E	161.35
C15	153.9	100.00	87°04'00"	N47°21'48"E	153.92
C16	5.01	100.00	87°04'00"	N47°21'48"E	5.01
C17	82.46	32.00	87°04'00"	N45°04'11"E	82.46
C18	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C19	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C20	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C21	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C22	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C23	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C24	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C25	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C26	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C27	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C28	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C29	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C30	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C31	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C32	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C33	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C34	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C35	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C36	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C37	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C38	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C39	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C40	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C41	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C42	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C43	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C44	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C45	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C46	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C47	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C48	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C49	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C50	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C51	41.23	32.00	87°04'00"	N45°04'11"E	41.23
C52	41.23	32.00	87°04'00"	N45°04'11"E	41.23



**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C71	53.39	50.00	63°21'31"	S41°47'46"W	52.52
C72	53.39	50.00	63°21'31"	S27°02'28"E	48.37
C73	14.34	15.00	54°45'58"	S33°34'27"E	13.87
C74	68.88	300.00	13°09'38"	N07°51'27"E	68.37
C75	31.15	322.50	5°23'00"	S9°40'07"W	31.68
C76	42.89	322.50	7°17'12"	S10°28'26"W	43.89
C77	28.97	272.50	5°58'55"	N07°38'27"E	28.98
C78	84.34	272.50	7°29'21"	N07°38'27"E	84.37
C79	151.37	600.00	7°29'21"	N07°38'27"E	151.39
C80	151.37	600.00	7°29'21"	N07°38'27"E	151.39
C81	7.67	372.50	1°09'49"	S09°08'18"E	7.69
C82	25.87	35.00	88°39'39"	S49°58'22"W	25.81
C83	57.08	622.50	7°46'13"	N07°08'55"E	57.01
C84	69.37	622.50	9°24'26"	N11°43'36"E	69.39
C85	24.32	15.00	92°54'00"	S34°06'52"E	23.98
C86	85.37	372.50	12°59'13"	S18°49'47"W	85.39
C87	47.12	30.00	90°00'00"	N04°30'12"E	47.12
C88	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C89	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C90	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C91	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C92	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C93	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C94	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C95	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C96	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C97	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C98	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C99	47.12	30.00	90°00'00"	N05°38'47"W	47.12
C100	47.12	30.00	90°00'00"	N05°38'47"W	47.12

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C53	18.07	477.50	6°57'40"	S69°24'23"E	18.00
C54	23.08	51.00	88°09'46"	N46°35'50"E	22.87
C55	25.08	51.00	88°09'46"	S39°40'37"E	24.38
C56	84.88	402.50	7°09'48"	N15°32'44"E	84.55
C57	84.88	402.50	7°09'48"	S15°32'44"E	84.55
C58	84.88	402.50	7°09'48"	N15°32'44"E	84.55
C59	84.88	402.50	7°09'48"	S15°32'44"E	84.55
C60	5.00	500.00	0°00'00"	N07°32'21"W	5.00
C61	5.00	500.00	0°00'00"	N07°32'21"W	5.00
C62	111.94	510.00	0°00'00"	N07°32'21"W	111.94
C63	233.88	1020.00	0°00'00"	N07°32'21"W	233.88
C64	233.88	1020.00	0°00'00"	N07°32'21"W	233.88
C65	233.88	1020.00	0°00'00"	N07°32'21"W	233.88
C66	233.88	1020.00	0°00'00"	N07°32'21"W	233.88
C67	233.88	1020.00	0°00'00"	N07°32'21"W	233.88
C68	233.88	1020.00	0°00'00"	N07°32'21"W	233.88
C69	233.88	1020.00	0°00'00"	N07°32'21"W	233.88
C70	233.88	1020.00	0°00'00"	N07°32'21"W	233.88
C71	58.81	50.00	54°00'00"	N46°35'50"E	58.39
C72	74.42	50.00	66°25'42"	N47°18'28"W	74.47

**LINE TABLE**

LINE #	LENGTH	DIRECTION
11	25.58	S87°33'44"E
12	25.58	S87°33'44"E

**SECTION CORNERS**

- SECTION CORNER 32  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 33  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 34  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 35  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'

**ESTIMATE OF RECORDS**

I, CAROL JEFFERS, COUNTY RECORDER OF IOWA COUNTY, IOWA, DO HEREBY CERTIFY THAT THIS FINAL PART OF THE TRAILS AT SHURZ CANYON, PHASE 1 SUBDIVISION, PHASE 2 AMENDED, IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS FILED IN MY OFFICE ON THIS DATE: 08/08/2023.

RECORDED AT THE REQUEST OF: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SCALE: 1" = 40'

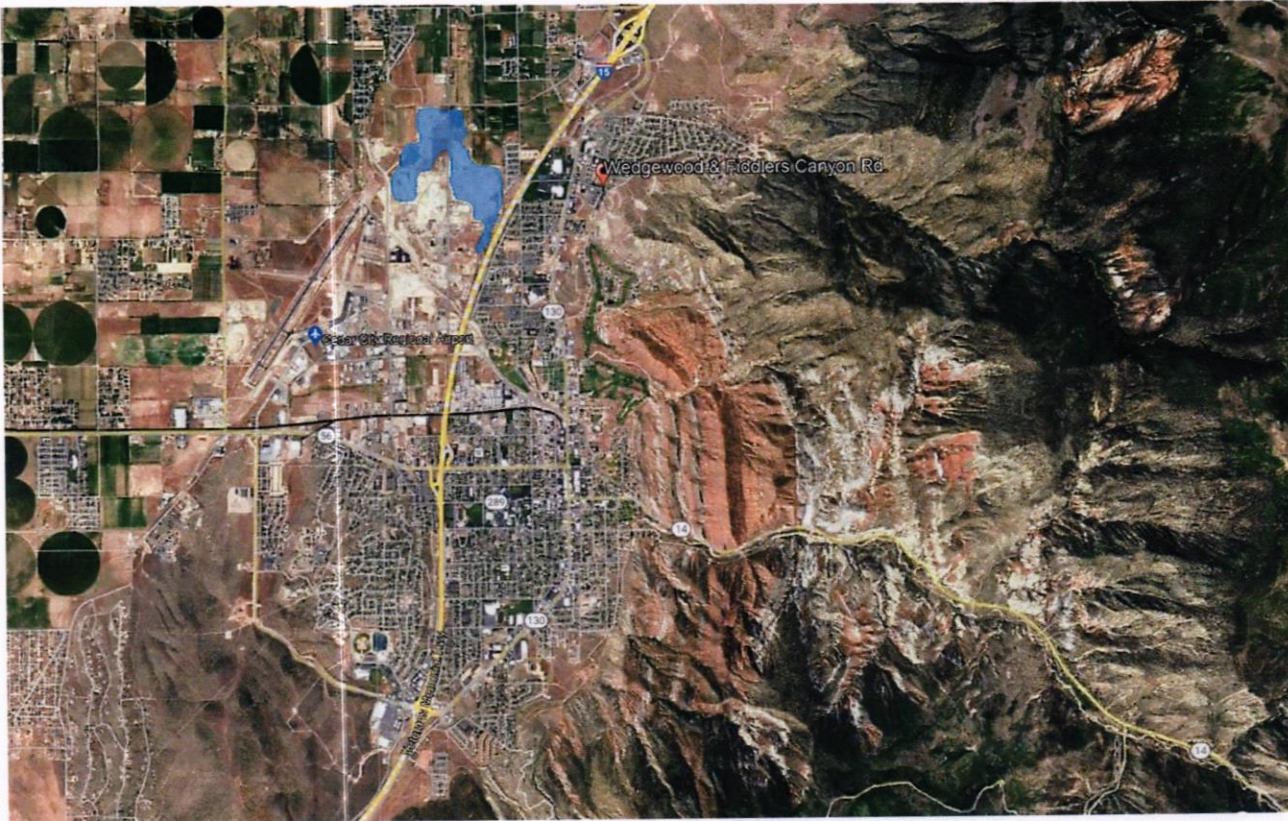
**SECTION CORNERS**

- SECTION CORNER 32  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 33  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 34  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 35  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'

**SECTION CORNERS**

- SECTION CORNER 32  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 33  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 34  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'
- SECTION CORNER 35  
T.B.E. 111.10', N.84.00'  
E. 103.70', S.84.00'

# Cedar City Council Agenda Item



## Issue and Request for Action

The lower Ashdown Forest Road and South Wedgewood Lane/East Canyon Commercial Avenue has been experiencing repeated & costly flood damage caused by the unique development practices and layouts of developments directly across from Fiddler Canyon Elementary. These developments exist in an area where high gradients, abnormally high available sediment loads and large upstream drainage areas combine to create a unique hazard to students, residents and property. (One of the two apartment developments in particular is being used as a gravel pit in their excavation phase which has greatly extended their excavation phase in duration and adds to the sediment load problems.)

This month's damages exceeded all previous flooding episodes. Rainfall on August 17 produced flood waters which exposed Dominion Energy gas lines in the area in question, as well as causing thousands of dollars of damage to city streets, private residences, the gas line, cars and business as a result of the above issues. These flooding issues have occurred more than a dozen times since the developments in question began a few years ago, but hit a new level of damage in the August 17 floods.

The citizens of the Ashdown Forest area requesting an amendment to city ordinances to require pre-emptive curb-gutter and road extension for situations where:

1. High gradients and upstream flow potentials pose a high risk to the safety of utility lines and city infrastructure.
2. Failure to placing curb, gutter and street work within 90 days of the first ground displacement poses a significant risk to downstream individuals and property.

3. Increased Sediment loads directly caused by said developments pose a risk to property or safety of Iron County school district property and/or student safety while on school property or in commute to and from school.

I will be discussing these issues with the city engineer and city attorney to make sure everyone is aware of the issues and see if a solution can be figured out.

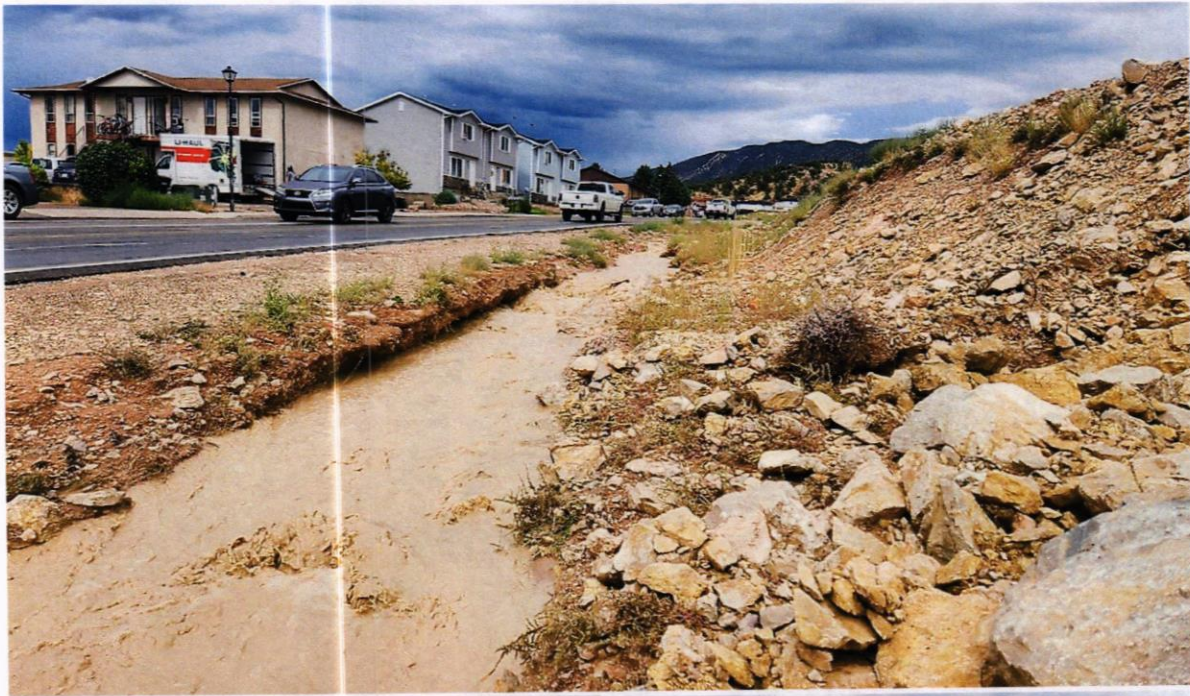


Below are a number of images from Damages caused by flooding on August 17<sup>th</sup> (but similar to other flooding events which have plagued the area for several years as a consequence of the developments in question and their ground disturbances combined with their failure to place curb and gutter shortly after initial excavations.











Road damage and gas lines exposed as a result of delayed shoulder, curb and gutter installation.

CEDAR CITY COUNCIL

AGENDA ITEMS – 8

TO: Mayor and City Council  
FROM: City Attorney  
DATE: August 28, 2023  
SUBJECT: Development Agreement for 900 W project with The Dixie & Anne Leavitt Foundation.

DISCUSSION:

When the Council approved the zone changes for the properties on 222, 234, and 256 S 900 W back on June 14, 2023, that approval was contingent upon the property being transferred to the developer and the acceptance of a development agreement. That development agreement is attached hereto along with a resolution approving it. At the end of that meeting, I stated the agreement would cover three things: "landscaping, access through the wall and the 35' feet back on the south and east sides." Those three items are included in the "Developer Obligations" on page 2 of the agreement.

However, additional things were stated, if not promised, during the two Council meetings on this item. I've attached immediately following this page some relevant quotes from the June 7<sup>th</sup> and 14<sup>th</sup> minutes regarding possible other items that could be included in the development agreement but have not been to this point. If Council wants any of those added, please let us know.

Please consider approving the attached resolution and Development Agreement.

Developer promises (claimed or stated) on 900 West project

Council Minutes from 6/7/2023 & 6/14/2023

- Dane Leavitt:
  - o "The city has asked for 30 feet, we will do 60 feet before the homes, a row of parking, a driveway and another row of parking. We will also commit to build a cinder block fence with gates and entryways to minimize disruption in the neighborhood during construction." (6/14/2023)
  - o "We will start at 1025 West and move north." (6/14/2023)
  - o The fence will have trees." (6/14/2023)
- Jim Lunt
  - o "I have a dog in the fight, to speak to landscaping, the neighbors have a verbal commitment that when the time comes to do the landscaping, they will meet with the neighbors adjacent, so we as neighbors will have input on what the landscaping looks like, the trees, colors and they will set back the building, and he is an honorable man." (6/14/2023)
    - Teri Hartley: "I think we would miss the opportunity to have someone work with the neighbors. If someone from out of town was developing, we wouldn't get the same care and concern." (6/14/2023)
    - Dane:
      - "I feel great about the process, it helped us think deeply about the interface between us and the neighbors, we can't do everything they want, but we can do some." (6/14/2023)
      - "we are happy to have additional meetings with the neighbors" (6/7/2023)
    - Scott Phillips: "be aware and make sure the landscaping is in harmony with what is around them." (6/7/2023)
- Mark Leavitt:
  - o "Each building will have 208 beds." (6/7/2023)
  - o "The building will be 4 stories like Founders Hall." (6/7/2023)
  - o We will have parking around the buildings. We will not bother the Atkins property until their home is repurposed." (6/7/2023)
  - o "when the project is done 806 [beds]" (6/7/2023)

**CEDAR CITY RESOLUTION NO. 0913-23-\_\_\_**

**A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT WITH THE DIXIE & ANNE LEAVITT FAMILY FOUNDATION FOR APPROXIMATELY 3.35 ACRES LOCATED AT APPROXIMATELY 222 S, 234 S, AND 256 S 900 W WITHIN CEDAR CITY**

**WHEREAS**, the City Council hereby determines that it will be in the best interest of the City to allow development of the subject property in accordance with the Development Agreement; and

**WHEREAS**, the Development Agreement will allow the subject property to be development in accordance with the following:

Area	Use	Acres	Current Zone
B-1115-0008-0000	Residential	0.26	R-2-2
B-1115-0013-0000	Residential	0.26	R-2-2
B-1115-0002-0000	Residential	2.83	R-1 & R-2-2

**WHEREAS**, the Development Agreement outlines the responsibilities for each party; and

**WHEREAS**, attached hereto and incorporated herein as exhibit A is the Development Agreement; and

**WHEREAS**, the Development Agreement has been reviewed and received a positive recommendation from the City's Planning Commission.

**NOW THEREFORE** be it resolved by the City Council of Cedar City, Iron County, State of Utah, that the Development Agreement provided in Exhibit A is approved by Cedar City.

Council Vote:

- Hartley -
- Isom -
- Phillips -
- Melling -
- Riddle -

This resolution shall take effect immediately upon passage.

Dated this \_\_\_\_ day of September, 2023.

---

GARTH O. GREEN  
MAYOR

[SEAL]  
ATTEST:

---

RENON SAVAGE  
RECORDER

EXHIBIT A

The following is a summary of the development agreement between Cedar City and The Dixie & Anne Leavitt Family Foundation. The agreement outlines the terms and conditions for the development of a new facility in Cedar City, Utah. The facility is to be used for the purpose of providing services to the community. The agreement is subject to the approval of the Cedar City Council and the Utah State Office of Public Health.

# EXHIBIT A

## Cedar City's Development Agreement with The Dixie & Anne Leavitt Family Foundation

This development agreement is entered into this day of [Month], 20[Year], by and between Cedar City, Utah, and The Dixie & Anne Leavitt Family Foundation. The purpose of this agreement is to define the terms and conditions for the development of a new facility in Cedar City, Utah. The facility is to be used for the purpose of providing services to the community. The agreement is subject to the approval of the Cedar City Council and the Utah State Office of Public Health.

The facility is to be located at [Address]. The facility is to be used for the purpose of providing services to the community. The agreement is subject to the approval of the Cedar City Council and the Utah State Office of Public Health. The facility is to be used for the purpose of providing services to the community. The agreement is subject to the approval of the Cedar City Council and the Utah State Office of Public Health.

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## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as “City” and The Dixie & Anne Leavitt Family Foundation, a Utah limited liability company, hereafter referred to as “Developer.” The Developer is the owner of approximately 3.35 acres of property located in Cedar City in the vicinity of 222 S, 234 S, and 256 S 900 W (the “Project”). The City and Developer are collectively referred to in this Agreement as the “Parties.”

### RECITALS

A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-9a-102(2) as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Developer is the owner of certain real property located in Cedar City, Utah and desires to develop the property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of Cedar City’s general plan, zoning, and development regulations in order to receive the benefit of zoning designations under the terms of this Agreement as more fully set forth herein.

C. The Project is arranged on Iron County Parcel Numbers B-1115-0008-0000 (0.26 acres), B-1115-0013-0000 (0.26 acres), and B-1115-0002-0000 (2.83 acres) located on or about 222 S, 234 S, and 256 S 900 W, Cedar City, Utah, with the legal description of the individual lots and map being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

D. Parties acknowledge that the Project property is currently zoned in the following areas as follows:

<b>Area</b>	<b>Use</b>	<b>Acres</b>	<b>Current Zone</b>
B-1115-0008-0000	Residential	0.26	R-2-2
B-1115-0013-0000	Residential	0.26	R-2-2
B-1115-0002-0000	Residential	2.83	R-1 & R-2-2

With the understanding that the Parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land uses, densities, and a mixture of commercial and residential uses within the Project, and to outline when various City infrastructure improvements are to be constructed and dedicated to the City.

E. The Developer may complete the Project in one or more phases pursuant to one or more complete development applications to the City for development of a portion of the Project.

F. Developer and City desire to allow the Developer to make improvements to the Property and develop the Project pursuant to City ordinance, policies, standards, and procedures.

G. The Cedar City Council has authorized the negotiation of and adoption of a development agreement which advances the policies, goals, and objectives of the Cedar City General Plan, and preserves and maintains the atmosphere desired by the citizens of the City. Moreover, the Developer has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.

H. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Resolution No. \_\_\_\_\_, a copy of which is attached to this Agreement as Exhibit "B".

## AGREEMENT

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:**

### I. Recitals.

The recitals set forth above are incorporated herein by this reference.

### II. Exhibits.

The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

- Exhibit A - Legal Descriptions of Properties
- Exhibit B - Adopting Resolution
- Exhibit C - Preliminary Layout Plan

### III. Developer Obligations.

- A. Completion of the Project. Developer agrees to construct and complete the Project in accordance with the City's ordinances. In addition, Developer hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:
- i. No building or structure will be constructed within thirty-five feet (35') of the project boundaries on the south and east sides of the project.
  - ii. Developer is required to install and maintain gates in the expected cinder block wall on the south side of the project for the use of the residents of the properties

abutting the south side of the project. Unless another size or location is mutually agreed upon by Developer and the affected property owner(s), the gates will be installed approximately where the current gates are located and of the same approximate size and not where existing structures on the neighboring properties would obstruct the use of any part of the gate. Developer will maintain unobstructed access on the project side of the gates, allowing for continued use as has previously been allowed.

iii. Prior to installing the landscaping, Developer is required to consult with the abutting neighbors to receive their input.

B. Project Density and Lot Arrangement. The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that described in Council meeting due to road changes in the vicinity, market forces, and other factors that are unforeseeable. Developer may transfer the location of the residential dwelling units between and among the discussed buildings so long as (a) no transfer shall allow the Project to exceed the maximum residential dwelling units as set forth in this Agreement, if any,, and (b) all residential dwelling lots satisfy the minimum zoning requirements as specified in the R-3-M zone.

#### IV. Vested Rights and Reserved Legislative Powers.

A. Zoning; Vested Rights. The City has agreed to zone the Property as follows:

Area	Use	Acres	Current Zone
B-1115-0008-0000	Residential	0.26	R-3-M
B-1115-0013-0000	Residential	0.26	R-3-M
B-1115-0002-0000	Residential	2.83	R-3-M

as shown on the City's zoning map and the zoning for City accommodates and allows all development contemplated by City ordinance, City engineering standards, and this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Developer "vested rights" as that term is construed in Utah's common law, pursuant to Utah Code Ann. 10-9a-509, and City ordinance. As of the date of this Agreement, the Parties confirm that the uses, configurations, densities, and other development standards reflected in this Agreement are agreed upon and approved under, and consistent with, City's existing laws, Zoning Map, and General Plan.

At the completion of all of the development on the entire project in accordance with the approved plans, Developer shall be entitled to have developed the maximum residential units

allowed by ordinance, except as specified in this Agreement. This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.

- B. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.
- C. Application under City's Future Laws. "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Developer is not in current breach of this Agreement.

#### **V. Term.**

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of forty (40) years from its date of recordation in the official records of the Iron County Recorder's Office. For good cause, the City Council may grant an extension of the forty (40) year term limit.

## **VI. General Provisions.**

- A. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be in writing and shall be sent registered or certified mail to:

If to City: Cedar City Corporation  
10 N. Main St.  
Cedar City, UT 84720

If to Developer: The Dixie & Anne Leavitt Family Foundation  
176 West 725 South  
P.O. Box 1027  
Cedar City, UT 84721

Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

- B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.
- E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing.
- F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties.

- G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.
- H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer's ability to complete the Project is not defeated by such severance.
- I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.
- J. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
- K. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.
- M. Assignment. The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer's sale of completed subdivision lots within the Project.
- N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

O. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

*(remainder of page intentionally left blank)*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year set forth above:

**DEVELOPER:**

The Dixie & Anne Leavitt Family Foundation

By: \_\_\_\_\_

[NAME NEEDED]

STATE OF UTAH

:ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared before me [NAME NEEDED] who duly acknowledged to me that he signed the above and foregoing document.

By: \_\_\_\_\_



Exhibit "A"

Parcel 1: (B-1115-0002-0000)

Beginning North 26°27' West 581.0 feet from the Southeast corner of the SW 1/4 NE 1/4 of Section 15, Township 36 South, Range 11 West, S. L. M. and running thence North 0°35' West 400 feet; South 89°25' West 300 feet; South 0°35' East 160 feet; thence Southwesterly around the arc of a curve to the right and to a point South 89°25' West 480 feet, more or less from the point of beginning; thence North 89°25' East 480 feet, more or less to beginning.

LESS AND EXCEPTING therefrom all that portion conveyed by that certain Quit Claim Deed recorded September 12, 1969, as Entry No. 153656 in Book 148 at Page 71, and being more particularly described as follows:

Commencing at a point 515.8 feet North and 690.5 feet West from the SE corner of the SW 1/4, NE 1/4, Sec. 15, T36 S, R 11 W, Salt Lake Meridian, said point in the South boundary of Lot 9, Block 1, F. A. Thorley Subdivision, thence S 89°25' West 48.5 feet; thence Northeasterly along an arc of a curve concave to the left having a radius of 230.7 feet a distance of 51.5 feet; thence S 0°25' E 16.7 feet to the point of beginning.

Parcel 1A: (Unassessed - North Half of Vacated Walkway) The NORTH HALF of the two (2) parcels of land vacated walkway as disclosed by that certain Ordinance Vacating Walkway recorded August 28, 1972, as Entry No. 164604 in Book 176 at Page 331, and being more particularly described as follows:

1. Beginning at the Southeast Corner of Lot 8, Block 1, F.A. Thorley Subdivision in Cedar City, Iron County, Utah, running thence S 0°35' E 14.40 feet; S 89°25' W 276.40 feet; N 0°35' W 14.40 feet; N 89°25' E 276.40 feet to place of beginning.

2. Beginning S 89°25' W 5.0 feet from the Northeast Corner Lot #1, Block 3 of the F.A. Thorley Subdivision located in Cedar City, Iron County, Utah; running thence S 89°25' W 225.10 feet; N 64°51'47"E 34.62 feet; N 89°25' E 193.60 feet; S 0°35' E 14.40 feet to place of beginning.

LESS AND EXCEPTING therefrom all that portion conveyed by that certain Quit Claim Deed recorded December 30, 1981, as Entry No. 232463 in Book 285 at Page 704, and being more particularly described as follows:

Beginning at the NE Corner Lot 14, Block 3, F.A. Thorley Subdivision, Cedar City, Iron County, Utah; thence S 89°25' W 80.00 ft. along the North line of said Lot 14; thence N 70°24'24" E, 44.2 ft. more or less along the E'ly line of 1100 W Street; thence N 89°25' E, 38.2 ft. more or less along the North line of a 14.4 ft walkway and drainageway; thence S 0°35' E, 14.4 to the point of beginning.

Parcel 1B: (Unassessed - Portion of South Half or Walkway)  
Beginning S 0°35'00" E. 7.20 feet along the West line of 900 West St. from the Southeast corner of Lot 8, Block 1, F. A. Thorley Subdivision; and running thence S 0°35'00" E. 7.20 feet along said West line of street; thence S 89°01'00" W, 135.00 feet to the Northeast corner of Lot 1, Block 4, of said Subdivision; thence N 0°35'00" W, 7.20 feet; thence N 89°01'00" E, 135.00 feet to the point of beginning.

**Parcel 1C: (Unassessed - Portion of South Half or Walkway)**

**Beginning at the Northeast corner of Lot 1, Block 3, F. A. Thorley Subdivision; and running thence S 89°01'00" W, 150.10 feet; thence N 0°35'00" W, 7.20 feet; thence N 89°01'00" E, 150.01 feet; thence S 0°35'00" E, 7.20 feet to the point of beginning.**

**Parcel 1D: (Unassessed - Portion of South Half or Walkway)**

**Beginning at the Northeast corner of Lot 1, Block 4, F. A. Thorley Subdivision; and running thence S 89°01'00" W, 146.40 feet to the Northwest corner of said Lot; thence N 0°35'00" W, 7.20 feet; thence N 89°01'00" E, 146.40 feet; thence S 0°35'00" E, 7.20 feet to the point of beginning.**

**Parcel 2 - LOT 2, BLK 1, F.A.THORLEY SUBDIVISION. Parcel ID: B-1115-0008-0000**

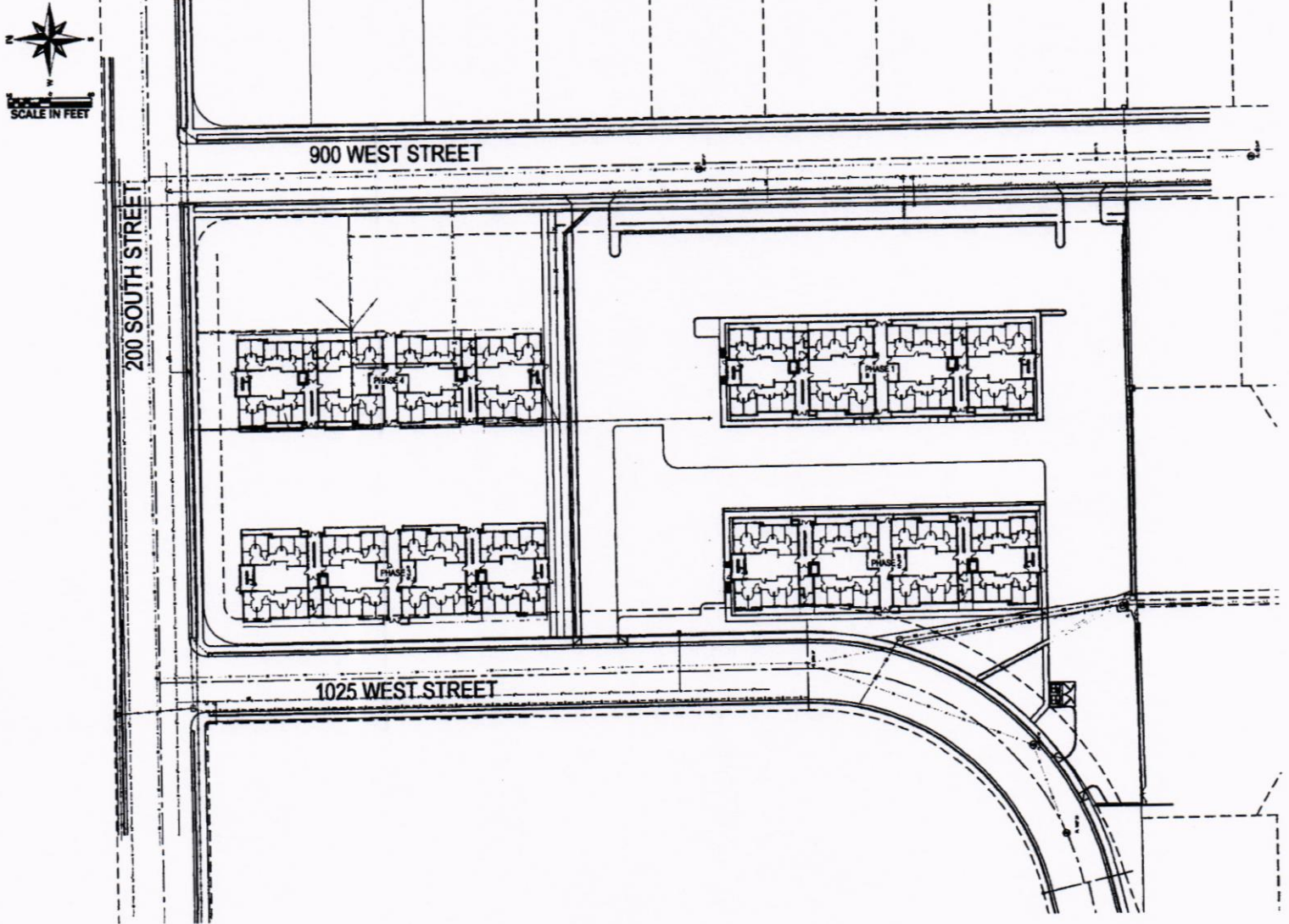
**Parcel 3 - LOT 3, BLK 1, F A THORLEY SUBDIVISION. Parcel ID: B-1115-0013-0000**

**EXHIBIT B**

Cedar City Resolution No. \_\_\_\_\_

# EXHIBIT C

Preliminary Layout of Travis Tower, can be modified



CEDAR CITY COUNCIL

AGENDA ITEMS – 9

TO: Mayor and City Council

FROM: City Attorney

DATE: August 28, 2023

SUBJECT: Requested Zone change for property located at 168 E College Ave.

DISCUSSION:

Pursuant to the request for a zone change and change to another non-conforming use for property located at approximately 168 E College Ave, one ordinance and one resolution were prepared. The property owner seeks to change the zone from Central Commercial to R3-M for the left portion of the property, leaving the right portion of the property as Central Commercial per the attached map. The property is listed as high density residential on the General Plan. Staff have some concerns about creating a split zone lot as many of our ordinances are not well-written for split zone lots, including how to address setbacks, sight-obscuring fences, etc.

The non-conforming use question that was addressed during the planning commission appears to have been resolved by separating the concepts of non-conforming use and non-conforming structure. If the zone change is approved, whether for only part of the property or the whole, then the use of the primary structure as a dwelling is no longer non-conforming and will come into compliance with current ordinance. As long as the applicant keeps the structure's footprint the same, the structure may remain where it is located and used as a residential building.

The same cannot be said for any accessory buildings as those have never been approved as residential dwellings. Apparently, the primary building was initially constructed as a funeral home around 1972, and later transitioned to a residential project in 1992. The change to a residential use was approved by the City when the building permit was approved on February 24, 1992, changing the use from mortuary to residential, but it appears that was for a single family residence with a second building as an accessory building only. The County Assessor's Office currently labels the property as a single-family home, but the property is apparently being used as a multi-unit residential complex. Staff are not sure when it transitioned from a single dwelling unit to multiple units as that could not be found on a permit or any other records. City records do not show a rental dwelling license for this location, either as a single rental or multiple.

The owner seeks to continue to use the property as a multi-unit residential complex after the current major remodel.

The Planning Commission addressed this issue only last night, so I am unable to state in this memo what their recommendation was. Staff will let you know during the Council meeting. Please consider whether to pass an ordinance changing the zoning of all or part of this lot. If Council wants to change the zone of the entire lot, we will make that modification before the action meeting.

**CEDAR CITY ORDINANCE NO. 0913-23-\_\_\_**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM CENTRAL COMMERCIAL (CC) TO DWELLING MULTIPLE UNIT (R-3-M) FOR PROPERTY LOCATED AT 168 EAST COLLEGE AVE**

**WHEREAS**, the owner of property located 168 E College Ave. has petitioned Cedar City to change the current zoning designation from Central Commercial (CC) to Dwelling Multiple Unit (R-3-M), for the left portion of the property, which is more particularly described as follows:

PARCEL ACCT# 0335270

SERIAL NUMBER B-0467-0001-0001

LEGAL DESCRIPTION OF LEFT PORTION ONLY:

BEGINNING AT A POINT ON THE SOUTH LINE OF COLLEGE AVENUE WHICH IS SITUATED S.0°45'39"E. 25.00 FEET FROM THE ORIGINAL NORTHWEST CORNER OF LOT 14, BLOCK 23, CEDAR CITY TOWN SURVEY ALSO BEING A POINT ALONG THE CENTERLINE OF COLLEGE AVE; THENCE N.89°32'43"E. ALONG THE SOUTH LINE OF COLLEGE AVENUE 33.79 FEET, THENCE S.0°44'24"E. 104.34 FEET, THENCE S.89°32'31"W. 33.76 FEET, THENCE S.0°45'39"E. 10.66 FEET, THENCE S.89°32'31"W. 20.00 FEET THENCE N.0°45'39"W. 74.00 FEET, THENCE S.89°32'43"W. 57.27 FEET, THENCE N.0°05'45"W. 41.00 FEET, THENCE N.89°32'43"E. 76.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 8163 SQUARE FEET OF LAND.

**WHEREAS**, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed zoning amendment and gave a positive recommendation to the proposal; and

**WHEREAS**, the City Council after duly publishing and holding a public hearing to consider the proposed zoning amendment finds the proposed amendment furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's zoning ordinance, or correcting manifest errors.

**NOW THEREFORE BE IT ORDAINED** by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from CC to R-3-M, for the left portion of the property located at 168 E College Ave, and more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. 0913-23-\_\_\_, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Hartley -

Isom -

Phillips -  
Melling -  
Riddle -

Dated this \_\_\_\_\_ day of September 2023.

\_\_\_\_\_  
GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

\_\_\_\_\_  
RENON SAVAGE, RECORDER



**CEDAR CITY COUNCIL**

**AGENDA ITEM** 10

**DECISION SHEET**

**TO:** Mayor and City Council

**FROM:** Steven D. Decker, Library Director

**DATE:** 8/18/2023

**SUBJECT:** Disposal of City Property

**ISSUE:** Proper disposition gifted city property – miniature railroad exhibit.

***DISCUSSION:***

During the summer of 2023, Cedar City celebrated the centennial year of rail service to the city. Many events were planned and carried out including an exhibit of railroad memorabilia at the Cedar City Public Library.

As part of that celebration and accompanying displays, Councilmember Phillips and others worked to secure a small-scale train display mounted on two 4'x8' sheets of plywood. The display remains at the Library. Plexiglass barriers surround the exhibit to discourage viewers from touching or handling it.

The display was gifted to Cedar City. It was previously housed in a storage facility in or near Enterprise, Utah. I am unaware of any other issues of provenance.

Councilman Phillips has been in contact with the City of Calente, Nevada. Inasmuch as Cedar City's celebration has ended and Calente is preparing a celebration, it is proposed that the display be gifted to Calente.

An estimate value of the display will be presented in the August 30, 2023, work meeting.

Photos: Attached.

**RECOMMENDATION:**

Inasmuch as further need for the display is negligible and storage is problematic, it is recommended that Cedar City dispose of this asset and gift the asset to the City of Calente, Nevada.





CEDAR CITY COUNCIL

AGENDA ITEM - 11

TO: Mayor and City Council  
FROM: Tyler Galetka, Airport Manager  
DATE: August 30, 2023  
SUBJECT: Approval to sign Change Order 1 for AIP-048

DISCUSSION:

The Cedar City Regional Airport has received the AIP-048 Federal grant offer to acquire a new Aircraft Rescue Fire Fighting (ARFF) Truck and ancillary equipment.

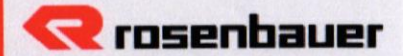
The airport has gone out to bid for this project where Rosenbauer was awarded the project for the ARFF truck with an initial cost of \$915,000. The federal payment for this portion of the project is scheduled to be \$869,250, while the airport has budgeted \$45,750 for the 5% match.

The airport, Cedar City Fire Department (CCFD), and Aviation held a meeting with Rosenbauer to discuss the specifications of the ARFF Truck. After review of the proposed ARFF Truck, the CCFD was not satisfied with the equipment provided on the truck, which is designed only to FAA minimum standards.

After further discussion, the CCFD has requested to remove \$19,250 worth of unnecessary equipment and add \$37,132 of additional equipment and changes. After the credit, Rosenbauer is requesting a change order of \$17,882 to be paid by the city by the end of the production period, which is estimated to complete in October of 2024. Because the changes are not approved in the FAA minimum standards, this change order would not qualify for federal assistance and the city would need to budget for this expense in the FY 25 budget. With the additions, safety and longevity will be enhanced for this ARFF Vehicle well beyond its expected lifetime.

Please consider having the Mayor sign this change order so we can begin production for the ARFF vehicle.

# CHANGE ORDER #1



Cedar City, UT.

CHANGE REQUEST

Body Job #:

DATE: August 24, 2023

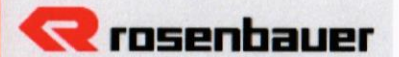
105879

Initiated By: Dealer/Customer

BODY CHANGES

	Action	Qty.		DESCRIPTION OF CHANGE	PRICE
1	DELETE	-1	(\$1,005)	Remove Espar Winterization System	
2	DELETE	-1	(\$987)	Remove Air Hose Reel	
3	DELETE	-1	(\$12,273)	Remove Generator, Electric Cord Reel and Engine Mod Outlets	
4	DELETE	-1	(\$23)	Remove Wig Wag Lights	
5	DELETE	-1	(\$364)	Remove Air Auto Eject	
6	DELETE	-1	(\$625)	Remove Backup Camera	
7	DELETE	-1	(\$23)	Remove High Idle Switch	
8	DELETE	-1	(\$3,950)	Delete AFFF Concentrate	
9	ADD	1	\$2,609	Window Tint All Windows	
10	ADD	1	\$1,594	Remote Start	
11	ADD	1	\$2,687	360 Camera System	
12	ADD	1	\$977	Airfield Driving Lights	
13	ADD	1	\$3,659	DC 20k Lumen Brow Lights	
14	ADD	1	\$2,944	Water Tank Level LED Indicator Lights	
15	ADD	1	\$497	LED Side Warning Lights	
16	ADD	1	\$1,749	Kussmaul Air Compressor	
17	ADD	1	\$3,823	EMS Cabinet with Roll Up Door	
18	ADD	1	\$374	Outlet in EMS Cabinet Wired to Shore Power	
19	ADD	1	\$480	Buss Bar with Converter to reduce to 12v located in EMS Cabinet	
20	CHANGE	1	\$2,489	Upgrade to 250 amp Alternator	
21	CHANGE	1	\$1,354	Upgrade to AGM Battery	
22	CHANGE	1	\$321	Move Auto Eject to Lft Side of Cab	
23	CHANGE	1	\$10,876	Upgrade to Ward No Smoke Exhaust System	
24	ADD	1	\$699	Add Pull Out Tray to Left Undertank	
25	CHANGE	1	\$0	AC Telescoping 20k side lights to DC	
26	CHANGE	1	\$0	Change 100' twin agent booster reel to 150' dry chem booster reel	
27	CHANGE	1	\$0	Change Bridgestone to Michelin Tires	
28	CLARIFY	1	\$0	Radio and headset installation will be provided per approved radio form	
29		1			
30		1		<b>This change order of \$17,882.00 to be invoiced separately</b>	

# CHANGE ORDER #1



Cedar City, UT.

## CHANGE REQUEST

Body Job #:

DATE: August 24, 2023

**105879**

Initiated By: Dealer/Customer

## BODY CHANGES

	Action	Qty.	DESCRIPTION OF CHANGE	PRICE
31		1		
32		1		
33		1		

We hereby agree to make change(s) specified above at this price

\$0

PREVIOUS CONTRACT AMOUNT

\$915,249

REVISED CONTACT AMOUNT

\$915,249

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer):

Date:

Shop Order

Rosenbauer America

Cedar City 4x4 Panther

Exp. Date: 06/18/2023  
 Quote No: 10003-0007  
 ARFF: PANTHER Rosenbauer Panther

08/24/2023

Page 1

PART NO	S	QTY	DESCRIPTION
<b>== Rosenbauer Panther - 0.000 03/14/23 ==</b>			
<b>Panther 4x4</b>			
PA-00-8000		1	-- Standard Parts
PA-01-0000		1	-- Definitions
PA-01-0001		1	-- Definitions - 4x4
<b>Expected Use &amp; Fire Suppression Characteristics</b>			
PA-02-0001		1	-- Expected Use and Fire Suppression Characteristics
<b>Technical Information</b>			
PA-03-0001		1	-- Technical Information/Manuals/ On Board USB Storage
<b>PA-03-0004</b>		<b>1</b>	<b> -- Technical Information/Manuals - USB and Hard Copy</b>
PA-03-0050		1	-- Familiarization Guide
PA-03-0200		1	-- Water Foam Agent Applicators
PA-03-0210		1	-- Quality Assurance
PA-03-0220		1	-- Delivery
PA-03-0230		1	-- Vehicle Familiarization
<b>Warranties/Inspections</b>			
PA-03-0400		1	-- Base Vehicle Warranty - One Year
PA-03-0402		1	-- Engine Warranty - Two Year
PA-03-0406		1	-- Transmission Warranty - Two Year
PA-03-0410		1	-- Water Pump Warranty - Five Year
PA-03-0412		1	-- Water/Foam Tank Warranty - Lifetime
PA-03-0414		1	-- Paint Warranty - Five Year
PA-03-0251		1	-- ===== No Pre-Construction Meeting =====
PA-03-0261		1	-- ===== No Final Inspection Trip =====
PA-03-0265		1	-- ===== No Mid-Point Inspection Trip =====
PA-03-0271		1	-- ===== No Factory Service Inspection =====
PA-03-0281		1	-- ===== No Factory Maintenance Training =====
PA-03-0291		1	-- ===== No Export Preparation =====
PA-31-1215		1	-- English Labels
PA-03-0103		1	-- Rosenbauer Testing and Compliance Per NFPA-414/FAA 5220-10E
<b>Painting/Undercoating</b>			
PA-04-0001		1	-- Painting 4x4
<b>PA-04-0021</b>	<b>&lt; &gt;</b>	<b>1</b>	<b> -- Exterior Paint - Single Color, Solid (No Gray Lower Sides)</b> Cab - FLNA40119 Black "A" pillars Rear engine mod face job color Black gloss front under ride parts textured Interior cab - gray texture Angle of departure to be job color Black frame

PART NO	S	QTY	DESCRIPTION
PA-04-0025		1	-- Undercoating (Wheelwells)
PA-04-0100		1	-- ===== No Interior Compartment Paint =====
PA-04-0150		1	-- Wheel Paint - Black
<b>PA-05-0001</b>	< >	1	<b> -- Lettering/Numbering</b> <b>Truck #31</b>
PA-05-0005		1	-- Plate for Roof Number (Unpainted)
PA-05-0006		1	-- =====No Painted Rear Number Plate=====
PA-06-0000		1	-- Striping
PA-06-0001	< >	1	-- 8" Striping <b>Install Panther logo on vehicle per rendering.</b>
PA-06-1012		1	-- ===== No Rear Chevron =====
PA-07-0005		1	-- ===== No Winterization =====
PA-08-0001		1	-- Performance - 4X4
PA-09-0001		1	-- Flexibility
PA-10-0001		1	-- Maintainability
PA-10-0010		1	-- Standard Lubrication (No Auto Lube)
PA-10-0020		1	-- Component Protection
PA-11-0001		1	-- Balance and Clearances
PA-11-0010		1	-- Frame - 4x4
PA-12-0001		1	-- Dimension - 4x4
PA-13-0001		1	-- Load Rating - 4x4
PA-14-000A		1	-- Engine Base Spec (Tier- 4)
PA-14-0001		1	-- Engine Volvo - North America (Tier-4)
PA-14-0010		1	-- Engine Brake
PA-15-0001		1	-- Cooling System (Tier-4)
PA-15-0101		1	-- Cooling Rating (-40F - 110F)
PA-15-0302		1	-- ===== No High Idle Switch =====
PA-16-0002		1	-- Fuel System (4x4)
<b>PA-16-0005</b>		1	<b> -- Fuel Re-Prime System</b>
PA-16-0101		1	-- Fuel Tank 80 Gallon
PA-17-0010		1	-- ===== No Exhaust Outlet Adapter =====
<b>PA-17-0012</b>		1	<b> -- Ward No Smoke 2 for Tier 4 Engine Only</b>
PA-18-0001		1	-- Transmission Twin Disc
PA-18-0100		1	-- Transfer Case
PA-20-0001		1	-- Suspension
PA-21-0001	>	1	-- Wheels and Tire Assembly (Drum Brakes)
<b>PA-21-0012</b>		1	<b> -- Michelin Tires</b>
<b>PA-21-0072</b>	>	1	<b> -- Michelin Spare Wheel and Tire Assembly</b>
<b>PA-21-0060</b>		1	<b> -- ===== No Bead Locks=====</b>
PA-21-0050		1	-- Mud Flaps
PA-21-0060		1	-- ===== No Bead Locks=====
PA-21-0202		1	-- ===== NO Tire Pressure Monitoring System =====

PART NO	S	QTY	DESCRIPTION
<b>Tow Eyes and Shackles</b>			
PA-22-0001		1	-- Tow Eyes and Shackles
PA-22-0010		1	-- ===== No Pintle Hitch=====
<b>Brake System</b>			
PA-23-0001		1	-- Brake System - 4x4 - ABS - 4 - Channel
PA-23-0010		1	-- Service Brakes
PA-23-0020		1	-- Front and Rear Brakes - Wedge-Type
PA-19-0001		1	-- Front Axle with Drum Brakes
PA-19-0010		1	-- Rear Axle with Drum Brakes
PA-23-0030		1	-- Parking Brake
<b>Steering</b>			
PA-24-0001		1	-- Steering System
PA-24-0010		1	-- Left Center Steering Position
<b>Cab Coach Work</b>			
PA-25-0001		1	-- Cab Coach Work left Center Steering Position
PA-25-0005		1	-- Additional Cab Parts for In House Production
<b>Cab Doors/Windows</b>			
PA-26-0001		1	-- Cab Doors
<b>PA-26-0011</b>		<b>1</b>	-- <b>Cab Door Electric Windows</b>
<b>Bumper/Turret</b>			
PA-27-0001		1	-- Bumper
PA-27-0040		1	-- Access Covers
<b>Roof Access / Emergency Exit Provision</b>			
PA-28-0001		1	-- Roof Access with Interior Ladder/ Emergency Exit Provision
<b>Windshield and Windows</b>			
PA-29-0001		1	-- Windshield Wipers
PA-30-0100		1	-- Cab Glass with Built In Window Tint
<b>PA-30-0112</b>		<b>1</b>	-- <b>Solar Film Applied to All Cab Glass</b>
PA-30-0001		1	-- Windshield Deluge System
<b>Insulation and Water Proofing</b>			
PA-31-0001		1	-- Insulation and Water Proofing
<b>Cab Standards and Options</b>			
PA-31-1003		1	-- Dash Electric (LCS 3.0)
PA-31-1050		1	-- Automotive System
PA-31-1060		1	-- Interior Cab Equipment
PA-31-1063		1	-- ===== No Cup Holders =====
PA-31-1070		1	-- Sun Visors
<b>PA-31-1067</b>	>	<b>1</b>	-- <b>USB 12 Volt Power Point</b>
<b>PA-31-1068</b>	>	<b>1</b>	-- <b>12 Volt Power Point</b>
PA-31-1074		1	-- Map Lights Gooseneck (One ea. Side of Cab Dash)
PA-31-1075		1	-- ===== No Cab Mounted Flashlights=====
PA-31-1076		1	-- Mirrors
PA-31-1100		1	-- Crew Space
PA-31-1111		1	-- ===== No AM/FM Radio =====
PA-31-1120		1	-- Ride Quality
PA-31-1130		1	-- Controls
PA-31-1138		1	-- Whelen Siren/Public Address System w/ 1 Speaker
PA-31-1145	<	1	-- Siren Foot Switch - One (1) Each Side Mount inboard of air horn foot switch.
PA-31-1150		1	-- Back-Up Alarm
PA-31-1161		1	-- Hadley Stuttertone Air Horn System
PA-31-1165	<	1	-- Air Horn Foot Switch - One (1) Each Side Mount outboard of siren foot switch.
<b>PA-31-1172</b>		<b>1</b>	-- <b>Pre-installation of Radio Antenna Taps</b>
<b>PA-31-1174</b>	S < >	<b>1</b>	-- <b>Final Installation of Radio</b> Installation of a customer provided APX 8500 remote mount mobile radio and Icom A-120 mobile radio will be provided. Radios will be interfaced with Sectom headset system. Three (3) customer provided vehicle chargers for APX radios will be installed.

PART NO	S	QTY	DESCRIPTION
PA-31-1180		1	-- Three (3) 3-30 Amp Circuits with three (3) Antenna Taps with Covers
PA-31-1192		1	-- Pre-installation of Headset
PA-31-1193	S < >	1	-- Final Installation of Headset
			<b>Provide pole in cab for headsets</b>
			<b>A Setcom 1350 Wired Headset System will be provided and interfaced with two mobile radios. Driver and turret operator positions will have Rx/Tx and Intercom and crew seat will have Rx and intercom only.</b>
PA-31-1200		1	-- Instruments and Warning Lights
PA-31-1206		1	-- Remote Start Left Side Exterior of Cab
PA-31-1208		1	-- =====No Cover for Remote Start Button=====
PA-31-1210		1	-- Control Panel for Driving Operation
PA-31-1212		1	-- Standard Instrumentation
PA-31-1220		1	-- Information
PA-31-1230		1	-- Warnings
PA-31-1240		1	-- Control Panel for Fire Fighting Operation
PA-31-1232		1	-- Instrumentation Display (Standard)
PA-31-1250		1	-- Dry Chemical Agent Control Panel
PA-31-1270		1	-- Interior Cabinets
PA-31-1272		1	-- EMS Cabinet W/ Roll-Up Door 2 shelves/1 LED light
PA-31-1010		1	-- Air Conditioning System
PA-31-1024		1	-- ===== NO Dash Mounted Fans =====
PA-31-1029		1	-- =====No California Prop 65 Label Required=====
PA-31-1035		1	-- =====NO CleanAir Cab Scrubber=====
			<b>Seating</b>
PA-31-2034		1	-- Seat Driver Manual ABTS
PA-31-2041		1	-- Seat Officer Manual Load and Lock SCBA ABTS
PA-31-2030		1	-- Left Seat Crew Flip Up Load and Lock SCBA ABTS
PA-31-2049		1	-- ===== No Right Side Crew Seat =====
PA-31-2339		1	-- =====No Seat Belt Warning System=====
PA-31-2401		1	-- One (1) Wall Mount SCBA Bracket
			<b>Camera System</b>
PA-32-0006		1	-- ===== Camera System (FLIR) - Pan & Tilt =====
PA-32-0035		1	-- Pan and Tilt Flir With Color Palette Roof Mount - Location Left Side
PA-32-0052		1	-- Flip Monitor Left (Optimo)
PA-32-0020		1	-- ===== No Back-Up Camera =====
PA-32-0055		1	-- Flip Monitor Right (Optimo)
PA-32-0100		1	-- ===== No Front Color Camera =====
PA-32-0112		1	-- 360 Degree Perimeter Camera System (FRC)
PA-32-0200		1	-- ===== No Camera Selection Device =====
PA-32-0300		1	-- ===== No Digital Video Recorder (DVR) =====
PA-32-0400		1	-- ===== No Driver's Enhanced Vision System (Connected Command) =====
PA-32-0501		1	-- Monitoring & Data Acquisition System (MADAS only)
PA-32-0510		1	-- ===== No Service 4 Fire Broadcast/Transmit (No Subscription Service)=====
PA-33-0001		1	-- Lateral Acceleration Indicator/DWD
			<b>Compartments</b>
PA-35-0001		1	-- Pump Compartment w/ Roll-Up Door
PA-35-0011		1	-- Compartment Weight Labels - Every Compartment
PA-35-0015		1	-- ===== No Compartment Storage Inventory Labels =====
PA-35-0022		1	-- Left Side Undertank Compartment (Used With Drum Brakes)
PA-35-0300		1	-- =====No Adjustable Shelves =====
PA-35-0311	< >	1	-- Roll-Out Tray - Left Side Compartment with Turtle Tile
			<b>adjustable height pull out tray attached to divider for the preconnect handline</b>
PA-35-0023		1	-- Right Side Undertank Compartment (Used With Drum Brakes)
PA-35-0300		1	-- =====No Adjustable Shelves =====
PA-35-0310		1	-- ===== No Roll-Out Tray =====
PA-35-0040		1	-- Non-Locking Roll-Up Compartment Doors

PART NO	S	QTY	DESCRIPTION
PA-35-0110		1	-- Roll-Up Compartment Doors - Anodized Aluminum (Un-Painted)
<b>PA-35-0051</b>		<b>1</b>	-- <b>SCBA Compt - Pump Mod (2 ea. side Vertically Stacked)</b>
PA-35-0061		1	-- Rear Engine Compartment
PA-35-0078		1	-- Rear Access Ladder (Mtd Offset Right)
PA-35-0070		1	-- Additional Engine Compartment Parts
PA-35-0190		1	-- ===== No Vertical Roll-Out Tool Board =====
PA-35-0193		1	-- Fixed Shelf Ea. Side of Eng. Mod Compartment
PA-35-0199		1	-- Turtle Tile Compartment Floors (Black)
PA-35-0200		1	-- Open Compartment Door Warning System w/Individual Compartment Indicator
			<b>Ladders, Hard Suction Hose, and Pike Poles</b>
PA-35-5010		1	-- ===== No Rear Ladder Mounting =====
PA-35-5030		1	-- ===== No Top Ladder Mounting =====
PA-35-5050		1	-- ===== No Top Hard Suction Hose Mounting =====
PA-35-5070		1	-- ===== No Top Pike Pole Mounting =====
			<b>Handrails</b>
PA-36-0003		1	-- Handrails/Guardrail (Standard Height 4x4)
			<b>Steps, and Walkways</b>
PA-37-0001		1	-- Steps, and Walkways
			<b>Fire Extinguishing Systems - Water System</b>
			<b>Plumbing - 4x4</b>
PA-38-0010		1	-- N80 Aluminum Fire Pump
PA-38-0012		1	-- Galvanized Steel Piping (4x4)
PA-38-0017		1	-- 4x4 Tank Connections Galvanized
PA-38-001F		1	-- Stainless Steel Cable for Pump Fittings
<b>PA-38-0020</b>		<b>1</b>	-- ===== <b>No Main Pump 5" Suction Inlet Left</b> =====
PA-38-0023		1	-- ===== No Main Pump 5" Suction Inlet Right =====
PA-38-0027	<	1	-- 4" Direct Tank Fill Left
			Provide drain
<b>PA-38-0041</b>		<b>1</b>	-- <b>5" Storz X 2.5 NSTF Adapter w Plug</b>
PA-38-0029		1	-- No 4" Direct Tank Fill Right
PA-38-0050		1	-- ===== No Left Side 2 1/2" Discharge =====
PA-38-0053		1	-- ===== No Right Side 2 1/2" Discharge =====
<b>PA-38-0072</b>	< >	<b>1</b>	-- <b>Left Side Preconnected 1 1/2" Discharge</b>
			Undertank with divider for attaching adjustable height pull out tray
<b>PA-38-0085</b>		<b>1</b>	-- <b>1 1/2" Water/Foam Nozzle NST</b>
<b>PA-38-0093</b>		<b>1</b>	-- <b>200' Hose 1 3/4" Diameter NST (Yellow)</b>
<b>PA-38-0097</b>	>	<b>1</b>	-- <b>Pre-Connect Mounted on Compartment Floor/Turtle Tile</b>
<b>PA-38-0075</b>	<	<b>1</b>	-- <b>Right Side Preconnected 1 1/2" Discharge</b>
			pump compartment
<b>PA-38-0085</b>		<b>1</b>	-- <b>1 1/2" Water/Foam Nozzle NST</b>
<b>PA-38-0093</b>		<b>1</b>	-- <b>200' Hose 1 3/4" Diameter NST (Yellow)</b>
<b>PA-38-0097</b>	>	<b>1</b>	-- <b>Pre-Connect Mounted on Compartment Floor/Turtle Tile</b>
PA-38-0121		1	-- Structural Control Panel
PA-38-0130		1	-- ===== No Left Hose Reels =====
PA-38-0133		1	-- ===== No Right Hose Reels =====
PA-38-0200		1	-- PSI Pump Panel Gauges
<b>PA-27-0020</b>	<	<b>1</b>	-- <b>Bumper with RM35 HVLA (4x4)</b>
			Mount joystick closest to driver on center console. 500/1000 flow rates
<b>PA-27-0026</b>		<b>1</b>	-- <b>Chem Core Nozzle RM35</b>
<b>PA-27-0032</b>		<b>1</b>	-- <b>Split Bumper</b>
<b>PA-43-0115</b>		<b>1</b>	-- <b>One (1) LED Turret Light</b>
PA-43-0004		1	-- ===== No Roof Turret =====
PA-38-0060		1	-- ===== No Under Truck Nozzles =====

PART NO	S	QTY	DESCRIPTION
<b>Water Tank, Piping, and Connections</b>			
PA-40-0001	<	1	-- Poly Tank Description Provide 1 1/2" storz fitting for the tank drain. No cap required.
PA-40-0008		1	-- 1600 Gallons Water/210 Gallons Foam (RBA)
<b>PA-40-0102</b>		<b>1</b>	<b> -- Exterior LED Water Tank Level Indicator 4x4</b>
<b>Fire Extinguishing System - Foam Concentrate System</b>			
PA-41-0001		1	-- Fire Extinguishing System - Foam Concentrate System
PA-41-0005		1	-- Foam Concentrate Tank, Piping, and Connections
<b>PA-41-0022</b>		<b>1</b>	<b> -- Fix-Mix 2.0E with Foam Testing Capability</b>
<b>PA-41-0024</b>		<b>1</b>	<b> -- Foam Draft Connection Left Side (Storz)</b>
<b>PA-41-0030</b>		<b>1</b>	<b> -- Direct Foam Tank Fill/Drain Both Sides (Storz)</b>
<b>Foam Transfer Pump</b>			
PA-42-0001		1	-- 110 Volt Foam Transfer Pump with Hose (Storz)
PA-42-0004		1	-- =====No AC Recept. for Foam Transfer Pump=====
PA-42-0011		1	-- No Exterior LED Foam Tank Level Indicator
PA-42-0020		1	-- ===== No Foam Concentrate =====
PA-42-0046		1	-- =====No Additional Foam Required=====
<b>Complimentary Agent System(s)</b>			
PA-44-0001		1	-- Complimentary Agent System(s)
<b>PA-44-0012</b>	>	<b>1</b>	<b> -- 500LB. Dry Chemical Extinguishing System Two Outlets with Funnel</b>
<b>PA-44-0015</b>		<b>1</b>	<b> -- Primary Nitrogen Cylinder (Full)</b>
<b>PA-44-0221</b>	>	<b>9</b>	<b> -- Purple K Dry Chemical Agent - 50 lb (22.7 kg) Pails</b>
<b>PA-44-0241</b>		<b>1</b>	<b> -- Spare Nitrogen Charging Cylinders</b>
PA-44-0020		1	-- ===== NO Halotron Extinguishing System =====
PA-44-0112		1	-- ===== No Left Hose Reels =====
<b>PA-44-0117</b>	<	<b>1</b>	<b> -- Right Fixed Hose Reel Floor Mtd.</b> undertank compartment with divider for remaining space
<b>PA-44-0121</b>		<b>1</b>	<b> -- ===== No Additional Right Hose Reels =====</b>
<b>PA-44-0136</b>		<b>1</b>	<b> -- Single Agent Hose Reel</b>
<b>PA-44-0030</b>		<b>1</b>	<b> -- Dry Chem Discharge</b>
<b>PA-44-0050</b>		<b>1</b>	<b> -- 150' Hose 1" Diameter</b>
<b>PA-44-0102</b>		<b>1</b>	<b> -- Dry Chem Nozzle</b>
<b>PA-44-0459</b>		<b>1</b>	<b> -- Propellant Cylinder Lifting System Left Side 4x4 (AC)</b>
PA-44-0480		1	-- =====Non Triple Agent Vehicle=====
<b>Chassis Electrical System</b>			
PA-45-0001		1	-- Chassis Electrical System
<b>PA-45-0015</b>		<b>1</b>	<b> -- Delstar 250 Amp 24 Volt Alternator</b>
<b>PA-45-0103</b>		<b>1</b>	<b> -- Batteries 24V (AGM Type)</b>
PA-45-0102		1	-- Jump Start/Charging Lugs
PA-45-1000		1	-- Coolant Heater (110 Volt)
<b>PA-46-0104</b>	< >	<b>1</b>	<b> -- 20 Amp 110 Volt Auto-Eject Shoreline - Battery Charger and Air Compressor</b> Left side behind cab
PA-47-0001		1	-- Wiring
<b>Chassis Pneumatic System</b>			
PA-23-0100		1	-- ===== No Pneumatic Outlet Connection =====
PA-23-0200		1	-- ===== No Pneumatic Hose Reel =====
PA-23-0402	>	1	-- ===== No Air Inlet =====
<b>Warning Lights/Vehicle Lighting</b>			
PA-48-0001		1	-- Emergency Warning Light System
PA-48-0010		1	-- =====Upper Front & Side Warning Lights=====
PA-48-0011		1	-- Red Lights
PA-48-0016		1	-- =====Upper Rear & Side Warning Lights=====
PA-48-0017		1	-- Red Lights
PA-48-0020		1	-- =====Lower Rear Warning Lights=====
PA-48-0025		1	-- Red Lights

PART NO	S	QTY	DESCRIPTION
PA-48-0023		1	-- Lower Side Warning Lights (6 Total)
PA-48-0035		1	-- Red Lights (Cab Side, Mid-Ship, Engine Mod side)
PA-48-0030		1	-- =====Lower Front Warning Lights=====
PA-48-0031		1	-- Red Lights
PA-48-0033		1	-- Lower Warning Disable Switch
PA-48-0040		1	-- Air Traffic Warning Lights
PA-48-0048		1	-- =====Lower Vehicle Running Light System (Non-DOT)=====
PA-48-0083		1	-- ===== No Rubber Stanchion Mounted Lights =====
PA-48-0055		1	-- Headlights
PA-48-0057		1	-- ===== No Wig-Wag Headlight Flasher =====
PA-48-0060	<	1	-- Airfield Driving Lights (LED) Do not provide and install cover over light head.
PA-48-0064		1	-- ===== No Safe to Approach Lights =====
PA-48-0067		1	-- Cab Interior Lights
PA-48-0070		1	-- Brake/Taillights - High and Low Mount
PA-48-0078		1	-- Reverse Lights
PA-48-0081		1	-- Direction Indicating Lights
PA-48-0084		1	-- Lighted License Plate - Front and Rear
PA-48-0089		1	-- No Fog Lights (Provide Cover)
PA-48-0092		1	-- Compartment Lights 4x4
PA-48-0094		1	-- Under Truck Lights
PA-48-0100		1	-- Deck and Work Lights
PA-48-010B	>	1	-- Forward Facing FRC Spectra 20k Lumen LED 24V Scene Lights (2)
PA-48-010E		1	-- Fixed Side Mounted LED 3k Lumen 24V Scene Lights (2 each side)
PA-48-0112	< >	1	-- Telescoping FRC Spectra 20k Lumen LED 24V Scene Lights (1 each side) Pump Mod To prevent these lights from accidental damage, the cab shall be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the raised position.
PA-48-0120	<	1	-- Fixed Rear Mounted LED 3k Lumen 24V Scene Lights (2) Mount on lower rear face.
PA-48-0130		1	-- ===== No Telescoping DC Scene Lights Over Engine Compartment =====
PA-48-0150		1	-- ===== No DC Light Tower ===== Vehicle Generator System
PA-49-0136		1	-- ===== No Vehicle Generator System =====
PA-49-0266		1	-- =====No Inverter=====
			MISC
PA-50-0008		1	-- ===== No Auxiliary Equipment =====
PA-50-0010		1	-- ===== No Equipment Mounting =====
PA-50-0050		1	-- ===== No Rosenbauer RST Diagnostic Software =====
PA-01-0000	U <	1	Electrical Outlet in EMS Compartment Electrical Outlet in EMS Compartment wired to shore power.
PA-02-0000	U <	1	BUSS Bar with Converter in EMS Compartment BUSS Bar with Converter to 12v located in EMS Compartment



August 24, 2023

Dear Cedar City Regional Airport Representative,

Rosenbauer has completed the final production specification, which is the specification submitted with our original bid package combined with the information from the preconstruction conference and Change Order #1. Production specifications are used to build all ARFF units so the same general format can be followed by our vehicle manufacturing teams. Attached is the final production specification for the 4x4 Panther ARFF Unit being purchased by Cedar City Regional Airport.

Please review these final production specifications and ensure everything is outlined the way your organization intends for the vehicle to be provided in accordance with the Purchase Order agreement, preconstruction conference details, and Change Order #1. Any adjustments to the build process moving forward will be completed via a Change Order document and not reflected in these final production specifications.

Thank you for your attention and tremendous support already provided on this project. Rosenbauer is extremely proud to be awarded your contract and is excited to begin the build process. We will keep you informed on the ARFF unit progress and look forward to working with your team throughout the entire process. Welcome to the Rosenbauer family – Please let us know if you ever have any questions or concerns.

I agree that this final production specification for a Rosenbauer 4x4 Panther has been reviewed and is approved for release to production for Cedar City Regional Airport.

\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative

\*\*This document begins our major component ordering process. Any delay in providing this signed document signifying agreement to the final production specifications may cause a delay in the production timeline, thus increasing the build and delivery schedules.

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
5181 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
5190 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402.721.7622

CEDAR CITY COUNCIL  
AGENDA ITEMS - 12  
DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** August 28, 2023  
**SUBJECT:** Purchase agreement for 942.75 acre feet of water from LeBaron Ranch Holdings, LLC.

Below is a copy of a purchase agreement for 942.75 acre feet of water comprised of the following water rights with the associated priority dates:

Water Right No. 73-627 (848.98 acre feet) priority date 1860  
Water Right No. 73-3439 (49.0928 acre feet) priority date 7/30/1927  
Water Right No. 73-773 (20 acre feet) priority date 1932  
Water Right No. 73-3440 (13.775 acre feet) priority date 03/1931  
Water Right No. 73-171 (1.2 acre feet) priority date 05/1896  
Water Right No. 73-2854 (1 acre foot) priority date 07/30/1927  
Water Right No. 73-2180 (7 acre feet) priority date 1934  
Water Right No. 73-4009 (1 acre foot) priority date 1934

The price is \$12,106.07 per acre foot for a total purchase price of \$11,412,997.50. There is a requirement that \$1,000,000.00 be deposited in escrow within 14 days of signing the agreement and the total purchase price is due within 30 days of both parties signing the agreement.

Please notice that this agreement is being entered into with LeBaron Ranch Holdings, LLC. The Water rights are currently owned by Cedar Valley Ranch, LLC. Currently LeBaron Ranch LLC and other interested parties have interest in Cedar Valley Ranch, LLC. The transaction contemplates Cedar City putting the purchase price into an escrow account and once the other parties have released such interest as is necessary for LeBaron Ranch LLC to control and be able to bind and sign Cedar Valley Ranch, LLC, the water rights will be transferred.

Cedar City has received a preliminary title report so we are aware of various trust deeds that need to be satisfied prior to closing. There are also provisions in the agreement requiring the seller to disclose ownership, liens, judgments, encumbrances, and parties that have an interest in the water rights.

Once the City has ownership the agreement requires the City to lease the water back to Cedar Valley Ranch for a period of five (5) years. There is a schedule of lease payments on page #4 of the agreement.

Funding for this purchase will need to be further discussed. Current options are using capital money, defunding projects, borrowing, or some combination. Please consider approving the proposed agreement.

## Water Right Purchase Agreement

### [LEBARON RANCH HOLDINGS, LLC AND CEDAR CITY]

This WATER RIGHT PURCHASE AGREEMENT ("**Purchase Agreement**") is entered into as of the \_\_\_ day of August, 2023 by and between LeBaron Ranch Holdings, LLC, a Utah limited liability company ("**Seller**") and Cedar City, a Utah municipal corporation ("**Buyer**"). Seller and Buyer may be referred to collectively as the "**Parties**" or individually as a "**Party**."

### RECITALS

- A. Cedar Valley Ranch, LLC ("**CVR**") owns the following water rights located in Iron County, Utah and identified on the records of the Utah State Engineer ("**State Engineer**"):
- Water Right No. 73-627, authorizing the uses of 209.9 acres of irrigation (839.6 acre feet of diversion) and 335 ELUs (9.38 acre feet of diversion) for a total diversion of 848.98 acre feet.
  - Water Right No. 73-3439, authorizing the uses of 12.2732 acres of irrigation (49.0928 acre feet of diversion) and 9 ELUs (0.252 acre feet of diversion) for a total diversion of 49.345 acre feet.
  - Water Right No. 73-773, authorizing the irrigation of 5 acres and the diversion of 20 acre feet.
  - Water Right No. 73-3440, authorizing the irrigation of 3.4438 acres and the diversion of 13.775 acre feet.
  - Water Right No. 73-171 authorizing the uses of 1 EDU (0.45 acre feet of diversion) and 0.3 acres of irrigation (1.2 acre feet of diversion) for a total diversion of 1.65 acre feet.
  - Water Right No. 73-2854 authorizing the irrigation of .25 acre and the diversion of 1 acre foot.
  - Water Right No. 73-2180 authorizing the irrigation of 1.75 acres and the diversion of 7-acre feet.
  - Water Right No. 73-4009 authorizing the irrigation of .25 acres and the diversion of 1 acre foot.
- B. The above water rights are collectively referred to herein as the "**Water Rights**." The Water Rights authorize the diversion of 942.75-acre feet of water.
- C. CVR owns the Water Rights, but Seller has the contractual right to purchase CVR and/or its assets including the Water Rights prior to closing under this Purchase Agreement. Consequently, Seller shall own and control CVR but all conveyances, representations and warranties relative to the Water Rights as contemplated by this Purchase Agreement shall be made by CVR effective as of Closing.
- D. Seller is interested in selling the Water Rights to Buyer via CVR, and Buyer is interested in purchasing the Water Rights from CVR.

- E. The Parties have previously exchanged a document entitled Water Rights Offer Agreement. This Purchase Agreement supersedes that prior agreement entirely.
- F. Seller and Buyer have tentatively agreed to a purchase price of \$12,106.07 per acre foot as the price for the Water Rights, for a total purchase price of \$11,412,997.50 ("Purchase Price").
- G. In addition Seller or CVR desires to lease the use of the water represented by these Water Rights for five (5) years after this transaction closes and Buyer desires to lease the Water Right to Seller or CVR subject to the terms and conditions contained herein.

### **AGREEMENT**

**NOW, THEREFORE**, for the mutual covenants, promises, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. Seller's Disclosures, Responsibilities, and Representations.**

- A. Type and quantity of water.** Seller shall produce such documentation that Buyer requires to demonstrate the quantity of water associated with all of the Water Rights. Seller shall provide proof of the use of the Water Rights. Seller shall provide written proof that the Water Rights have been put to beneficial use, including any specified place of beneficial use (by tax ID and parcel numbers), and are not subject to forfeiture for non-use. Seller shall provide documentation showing the point of diversion for the Water Rights. Finally, Seller shall provide documentation showing the Water Rights have a sole supply amount for the amounts listed in Recital A, giving the owner thereof the right to pump the amounts of water specified in Recital A from the relevant aquifer.
- B. Ownership.** Seller shall provide City with deeds or equivalent evidence proving that CVR exclusively owns each of the Water Rights and that CVR will own the Water Rights at closing. Seller represents and will provide Buyer evidence that at closing, it will own and control CVR and have full unencumbered ownership of the Water Rights.
- C. Liens, judgments and encumbrances.** Seller represents that at closing that the Water Rights shall be free of all liens, claims, notes, agreements, contracts, mortgages, deeds of trust, and any other obligation or encumbrance, including any outstanding judgments against Seller that have been or could be converted, by writ of execution of otherwise, into a lien or other interest in the Water Rights.
- D. Parties in interest.** Seller represents that at closing, that CVP or Seller shall be the only party that has an interest in the Water Rights. These interests may include, but are not limited to ownership, liens, judgements, taxes, levies, offers, conditions, or any other party that may have a claim against the Water Rights.

**E. Commitment for Title Insurance.** Seller, at Seller's sole expense shall provide to Buyer a Commitment for Title Insurance. Said policy shall be issued by a qualified licensed title insurance company that is in the regular business of insuring title to water rights.

**F. Authority.** The undersigned represents that they have the power and authority to enter into this Purchase Agreement on behalf of the Seller and undertake performance of it. Seller represents that it will own and control CVR at closing and have the authority to transfer title to the Water Rights from CVR to Buyer at closing. Seller acknowledges that this Agreement, executed and delivered by Seller, constitutes a valid and binding obligation enforceable against Seller in accordance with its terms. Seller represents that the execution, delivery, and performance of this Purchase Agreement by Seller (a) does not conflict with or result in a violation of any judgment, order or decree of a court or arbiter that is binding upon Seller or the Water Rights, and (b) does not constitute a default under any contract, agreement or other instrument by which Seller of the Water Rights is bound. Seller is not a party to any lawsuits, governmental actions, or other proceedings, that are not disclosed during the Escrow Period, defined below, that could affect Seller's ability to perform its obligations under this Purchase Agreement and, to Seller's knowledge, no such lawsuits, actions or proceedings are being threatened.

**2. Buyer's responsibilities.**

- A. Buyer shall deposit one million dollars (\$1,000,000) into an escrow account with Cedar Land and Title Company within fourteen (14) days of both parties signing this Agreement.
- B. Buyer shall reasonably cooperate with Seller if Seller chooses to engage in a 1031 exchange as defined in the Internal Revenue Code.

**3. Closing.**

- A. The effective date for this Agreement shall be the date both parties have signed this Agreement (the "Effective Date"). Closing shall take place within thirty (30) days of the Effective Date (the "Escrow Period").
- B. Prior to closing Buyer shall deposit with Cedar Land and Title the remainder of the Purchase Price.
- C. At closing, CVR shall execute warranty deeds transferring title to the Water Rights to Buyer. The warranty deeds will be signed by all parties having an ownership interest in the Water Rights. All signatures shall be in the presence of a notary. The warranty deed shall be in a form satisfactory to Buyer.

- D. Prior to the Effective Date, Seller shall send Buyer all the documentation related to all of the disclosures required by this Agreement in sections 1A and 1B. Documents accompanying disclosures may be unsigned at the time of delivery provided signed documents in substantially the same form as previously delivered are delivered at Closing.
- E. Buyer shall have fifteen (15) days following the date of delivery and prior to Closing, to examine the documentation and determine if Buyer is satisfied with the disclosures, or if Buyer is going to exercise its right to terminate the Purchase Agreement.
- F. At closing, the Water Rights shall be free of all mortgages, deeds of trust, liens, encumbrances, judgments, or any other cloud on the title to the Water Rights.
- G. The parties may extend the closing date by submitting a written document, signed by both parties, extending the closing date to Cedar Land and Title.
- H. Each party shall be responsible to pay fifty percent (50%) of the closing costs. This reference to closing costs does not include the cost of a commitment for title insurance. The commitment for title insurance is to be paid exclusively by Seller.

#### **4. Seller's Lease.**

- A. Seller and/or CVR shall have an exclusive lease for the use of the water represented by the Water Rights it is selling to Buyer. Seller and/or CVR will continue to use the water for commercial purposes for a period of five (5) years. Seller and/or CVR shall pay Buyer for the use of the water in the following manner:
  - i. First year's payment \$20,000.
  - ii. Second year's payment \$20,400.
  - iii. Third year's payment \$20,808.
  - iv. Fourth year's payment \$21,224.16.
  - v. Fifth year's payment \$21,468.64.
- B. All lease payments are due on or before the first day of December beginning the year after the close of escrow and continuing for five (5) years.
- C. In the alternative Seller may agree to a lump sum payment of \$100,000.00 for the five-year lease. If Seller elects the lump sum payment it shall notify Buyer and the escrow agent and payment to Buyer shall be made at the time of closing.

#### **5. Change Application.**

- A. For Buyer to use the Water Rights for its municipal purposes and for the Water Rights to have any value to Buyer, Buyer must file a change application with the

Division of Water Rights. Buyer may file such an application and at its sole cost following Closing.

- B. If there is a protest to the Change Application, Buyer will respond and cover its costs associated with defending the Change Application. Seller shall not protest the Change Application. Seller shall arrange to testify if requested by Buyer in support of the Change Application. Seller's testimony shall be at Seller's sole cost.

**6. Buyer's and Seller's right to terminate.**

- A. Buyer, at Buyer's sole discretion, may terminate this Purchase Agreement at any time up to fifteen (15) days prior to Closing upon providing written notice to Seller of its election to terminate this Purchase Agreement. Upon termination Buyer shall be entitled to a full refund of all sums that have been deposited into escrow. Buyer shall be liable for half of the closing costs.
  - B. All of Buyer's obligations in this Agreement are subject to Cedar City Council approving this Purchase Agreement; the Cedar City council shall have no obligation to approve this Purchase Agreement.
  - C. All of Buyer's obligations in this Purchase Agreement are subject to Buyer obtaining financing satisfactory to Buyer, in its sole discretion, to purchase the Water Rights.
  - D. Seller, at Seller's sole discretion, may terminate this Purchase Agreement upon written notification to Buyer at any time prior to Buyer's satisfaction or waiver of Buyer's contingencies to closing as set forth in Sections 6 A, B or C hereof ("Buyer's Contingencies"). In such event, Buyer's deposit as provided in Section 2A shall be fully refunded to the Buyer. At any time prior to Buyer's waiver or satisfaction of the Buyer's Contingencies, Seller shall have the right to accept contingent back-up offers for the purchase of the Water Rights. Buyer shall notify Seller upon the satisfaction or waiver of each of the Buyer's Contingencies as they occur. Upon the satisfaction or waiver of the Buyer's Contingencies, Buyer's deposit as provided in Section 2A shall become non-refundable to Buyer but fully applicable towards the Purchase Price.
- 7. Seller's Default.** In the event Seller defaults hereunder for any reason, Buyer shall deliver written notice thereof to Seller. If Seller does not cure such default within ten (10) days after receiving written notice, Buyer shall be entitled to pursue all rights or remedies available to it at law or in equity including, but not limited to, the remedy of specific performance.
- 8. Buyer's Default.** In the event of Buyer's default hereunder for any reason, Seller shall deliver written notice thereof to Buyer. If Buyer does not cure such default within ten (10) days after receiving written notice, Seller, as its sole and exclusive remedy, shall be entitled to the delivery of the deposit provided in Section 2. A. Otherwise, Seller may

file suit to recover its compensatory damages, excluding any special, indirect, punitive, exemplary, incidental, or consequential damages.

9. **1031 Exchange.** Seller and/or CVR shall have the right to structure its sale of the Water Rights as a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer agrees to reasonably cooperate with Seller to effectuate an exchange, which includes execution of documents that are reasonably necessary to carry out the exchange.
10. **Attorney's Fees.** In any action arising out of this Purchase Agreement, including without limitation, an alleged breach or default by any Party, the prevailing Party will be entitled to its costs and reasonable attorney's fees incurred in such action.
11. **Time is of the Essence.** Time is of the essence regarding the dates and time constraints set forth in this Purchase Agreement. Buyer's offer to purchase the water rights as memorialized by this Purchase Agreement is valid until August 31, 2023, unless the parties agree to an extension in writing.
12. **Notices.** Any and all notices, demands or other communications required hereunder must be in writing and sent by either hand delivery, or a nationally recognized overnight delivery service which keeps receipts of delivery, to the following addresses:

To Seller at:  
Wayne LeBaron at:  
815 East 11000 North  
Cedar City, Utah 84721

To: Buyer at:  
Paul Bittmenn, Cedar City Manager  
10 North Main Street  
Cedar City, Utah 84721

The Parties agree to update this notice information with each other if it changes.

13. **Assignment.** Neither Party may assign or transfer its interests in this Purchase Agreement without the prior written consent of the other Party.
14. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah and jurisdiction for any action based on this Agreement shall be with the District Court of Iron County, State of Utah.
15. **Entire Agreement.** This Purchase Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding, representation, or agreement of the Parties regarding the subject matter hereof.
16. **Survival.** All of the covenants, warranties, representations, and agreements in this Purchase Agreement shall survive the Closings and run with the Water Rights.

- 17. Successors and Assigns.** This Purchase Agreement and all of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, representatives, successors, and assigns.
- 18. Modification of Agreement.** Any modification of this Purchase Agreement or additional obligation assumed by either Party in connection with this Purchase Agreement shall be binding only if evidenced in a writing signed by the Parties.
- 19. No Waiver.** No waiver by Seller or Buyer of any provision of this Purchase Agreement shall be deemed to have been made by the failure of either Party to enforce such provision unless expressed in writing and signed by the Party charged therewith. No delay or omission in the exercise of any right or remedy accruing to Seller or Buyer upon any breach of this Purchase Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by Seller or Buyer of any breach shall not be deemed a waiver of any other breach of the same or another provision of this Purchase Agreement.
- 20. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event any provision of this Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective to the fullest extent possible.
- 21. Necessary Acts and Cooperation.** The Parties hereby agree to do any act or thing and to execute any and all instruments required by this Purchase Agreement, and which are necessary and proper to make effective the provisions of and transaction contemplated by this Agreement.
- 22. Knowledge.** The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.
- 23. Drafting Party.** This document has been and shall be deemed to be a product of joint drafting by the parties and there shall be no presumption otherwise.
- 24. No Relationship.** Nothing in this Purchase Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the Parties.
- 25. Recitals.** The recitals are incorporated fully into this Agreement.
- 26. Authorization.** Each individual executing this Purchase Agreement does hereby represents and warrant to each other so signing that he or she has been duly authorized to sign this Purchase Agreement in the capacity and for the entities set forth where he or she signs.

**27. Captions.** The paragraph headings or captions appearing in this Purchase Agreement are for convenience only, are not a part of this Purchase Agreement, and are not to be considered in interpreting this Purchase Agreement.

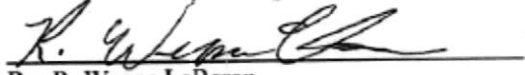
**28. Counterparts.** This Purchase Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. The Parties agree that signatures transmitted by e-mail or facsimile shall be binding as if they were original signatures.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Purchase Agreement to be executed as of the dates below written to be effective as of the Effective Date.

**SELLER:**

**LeBaron Ranch Holdings, LLC:**



By: R. Wayne LeBaron

Its: Manager

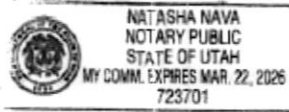
Date: August 28, 2023

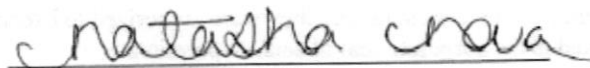
STATE OF UTAH)

: Ss.

COUNTY OF IRON)

On this 28 day of August, 2023, personally appeared before me Wayne LeBaron who duly acknowledged to me that he is the manager of LeBaron Ranch Holdings, LLC and that he signed the above and foregoing document on behalf of such company.



  
NOTARY PUBLIC

**BUYER:**

**CEDAR CITY:**

\_\_\_\_\_  
GARTH O. GREEN, MAYOR  
Cedar City Corporation

[Seal]  
ATTEST:

\_\_\_\_\_  
RENON SAVAGE, CITY RECORDER

STATE OF UTAH    )  
                          : Ss.  
COUNTY OF IRON )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Garth Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

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