

# Cedar City

10 North Main Street • Cedar City, UT 84720  
435-586-2950 • FAX 435-586-4362  
[www.cedarcity.org](http://www.cedarcity.org)

**Mayor**  
Garth O. Green

**Council Members**  
Robert Cox  
W. Tyler Melling  
R. Scott Phillips  
Ronald Riddle  
Carter Wilkey

**City Manager**  
Paul Bittmenn

**CITY COUNCIL WORK MEETING**  
**FEBRUARY 7, 2024**  
**5:30 P.M.**

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
  - Staff Comments
- IV. Public Agenda
  - Public Comments
- V. Business Agenda  
Public

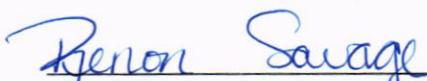
Business Agenda

Public

1. Consider the appointment of Kathy Long to the CATS Board. Mayor Green
2. Consider local consent for Cindelmarmar LLC dba Dulces Retenos. Jorge Carranza/Chief Darin Adams
3. Consider a single event alcohol permit for Southern Utah Museum of Art fundraising dinner & live art auction on May 11, 2024. Jessica Kinsey/Chief Darin Adams
4. Consider a single event alcohol permit for the Cedar City Chamber of Commerce 74<sup>th</sup> Award Gala on March 7, 2024. Rene Cole/Chief Darin Adams
5. Consider an amendment to City Ordinance 35-6(B) to prohibit long vehicle parking in the vicinity of 686 E. Canyon Ranch Drive. Travis Rigby/Jonathan Stathis
6. Public hearing to consider an ordinance amending the final plat of the Wildflower Subdivision pertaining to Lots 28 and 29 located at approximately 653 S 2475 W. Watson Engineering/Randall McUne
7. Public hearing to consider ordinances amending the general plan use from Natural Open Space to Central Commercial and for a zone change from Annex Transition (AT) to Central Commercial (CC) for a property located at or near 1581 Providence Center Drive. Platt & Platt/Randall McUne
8. Accept the petition to annex 10.66 acres of property in the vicinity of 1711 West 3000 North. Platt & Platt/Randall McUne
9. Consider a vicinity plan for Phases 1 & 2 of The Prairie at Bauer Meadows PUD located at approximately 1950 S. Westview Drive. Go Civil/Don Boudreau

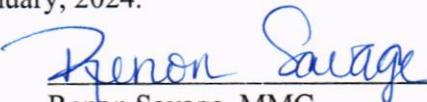
10. Consider the final plat of Ekko View Subdivision Phase 1 in the vicinity of 1820 N. Lund Highway. Go Civil/Randall McUne
  11. Public hearing to consider an ordinance amending the final plat of the Fiddlers Canyon Subdivision Unit 5 pertaining to Lots 1 and 2 at approximately 772 East Fiddlers Canyon Road. Go Civil/Randall McUne
  12. Public Hearing to consider an ordinance vacating a public right of way at approximately 140 North 300 East. Tom Jett/Randall McUne
  13. Consider the disposal of two parcels of City property located at approximately 140 North 300 East. Tom Jett/Randall McUne
  14. Consider a Building Permit Agreement for Chelsey Partners LLC, deferring public improvements for property located at approximately 3100 West (Lund Highway) and 2800 North. Go Civil/Randall McUne
  15. Public hearing to consider approving a resolution providing for the creation of the Iron Horse Public Infrastructure District as an Independent Body Corporate and Politic; Authorizing and Approving a Governing Document and an Interlocal Agreement; and Related Matters. Leavitt Land/Randall McUne
  16. Consider the request to move access driveway and to amend/terminate lease agreement with Dan Roberts for the Coldwell Banker Advantage property located at 26 N Main. Go Civil/Randall McUne
  17. Consider a land trade with State Institutional Trust Lands Administration (SITLA) for property in the vicinity of Main Street & Nichols Canyon Road. Paul Bittmenn
- Staff
18. Consider the allocation of RAP tax distributions. Paul Bittmenn
  19. Closed Session – reasonably imminent litigation & property negotiations

Dated this 5<sup>th</sup> day of February, 2024.

  
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 a 16<sup>th</sup> day of January, 2024.

  
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.

# OFF-PREMISE BEER LICENSE

## Local Consent

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**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Service Commission to issue an off-premise beer license for a person to store, sell, offer for sale beer for consumption off the premises of the applicant.

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**AUTHORITY:** Utah Code 32B-5-201, 203, 205, and 32B-7

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Cedar City Corporation [x] City hereby grants its consent to the issuance of an off-premise beer license to:

Business Name (DBA): Dulces Retonos

Entity Name (or owner's name if sole proprietor): Cindelmarmar LLC

Location Address: 538 South Main Street, Ste 1, Cedar City, Utah 84720

On the 14<sup>th</sup> day(s) of February, 2023

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Authorized Signature

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Garth O. Green, Mayor

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February 14, 2024

Date

**CEDAR CITY CORPORATION**  
**SINGLE EVENT PERMIT APPLICATION**

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APPLICANT: Please spell out the information requested below legibly. 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.)

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**SECTION I**

NAME: Jessica Kinsey

ADDRESS: 13 S. 300 W. Cedar City, UT 84720

EMAIL: jessicakinsey@suu.edu, whitneystaheli@suu.edu

PHONE NUMBER: 435-586-5433 NAME OF ENTITY: Southern Utah Museum of Art

PURPOSE OF ENTITY: Non-profit arts organization

TYPE OF EVENT: Fundraising dinner and live art auction

TIME AND DATE OF EVENT: Saturday, May 11, 5 - 8 p.m.

NATURE AND PURPOSE OF EVENT: The 29th Annual Art Auction at Southern Utah Museum of Art raises funds for traveling and temporary exhibitions, collections care, and operating expenses.

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**SECTION II**

DESCRIBE THE FLOOR PLAN DESIGNATING:

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

In a locked room at SUMA, only accessible by three (3) employees

(B) THE SITE FROM WHICH THE APPLICANT PROPOSES THAT ALCOHOL BE SOLD OR SERVED: Main gallery of Southern Utah Museum of Art :

(C) THE AREA IN WHICH THE APPLICANT PROPOSES THAT THE ALCOHOL BE ALLOWED TO BE CONSUMED: Main gallery of Southern Utah Museum of Art

CEDAR CITY CORPORATION  
SINGLE EVENT PERMIT APPLICATION

---

APPLICANT: Please spell out the information requested below legibly. 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.)

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SECTION I

NAME: René Cole

ADDRESS: 173 S Glen Canyon Dr, CC, UT 84720

EMAIL: renecole2000@gmail.com

PHONE NUMBER: 435-690-2507 NAME OF ENTITY: Cedar City Chamber of Commerce

PURPOSE OF ENTITY: Support the business community

TYPE OF EVENT: 74<sup>th</sup> Awards Gala

TIME AND DATE OF EVENT: Mar 7, 2024 5pm - 9pm

NATURE AND PURPOSE OF EVENT: Honor special people  
& businesses in our community

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SECTION II

DESCRIBE THE FLOOR PLAN DESIGNATING:

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

The event takes place in the SUU Ballroom

(B) THE SITE FROM WHICH THE APPLICANT PROPOSES THAT ALCOHOL BE SOLD OR SERVED: SUU Ballroom;

(C) THE AREA IN WHICH THE APPLICANT PROPOSES THAT THE ALCOHOL BE ALLOWED TO BE CONSUMED: SUU Ballroom.

**CEDAR CITY  
CITY COUNCIL AGENDA ITEM 5  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** City Engineer

**Council Meeting Date:** February 7, 2024

**Subject:** **Consider an amendment to City Ordinance 35-6(B) to prohibit long vehicle parking in the vicinity of 686 E. Canyon Ranch Drive.**

**Discussion:** The owner of the new 2<sup>nd</sup> East Restaurant located at 686 E. Canyon Ranch Drive has approached City staff about parking issues around their property. Large numbers of cars and long vehicles (semi trailers) are parking on the City street around the property thereby having a negative effect on business.

In discussions between myself, Chief Darin Adams, and Mr. Travis Rigby, a potential solution to the problem could involve the following items:

1. It is requested that long vehicle parking (35-foot length or more) be restricted on the east side of Wedgewood Lane and on both sides of Canyon Ranch Drive along the frontage of the 2<sup>nd</sup> East Restaurant.
2. The previously approved No Parking zone along both sides of Canyon Ranch Drive from Main Street to Wedgewood Lane will go ahead and be painted and signed. This will restrict parking in that area. We were going to wait and have the Terrible's gas station project include this as part of their construction improvements, but it appears that it would be beneficial to move forward and get this done right away.
3. City staff have started discussions with the Brian Head Shuttle to move their staging area further north on Auto Mall Drive. This will prevent the congestion caused by people parking to catch the shuttle from negatively impacting local businesses on Canyon Ranch Drive.

Another option that was discussed was 2-hour parking at that location. 2-hour parking can be difficult to enforce.

If approved, the restricted area for long vehicle parking would extend south along the east side of Wedgewood Lane from Canyon Ranch Drive to the south end of the 2<sup>nd</sup> East Restaurant property. The restricted area would also include both sides of Canyon Ranch Drive from Wedgewood Lane going east along the frontage of the 2<sup>nd</sup> East Restaurant parcel.

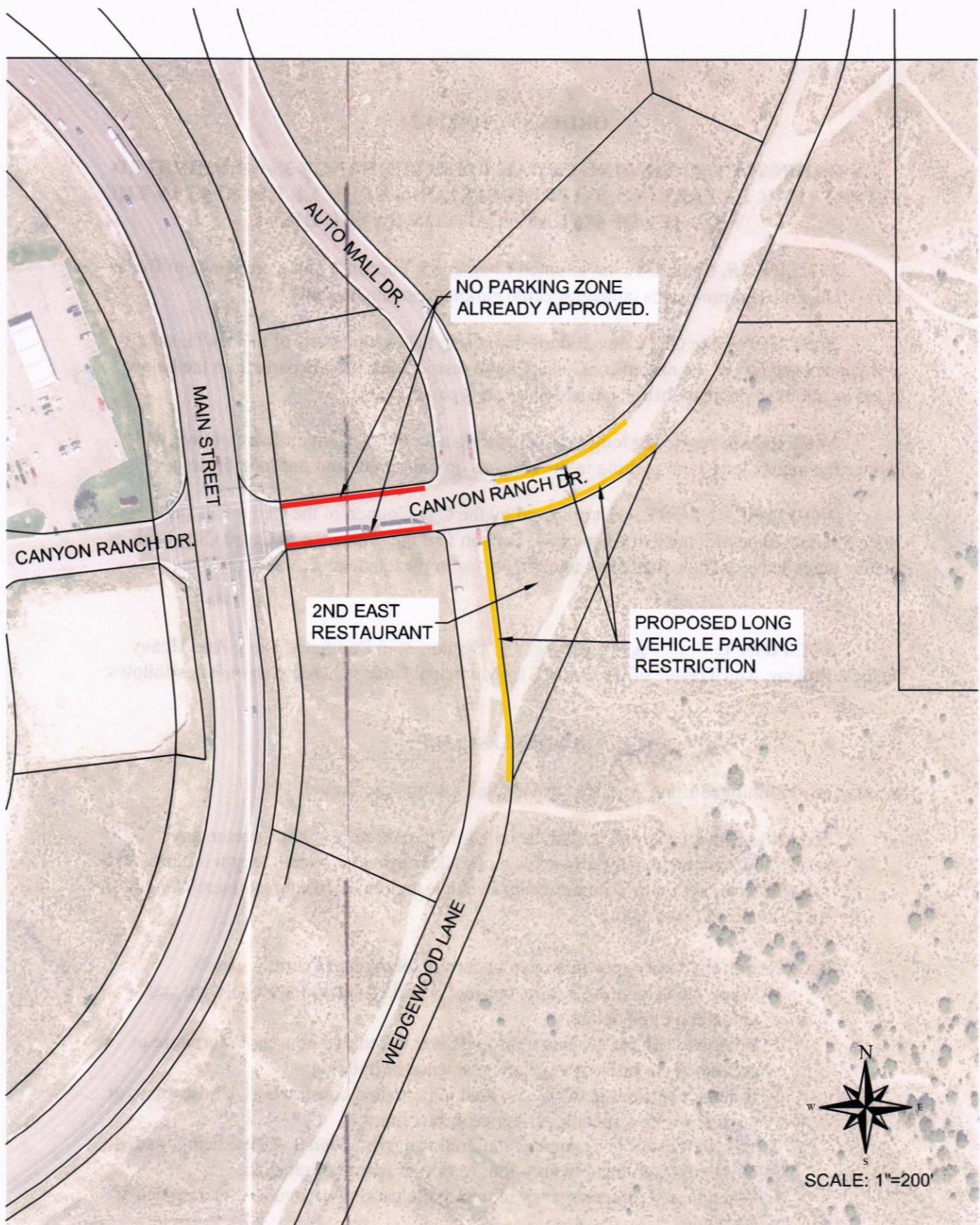
We contacted Terrible's gas station about restricting long vehicle parking on the west side of Wedgewood Lane. Their preference would be to wait until the store is constructed and then make a request to the City Council if needed.

If approved, City Ordinance section 35-6(B) will need to be amended to add this location to the list of restricted parking areas.

Proper signage and yellow curbing would need to be installed. The following items are attached to this information sheet:

1. Exhibit showing the proposed location of the restricted parking zones in this area.
2. Ordinance amendment for the proposed parking restrictions.

Please consider whether to approve the parking restrictions on Canyon Ranch Drive and Wedgewood Lane. Thank you for your consideration.



**PARKING RESTRICTIONS EXHIBIT**  
2ND EAST RESTAURANT

**CEDAR CITY  
ORDINANCE 0214-24**

**AN ORDINANCE AMENDING CEDAR CITY ORDINANCE 35-6 PROHIBITED  
LONG VEHICLE PARKING, TO PROHIBIT LONG VEHICLE PARKING IN THE  
VICINITY OF 686 EAST CANYON RANCH DRIVE**

**WHEREAS**, Cedar City has adopted Chapter 35, Section 6 of the ordinance of Cedar City, Utah, and said provisions contain specific parking restrictions; and

**WHEREAS**, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to restrict long vehicle parking in the below listed locations to prevent obstructive and hazardous parking; and

**WHEREAS**, restricting long vehicle parking near 686 E Canyon Ranch Drive will reduce the impact long-term parking in the area has on businesses and traffic in the area.

**NOW THEREFORE**, be it ordained by the City Council of the Cedar City, in the State of Utah, State of Utah that Chapter 35, Section 6 of the ordinance of Cedar City, Utah, is hereby amended to include the below underlined text and exclude all crossed out text:

**SECTION 1: AMENDMENT** “Section 35-6 Prohibited Long And Heavy Vehicle Parking And Travel” of the Cedar City Municipal Code is hereby *amended* as follows:

**AMENDMENT**

**Section 35-6 Prohibited Long And Heavy Vehicle Parking And Travel**

A. Except as provided herein, it shall be unlawful to park on a public street in any residential zone in the City, any vehicle or trailer having an overall length of thirty-five (35) feet or more; or any combination of vehicle and trailer having an overall length of thirty-five (35) feet or more.

This Section shall not apply, however, under the following circumstances:

1. When the vehicle is a school bus and is parked solely for the loading and unloading of passengers;
2. When the vehicle is being used to deliver or remove household furniture or accessories to or from a specific residence or building;
3. When a vehicle is actively involved in permitted construction, landscaping, or other work on a specific residence or building;
4. When a vehicle is a camper, boat, trailer, or recreational vehicle being loaded or unloaded within a twenty-four (24) hour period of time; or
5. When there is an emergency requiring the parking of a vehicle in a particular location.

- B. Prohibited Parking: No long vehicle shall be parked at any place on Main Street between Monterey Drive and 200 North; on Main Street from the south side of the Coal Creek Bridge to 600 North; between Main Street and 100 West on the north side of 200 North; nor 1000 West to 1150 West on the south side of 200 North; nor on 1225 West, 1150 West and 1050 West, north side of Cross Hollows Road from Royal Hunte Drive to the end of the street, the west side of 100 East from 200 North to the north end of the Library parking lot, and on both sides of S. Providence Center Dr. from 1600 South (VA Cemetery Road) to Cross Hollow Road, ~~and~~ on the south side of Old Highway 91 from Main Street to Greens Lake Drive, on the east side of Wedgewood Lane along the frontage of parcel #B-1654-0004-0000 (686 East Canyon Ranch Drive), and on both sides of Canyon Ranch Drive fronting parcel #B-1654-0004-0000 (686 East Canyon Ranch Drive), or in any area of the City zoned residential pursuant to Chapter 26 of these ordinances.
- C. Prohibited Travel: No long vehicle or heavy vehicle shall be allowed to travel upon City streets posted by Cedar City indicating that such travel and use is prohibited except for vehicles making deliveries or servicing the posted streets. These vehicles may include, but not be limited to public works, public safety, utility, or other vehicles making deliveries or providing services to destinations on said posted streets.
1. For purposes of this ordinance heavy vehicles shall be defined as any vehicle having a Gross Vehicle Weight Rating (GVWR) of 20,000 pounds or greater. The GVWR shall be measured by the manufacturer's placard located on the vehicle.

Amended by ordinance No. 0827-08-1 and 0511-22-1.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____

Presiding Officer

Attest

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Garth O. Green, MAYOR, Cedar City

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RENON SAVAGE, RECORDER,  
Cedar City

CEDAR CITY COUNCIL  
AGENDA ITEMS - *6*  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** City Attorney

**DATE:** February 2, 2024

**SUBJECT:** Amending the Final Plat of the Wildflower Subdivision Phase 3  
Combining Lots 28 and 29.

**DISCUSSION:**

The owners of Lots 28 and 29 in the Wildflower Subdivision Phase 3, in the vicinity of 653 South 2475 West, seek to combine their lots to create a new Lot 29A. The Planning Commission gave a positive recommendation.

Please consider an Ordinance approving Amending the Final Plat of the Wildflower Subdivision Phase 3.

## PLANNING COMMISSION MINUTES

4. PUBLIC HEARING  
Amended Plat- Subd.  
(Recommendation)      653 S 2475 W      Johnson/ Watson Engineering  
Lots 28 & 29  
Wild Flower Subdivision Phase 3

Daryl Brown: I am here to amend a plat. The owner wants to combine lots 28 and 29 into a single lot. There is an existing house on lot 29 and a garage on 28.

Jett: For clarification, you cannot have accessory building on lot without home.

Don: This was permitted. It is not just a garage. It is a private recreation building, which is a permitted use in the zone. If you're in a residential zone, and want to put up a garage for storage, it is permitted use, not accessory use.

Jonathan: We have the mylar, so everything is ready to go on our end.

### *Public Hearing Opened*

Ann Clark: I know this place. What does it benefit the owner of the home to combine the lot. I know it was built as a recreational unit, but it is a giant garage. But now listening, if it is permitted for some kind of use, who checks once they are approved.

Don: We inspect according to plans.

Hahn: I think it helps tax purposes.

Cox: Taxed as personal residence. I am assuming that is the case, but not for sure.

Davis: For resell, it would be good to have as one lot.

### *Public Hearing Closed*

**Jett motions for a positive recommendation for the amended plat of lots 28 and 29 of Wild Flower Subdivision. Davis seconds; all in favor for unanimous vote.**

**CEDAR CITY ORDINANCE NO. 0214-24**

**AN ORDINANCE AMENDING THE FINAL PLAT OF WILDFLOWER SUBDIVISION  
PHASE 3 BY COMBINING LOTS 28 AND 29.**

**WHEREAS**, the Owners of Lots 28 and 29 of the Wildflowers Subdivision Phase 3 seek to combine the lots into one lot, called Lot 29A, 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 amended 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 combining Lots 28 and 29 to create Lot 29A, as more particularly described herein, and City staff is hereby directed to accept the amended plat.

This ordinance, Cedar City Ordinance No. 0214-24, shall become effective immediately upon publication as required by State Law.

Council Vote:

Phillips -  
Melling -  
Riddle -  
Cox -  
Wilkey -

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Dated this \_\_\_\_\_ day of February, 2024.

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GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

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RENON SAVAGE, RECORDER



CEDAR CITY COUNCIL

AGENDA ITEM – 7

TO: Mayor and City Council  
FROM: City Attorney  
DATE: February 2, 2024  
SUBJECT: Requested General Land Use and Zone amendments for a property located at/near 1581 Providence Center Drive.  
DISCUSSION:

Pursuant to the Planning Commission's discussion regarding a general land use amendment and zone change for property located at 1581 Providence Center Drive, across the street from the State Liquor Store, two ordinances were prepared. The property was previously part of the UDOT right-of-way. The parcel is currently split zone with the part to be changed currently zoned Annex Transition (AT), but in the General Plan the property is labeled Natural Open Space. The requested changes would: designate the General Land Use as central commercial and rezone the property to Central Commercial (CC).

The applicant currently owns the property. The Planning Commission gave a **positive** recommendation on the requested changes (see the attached minutes). Please consider whether to pass these ordinances amending the general land use plan and zoning in this area.

PLANNING COMMISSION MINUTES

9. PUBLIC HEARING  
Zone Change AT to CC  
(Recommendation)

1581 S Providence Center Dr  
Phoenix Plaza LLC

Jones/ Platt & Platt

*Public Hearing Opened*

Vickie: Can you tell me what is going to go in the section? You know people straighten out at 50 miles per hour. Goes right into the blind curve.

Bob: I am not at liberty to say. Just trying to clean it up to be complaint.

Hahn: Is the property large enough for Commercial property?

Bob: Yes. As it is now, it is a split zone. It was one parcel.

Cox: If they developed, then would they have to improve the road?

Jonathan: Yes

*Public Hearing Closed*

**Jett motions for a positive recommendation for General Plan change from NOS to CC and the Zone Change from AT to CC for 1581 S Providence Center Dr; Davis seconds; all in favor for unanimous vote.**

**CEDAR CITY ORDINANCE NO. 0214-24**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S  
GENERAL LAND USE PLAN FROM NATURAL OPEN SPACE TO CENTRAL  
COMMERCIAL FOR PROPERTY LOCATED AT 1581 PROVIDENCE CENTER  
DRIVE.**

**WHEREAS**, the owner of property located at 1581 Providence Center Drive has petitioned Cedar City to change the current General Land Use Plan from Natural Open Space to Central Commercial. The property is more particularly described as shown in Exhibit A.

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

**WHEREAS**, the City Council after duly publishing and holding a public hearing to consider the proposed general land use change finds the proposed change 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, or correcting manifest errors.

**NOW THEREFORE BE IT ORDAINED** by the City Council of Cedar City, State of Utah, that the City's General Land Use Plan is amended from Natural Open Space to Central Commercial for a property located at 1581 Providence Center Drive, and more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's General Land Use Plan.

This ordinance, Cedar City Ordinance No. 0214-24- , shall become effective immediately upon passage by the City Council and published in accordance with State Law.

**Council Vote:**

Phillips -

Melling -

Riddle -

Cox -

Wilkey -

Dated this \_\_\_\_\_ day of February 2024.

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GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

# EXHIBIT A

## PROPOSED ZONE CHANGE (AT TO CC)

BEGINNING AT A POINT THAT IS SITUATED S.89°59'59"E. ALONG THE SECTION LINE 192.97 FEET FROM THE NORTHWEST CORNER OF SECTION 27, T.36S.,R.11W.,SLB&M. SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE I-15 FRONTAGE ROAD THENCE S.89°59'59"E. 258.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF I-15, THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 11414.00 FEET A DISTANCE OF 581.33 FEET (THE CHORD OF SAID CURVE BEARS S.30°55'33"W. 581.26 FEET), THENCE S.32°23'06"W. 190.40 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 13617.99 FEET A DISTANCE OF 432.22 FEET (THE CHORD OF SAID CURVE BEARS S.33°17'39"W. 432.20 FEET), THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF I-15 N.55°47'48"W. 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-15 FRONTAGE ROAD, THENCE N.28°28'17"E. 797.67 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1213.24 A DISTANCE OF 304.40 FEET (THE CHORD OF SAID CURVE BEARS N.4°37'18"E. 303.61 FEET) TO THE POINT OF BEGINNING.

CONTAINS 2.43 ACRES OF LAND.



### ZONE CHANGE MAP FOR

DALE V. JONES REVOCABLE TRUST & PHOENIX PLAZA LLC  
WITHIN SECTIONS 27 & 28, T.365, R.11W., S.L.B.A.M.  
CEDAR CITY, IRON COUNTY, UTAH

PAGE: 1 OF 1

**CEDAR CITY ORDINANCE NO. 0214-24**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S  
ZONING DESIGNATION FROM ANNEX TRANSITION (AT) TO CENTRAL  
COMMERCIAL (CC) FOR PROPERTY LOCATED AT 1581 PROVIDENCE CENTER  
DRIVE**

**WHEREAS**, the owner of property located at 1581 Providence Center Drive has petitioned Cedar City to change the current zoning designation from Annex Transition (AT) to Central Commercial (CC), the property is more particularly described and shown in Exhibit A.

**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 AT to CC, for property located at 1581 Providence Center Drive, and more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map once the development agreement is approved.

This ordinance, Cedar City Ordinance No. 0214-24- , shall become effective immediately upon passage by the City Council and published in accordance with State Law.

**Council Vote:**

Phillips -  
Melling -  
Riddle -  
Cox -  
Wilkey -

Dated this \_\_\_\_\_ day of February 2024.

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GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

# EXHIBIT A

## PROPOSED ZONE CHANGE (AT TO CC)

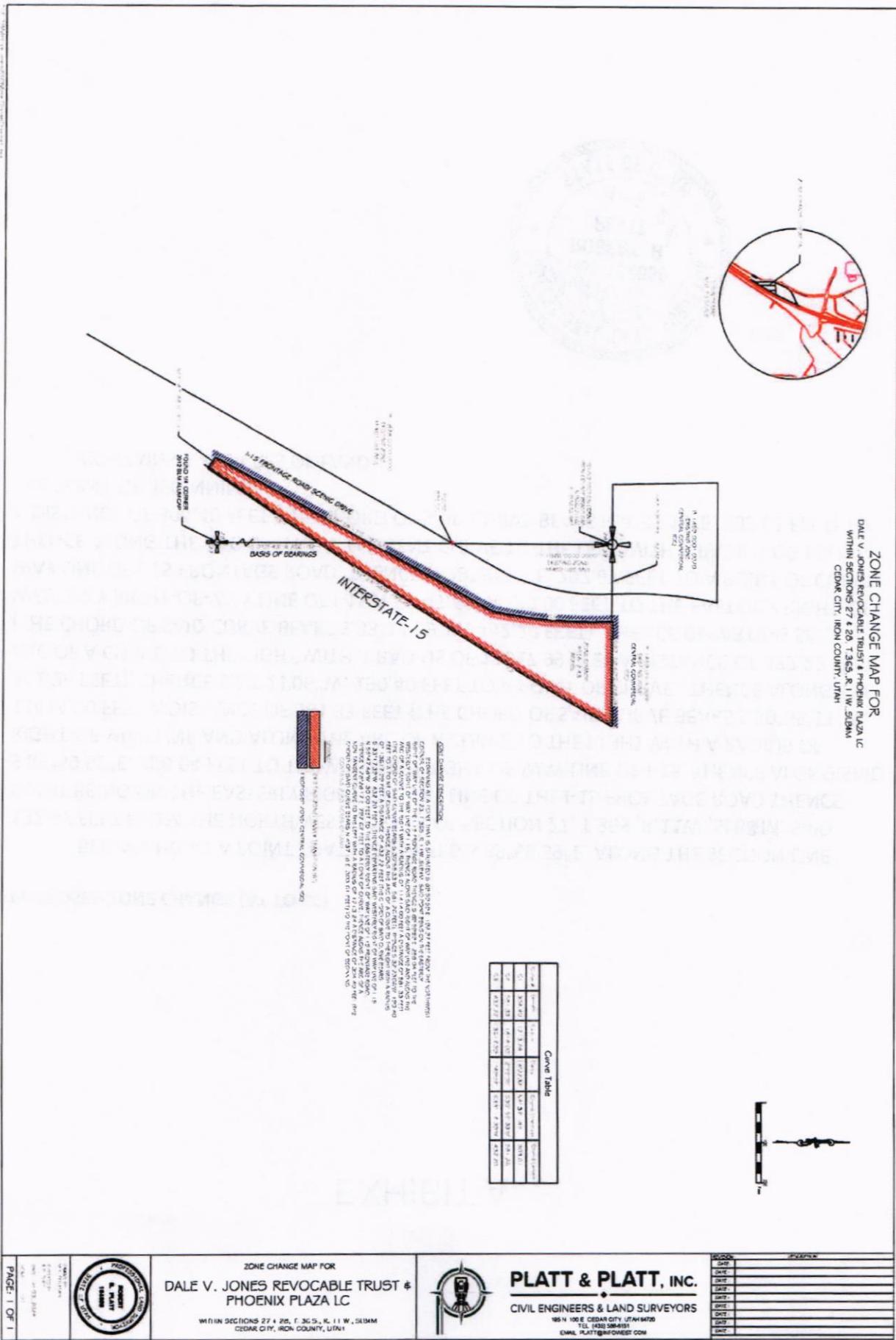
BEGINNING AT A POINT THAT IS SITUATED S.89°59'59"E. ALONG THE SECTION LINE 192.97 FEET FROM THE NORTHWEST CORNER OF SECTION 27, T.36S.,R.11W.,SLB&M. SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE I-15 FRONTRAGE ROAD THENCE S.89°59'59"E. 258.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF I-15, THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 11414.00 FEET A DISTANCE OF 581.33 FEET (THE CHORD OF SAID CURVE BEARS S.30°55'33"W. 581.26 FEET), THENCE S.32°23'06"W. 190.40 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 13617.99 FEET A DISTANCE OF 432.22 FEET (THE CHORD OF SAID CURVE BEARS S.33°17'39"W. 432.20 FEET), THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF I-15 N.55°47'48"W. 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-15 FRONTRAGE ROAD, THENCE N.28°28'17"E. 797.67 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1213.24 A DISTANCE OF 304.40 FEET (THE CHORD OF SAID CURVE BEARS N.4°37'18"E. 303.61 FEET) TO THE POINT OF BEGINNING.

CONTAINS 2.43 ACRES OF LAND.



ZONE CHANGE MAP FOR  
DALE V. JONES REVOCABLE TRUST & PHOENIX PLAZA LLC

WITHIN SECTIONS 27 & 28, T. 36 S., R. 11 W., SANBAM  
CEDAR CITY, IRON COUNTY, UTAH



ZONE CHANGE MAP FOR  
DALE V. JONES REVOCABLE TRUST &  
PHOENIX PLAZA LC  
WITHIN SECTIONS 27 & 28, T. 36 S., R. 11 W., SUMM  
CEDAR CITY, IRON COUNTY, UTAH



**PLATT & PLATT, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
185 N. 100 E. CEDAR CITY, UTAH 84720  
TEL: (435) 586-4151  
EMAIL: PLATT@COMCAST.COM

CEDAR CITY COUNCIL  
AGENDA ITEM - 8

**TO:** Mayor and City Council

**FROM:** City Attorney

**DATE:** February 5, 2024

**SUBJECT:** Consider accepting or rejecting the petition to annex 10.66 acres of land in the vicinity of 1711 West 3000 North.

**DISCUSSION:**

Douglas H. and Nikki E Hirschi seek to annex 10.66 acres of land contiguous to the City's boundary in the location of 1711 West 3000 North.

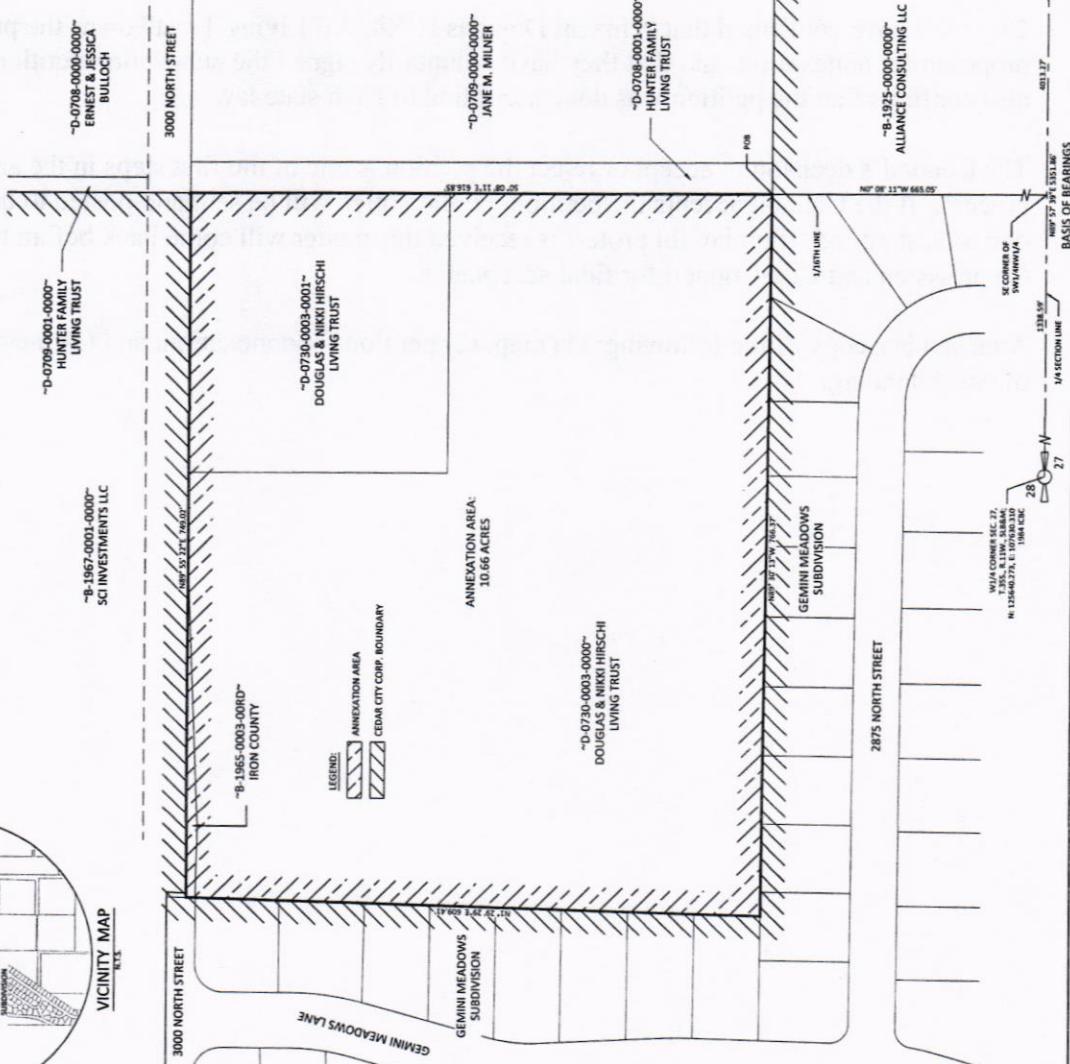
City Staff have confirmed that "Hirschi Douglas H/Nikki E Living Trust" owns the property proposed for annexation, and that they have voluntarily signed the annexation petition. City Staff also confirms that the petition was done according to Utah state law.

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, (2) petition for annexation, and (3) memorandum of understanding.

## ANNEXATION MAP FOR

DOUGLAS & NIKKI HIRSCHI LIVING TRUST  
WITHIN THE NE1/4 OF SECTION 27, T. 35 S., R. 11 W., SLB&M  
IRON COUNTY, UTAH



PAGE 1 OF 1

**PETITION FOR ANNEXATION**

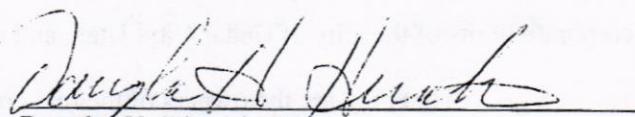
TO THE CITY RECORDER OF CEDAR CITY, MUNICIPAL CORPORATION OF THE  
STATE OF UTAH:

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:

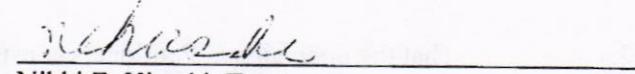
1. That they are the owners of the real property in the territory lying contiguous to the present corporate limits of the city of Cedar City, in Iron County, State of Utah.
2. That the undersigned Petitioners constitute a majority of the owners of the said real property, and at least 1/3 of the value 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 Platt and Platt, Inc., 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: **SEE LEGAL DESCRIPTION**  
**ATTACHED AS EXHIBIT "A"**
5. The petitioner designated as the contact sponsor is Douglas H. Hirschi, Trustee of the Douglas H. and Nikki E. Hirschi Living Trust dated November 27, 2017, at 1711 W 3000 N, Cedar City, Utah.

WHEREFORE, your Petitioners request that the members of the City Council of the city of Cedar City, Utah accept the petition for further consideration and take appropriate action thereby declaring the annexation of such territory and real property and the extension of the corporate limits of the city of Cedar City, Utah, accordingly.

DATED this 10th day of January,  
2024.

  
Douglas H. Hirschi, Trustee

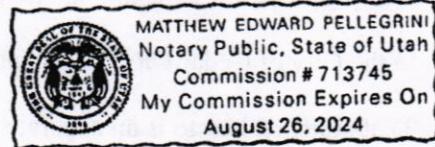
Douglas H. and Nikki E. Hirschi Living Trust  
dated November 27, 2017

  
Nikki E. Hirschi, Trustee

Douglas H. and Nikki E. Hirschi Living Trust  
dated November 27, 2017

State of Utah) S.S.

County of Iron)



On this the 10th day of January, in the year 2024, before me Matthew Edward Pellegrini a notary public, personally appeared Douglas H. Hirschi & Nikki E. Hirschi Trustees of the Douglas H. and Nikki E. Hirschi Living Trust dated November 27, 2017, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same.

  
Notary Public

**"Notice"**

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality). If you choose to withdraw your signature, you shall do so no later than 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified."

**\*\*\* 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.

**Exhibit A**

BEGINNING N.89°57'39"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1338.59 FEET AND N.0°08'11"W. 665.05 FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M; THENCE N.89°30'13"W. ALONG THE BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 766.37 FEET, THENCE N.1°29'29"E. ALONG SAID SUBDIVISION BOUNDARY LINE 609.41 FEET, THENCE N.89°55'22"E. 749.02 FEET TO THE EAST LINE OF THE SW1/4NW1/4 OF SAID SECTION 27, THENCE S.0°08'11"E. ALONG SAID 1/16TH LINE 616.85 FEET TO THE POINT OF BEGINNING. CONTAINS 10.66 ACRES OF LAND.

ANNEXATION  
MEMORANDUM OF UNDERSTANDING  
FOR  
THE AVAILABILITY AND PROVIDING OF CITY SERVICES

ANNEXATION NAME: Hirschi Annexation

ANNEXATION AREA: 3000 North

ANNEXATION LOCATION: Located in the NE ¼, Section 27, Township 35 South, Range 11 West, Salt Lake Base & Meridian.

This memorandum of understanding describes the availability and requirements to provide the basic City services to the Annexation Area. It is clearly understood that this is a general statement of the availability and requirements to provide services relative to this annexation area. Cedar City Corporation may require additional improvements in the process of the development and reserves the right to do so.

DESCRIPTION OF SERVICES

1. WATER: There is an existing 12-inch City water main in 3000 North Street. The water line in 3000 North Street is directly adjacent to the proposed annexation area.
2. SEWER: There is a 24-inch sewer line in 3000 North Street. Future development will likely need to connect to the sewer in 3000 North Street.
3. DRAINAGE: The annexed area drains to the northwest and flows towards 3000 North Street.
4. ACCESS: The annexed property has direct access to 3000 North Street, a dedicated City street.
5. FIRE: All development shall conform to the currently adopted International Fire Code and International Building Code. Fire apparatus access roads shall be provided and maintained. Required access roads shall extend to within 150 feet of all portions of buildings and all exterior walls as measured by an approved route around the exterior of buildings hereafter constructed. Security gates across fire department access roads shall be approved by the fire code official and shall have an approved means of emergency operation. The grade of fire department access roads shall not exceed 10 percent. An approved water supply capable of supplying the required fire flow shall be provided.

Developments within Cedar City's designated Wildland Urban Interface areas shall conform to the Utah Wildland Urban Interface Code as adopted by Cedar City Corporation.

Developments located outside of a 5-mile radius from a City fire station may be

classified as class 10—unprotected, by the Insurance Services Office (ISO). While the fire department will provide fire protection in such areas, insurance rates are likely to be greater than those located within the city's ISO class 4 protection classification.

6. POLICE: The annexed property is within the area presently served by the Cedar City Police Department.

APPROVALS:

*Mike Phillips*  
CEDAR CITY FIRE DEPARTMENT

*Darin M. Adams*

CEDAR CITY POLICE DEPARTMENT

*Jonathan Stathis*  
CEDAR CITY ENGINEERING DEPARTMENT

*Douglas Hirschi*  
PROPERTY OWNER

*Nikki Hirschi*

**CEDAR CITY**  
**COUNCIL AGENDA ITEM 9**  
**STAFF INFORMATION SHEET**

**TO:** Mayor and Council  
**FROM:** Donald Boudreau  
**DATE:** January 22, 2024  
**SUBJECT:** Consideration of a Vicinity Plan for Phases 1 and 2 of the Prairie at Bauer Meadows PUD located at approximately 1950 South Westview Drive

**Discussion:** The subject PUD vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached is a copy of the PUD's Vicinity Plan. As required in the City's subdivision ordinance once the Planning Commission recommends a PUD subdivision vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval. The following is some general information concerning the subject PUD:

Developer/ Engineer- **Hansen /Go Civil**

PUD General Location- **1950 South Westview Drive**

Zone- **R2-2**

Number of Units- **48 Single Family Lots**

5. PUBLIC HEARING approx. 1950 S Westview Dr Hansen/ GO  
Civil  
PUD- Vicinity Prairie at Bauer Meadows PUD  
(Recommendation) Phases 1 & 2

Dallas Buckner: This is the formal plan. The zone change to R-2-2 is on counsel this week. They will be single family homes for these two phases. Proposed subdivision, of 7000 square foot single family lots. There is a private road, proposed trail around lots. Phase 1 has 24 lots. Phase 2 has 24 for a total of 48.

Hahn: Will there be a sight obscuring wall?

Don: It is not required per ordinance with single family homes. There will be some sort of gate.

Hahn: How wide on Westview?

Buckner:

Lunt: Single Story?

Buckner: I don't know. We just have as proposed 7000 square foot lots.

*Public Hearing Opened*

Lynn White: I am confirming, it is not duplexes.

Buckner: Correct

Lynn: Any restriction so the homes don't become Airbnb's?

Hahn: No city restrictions

Lynn: So, they can be used for it?

Don: Correct

Lynn: With this new planned development, does it change any plans for Westview?

Jonathan: Westview is Master Planned for 100 foot right of way. They will be putting in Curb Gutter and Sidewalk. Ultimately, they may have two lanes with a turn lane. I don't know when, but it is a possibility.

Lynn: Is it the case that right now we are talking about one lane with a turning lane in between?

Jonathan: With this project, nothing with change with the travel lane, they will just widen road in front of their subdivision.

Hahn: The answer to your questions, has the plan changed- no. Main Street is 100 feet wide.

Lynn: But the plan now is one lane each way?

Jonathan: As development occurs, it can change. Right now, the striping will not change in the 490 feet then get back together. So, this one development will not change the striping. As development occurs in the future that may change. What you will see is what we call a taper on each side of the development. A wider shoulder on the side. Unfortunately, these kinds of things happen piece mail.

Vickie Graham: So, all the drivers will be coming past my house.

*Public Hearing Closed*

Jett motions for a positive recommendation for the PUD at approx. 1950 S Westview Dr; Lunt seconds; all in favor for unanimous vote.



is to show zoning boundaries. It seems like it changes through. I don't think it will affect anything as far as lot sizes. Helpful to see that. I think it's R-2-1 to R-2-2. Looks like the water acquisition is already taken care of, the property should be wet. It is located in the airport zone, file 7460 for that. Were the soil reports just for phases one and two, or for entire development?

Dallas: I will have to look and see if we need to expand that report.

Jonathan: Make sure we have a current spoils report for this area. Show the PUE through subdivision, and any off-site easements that are needed. Show streetlights and fire hydrants with correct distance throughout the subdivision. I did have one concern with that existing home that it may not meet setbacks. It is an existing home, not sure how to deal with that.

Dallas: We would like to cut that portion off and dedicate the road, so we have traffic circulation in there. Unless the city tells us no. They are still undecided on what they are going to do right there. When they decide, come back and do a simple minor sub. If the city tells us that is not acceptable, then we can do something else and dedicate that later. The developer's preference is to dedicate and put improvements in now.

Jonathan: That would be better for traffic circulation. I assume they would want to keep the home. We will look into that further. At 4700 west, there had been discussion on possibly taking all the way out to 56. Has there been more discussion on getting another access from UDOT?

Dallas: UDOT shut the door on that. They said unless it is on the city master plan, the access was just for that house. They told Precision they couldn't run trucks on it. We anticipate 4500 and the other one being the only two. The only tie into the subdivision west.

Jonathan: Show temp cul-de-sacs on vicinity plan. Prairie Dog clearance letter, submit vicinity plan for review, take to Planning Commission and City Council. We are in a transition phase as we go into new subdivision ordinance. But still have to at this point.

Randy: You may want to watch where that house is, it is on septic system. We are going through flow study. May put the other extension on the lift station. We are almost done with the study. Adding another pump and motor. State tells us we need to hit certain percentage on that lift station.

Dallas: Do we need to do anything on our end?

Randy: We let Burgess know.

Dallas: The footprint will not change?

Jonathan: Randy, will that be based on lots or flow?

Randy: Lots.

Jonathan: Let's review the study and see where we are at with that.

3.

Zone Change  
AT to R-2-2

Bauer Meadows RDO Pod 9  
approx. 1950 S Westview Dr

Hansen/GO Civil

Dallas: Pod 9 is on the approved RDO as R-2-2. Taking from AT to R-2-2.

Don: It conforms so I don't have a problem

Jonathan: Be sure to notice within 300 feet. Make sure you get noticing done before it goes to Planning Commission. We will need the owner's consent.

4.

PUD- Vicinity

Bauer Meadows RDO Pod 9  
approx. 1950 S Westview Dr

Hansen/ GO Civil

Dallas: This is a vicinity plan on the same parcel. 21 acres. Looking at doing a PUD. PUD sized roads, 10 buffer as pedestrian trail, we will count that as the open space. We will have further amenities and a detention basin. We have one side walk along the outer edge of road. We will do whatever the minimum,

26-foot asphalt. Lot sizes 7000 or greater.

Don: Single family?

Dallas: Yes,

Don: You don't have to do the open space. I encourage you to.

Dallas: Is guest parking required?

Don: No, but you should consider it.

Jonathan: We will want a drainage study, looks like you are planning on detention in the corner. From 4B Ranch Phase 4, are you installing to be stubbed into that property?

Dallas: Randy requested a road site, I turned that into Lisa a couple of days ago. Joel is planning on doing a separate contract with Precision. Having this installed into there and stubbed. We will pick up when we have design data. Stub 24 inch in, detention basin, run sewer along line. Carry Randy's maintenance road, and tie into there.

Jonathan: Where this is a PUD, wouldn't the Sewer be private.

Randy: They would still need access. Easier to do that than a turn around.

Dallas: The pond will be private until you get to the city street.

Randy: If it will be private, then we don't need access.

Dallas: So, from this junction box, and to the manhole, everything is private?

Jonathan: Any city drainage coming down through there?

Dallas: Everything drains northwest. I know there are ditches and culverts. I wouldn't anticipate it is a whole lot. Probably minimal off Westview.

Jonathan: Let's look at that closer. It would be better if it was all private until it comes to the city street.

Dallas: Until Westview is built out, I think it will run down the curb and gutter.

Jonathan: On the sewer it would be private all the way until the city streets.

Randy: In the conversations I didn't know it was PUD. Is there an existing manhole?

Dallas: We moved around with our spacing.

Jonathan: That is an 8-inch line that needs to go directly into the manhole. Westview Drive is a 100-foot right-of-way, make sure dedicated to the full width.

Dallas: Did you guys decide if it was 50/50?

Clay: 50/50 from center line I believe.

Jonathan: There is a 12-inch master planned water line in Westview Drive, 30-inch master planned storm drain that is shown on the east edge of the property. It would drain down to Shurtz Creek, run south. We need to take a look and see exactly how that will work. Master planned side path on Westview Dr. so need 10-foot-wide sidewalk. Temporary cul-de-sac at end of private streets for emergency vehicles. One thing water service, are they planning to get water from the water conservancy district?

Dallas: Hoping to piggyback on same agreement we did with 4B. Turn over, put our meter in, loop it through our subdivision. If there is a 12-inch master plan, we would have to install that and Westview a dummy line. I thought the agreement could be used by others.

Jonathan: I tried to find the agreement. I could only find the rough draft. We will have to sit down with Randall. I am not clear if that agreement can be used for other subdivisions. Hopefully we will just be able to use it for this. Check with the conservancy district to make sure they can model it to serve this area. Also have them look at fire flow. Master meter going into development.

Dallas: Turn off and put a master meter in, loop out to Westview. Install 12-inch line, run 6 or 8 inch. Make sure the meter is on future city line. For garbage, City pick up, similar to Ashdown.

Jonathan: If it is a PUD, you would have to get that approved through Public Works if they want city pick up.

Dallas: Is there a requirement for city pick up? These are individual homes. 20 foot asphalt, two foot gutter.

Eric: Cedar Bend is so clustered; we can barely get a truck in there.

Jonathan: No parking allowed on the street. It may help to have a maintenance access road around the

whole loop. Let's have further discussion. This is in WUI zone, Prairie Dog Clearance, we will want to look at the north driveway entrance. Very close to the other street coming in from the East.

Dallas: It is a driveway, not an intersection.

Don: Call it what you want to call it, but it is a problem.

Jonathan: Technically it is not a city street, so per the city standard it wouldn't be required, but want it on record. Any sidewalks inside the PUD?

Dallas: We have a 4 foot around it. The developer has a vision to have a trail along perimeter. Probably an internal alley. PUD requires site obscuring fence. He would prefer along the back, a wrought iron, then the trail, then the 10-foot sight obscuring. Will that need a variance or code change?

Don: Let's take a look at the ordinance.

Randy: Was this put on the flow study as dense housing?

Jonathan: Yes, they are conforming to the General Plan. Need the vicinity plan to review, then go to Planning Commission and City Council.

Don: We will have to take a look at the 6-foot fence. And PUDs are supposed to be gated.

Dallas: Gated at the entry?

Clay: Maybe change to private utilities.

5.	Vacate- Master Planned Trail	Aviation Way	Cheney/ GO Civil
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Dallas Buckner: This came up when we brought the vicinity plan through. Not sure how the master planned trail is going to work. It can't go through the airport or the Coke plant, and we don't want it going through ours.

Don: What's the alternative? Maybe a staff discussion.

Dallas: A lot of the stuff is built out. Sidewalks built out.

Jonathan: Any other alternatives? There is a Railroad Right-of-Way not sure they want a trail right along the railroad. Aviation Way would be the best location, but like you said, a lot have been built out without the trail. We will sit down with Ken and City Trails Committee. Bring to their next meeting and see their thoughts.

Dallas: I am just bringing this for my project, if they want to vacate this.

Randy: We have the access road for sewer. Goes right into the Coke plant. They have talked about maybe using it as a rear access to prison.

Jonathan: Need to go to Planning Commission and City Council.

Dallas: I am just going to continue to propose the city vacate this part. As long as it doesn't go through Aviation PUD.

6.	General Plan Amendment Natural Open Space to Central Commercial	1581 S Providence Center Dr	Jones/ Platt & Platt
7.	Zone Change AT to CC	1581 S Providence Center Dr	Jones/ Platt & Platt

Don: 6 and 7 together.

Dave Clark: Old Southbound freeway onramp. UDOT sold off in 2014. This piece just got annexed.

Jonathan: I don't have any concerns. Just the process: Owners consent for the zone change. Map and legal description. Need to go to Planning Commission and City Council. Send out notices.

Don: Give us a stamped legal description.

Dave: Is that state law?

CEDAR CITY COUNCIL  
AGENDA ITEMS - *10*  
DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** City Attorney  
**DATE:** February 5, 2024  
**SUBJECT:** Ekko View Subdivision Phase 1 located at approximately 1820 N Lund Highway

**DISCUSSION:**

Ekko View Subdivision Phase 1 is located in the vicinity of 1820 N Lund Highway. I received the title report prior to this memo, but I have not received verification of payment of the required fees. The applicant's attorney provided us with a letter, attached, indicating the CC&Rs are still being written but will be completed soon.

Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plat will not be recorded until the bond and bond agreement are in place.

Please consider approval of the final plat for the Ekko View Subdivision Phase 1.



RECEIVED  
CEDAR CITY COUNCIL  
AGENDA ITEMS - 11  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** City Attorney

**DATE:** February 2, 2024

**SUBJECT:** Amending the Final Plat of the Fiddlers Canyon Subdivision Unit 5 Combining Lots 1 and 2.

**DISCUSSION:** The owner of Lots 1 and 1 in the Fiddlers Canyon Subdivision Unit 5, in the vicinity of 772 East Fiddlers Canyon Road, seeks to combine the lots to create a new Amended Lot 1.

The Planning Commission gave a negative recommendation due to an issue with a couple of Conex boxes on Lot 1. Conex boxes technically meet the definition of "structure" under Chapter 26, so the location of the Conex boxes brought up two concerns under ordinance: 1) accessory structures are not allowed on a lot without a primary structure, and 2) structures must meet required setbacks. The first concern is currently a problem with the lots separate but could be fixed if the lots are combined. The second concern was investigated by Dallas Buckner (see his attached map), which showed one of the Conex boxes is a few (4.78) feet within the front setback.

Please consider an Ordinance approving Amending the Final Plat of the Fiddlers Canyon Subdivision Unit 5.

## PLANNING COMMISSION MINUTES

4. PUBLIC HEARING  
Amended Plat- Subdivision  
(Recommendation) 732 E. Fiddlers Canyon Rd.  
Lots 1 & 2  
Fiddlers Canyon Subd. Unit 5 McDonald/ GO Civil

Buckner: There are two lots they are combining into one. There is a townhome project under construction on the next lot. This has a steep driveway and an undeveloped lot.  
Jonathan: Everything is good on this.

*Public Hearing Opened*

Shannon Poulson: I live directly across from lot #1. I hope to give you more information. I want to make sure the zoning is correct. We used to be the last house at the end of the road. Some growth has been painful. There are few lots left for one building in our area. My concern is for the activity on this lot. Can you pull up pictures? As you can see progress is being made on the condos. This is the view out my window, two Connex boxes. The home is as far away as possible from the boxes. In the space in between the units, they have parked stuff. There is a sidewalk that goes by. It has never been maintained. Nothing has been done with the front of the lot. When I went to the zoning for R-1. It says a residential environment. Strictly prohibited are commercial uses. These two boxes are being used to house a rental company. The material is being moved into these boxes. The house sits so high there is not a yard. Whenever they have done something, it has been a dumping ground for years. I know people are doing business out of their homes. This is a residential lot. I think a Connex box is a trailer. If there is going to be a trailer, it has to be for construction purposes, up to two years. Trailers are not part of R-1. Section F all accessory buildings in rear. If two lots are combined, there is no way to move to 6 feet beyond the building. CC&Rs state no lots except for residential. No buildings erected except single family. No dwellings or buildings moved without plans submitted to the architectural board.

Jett: The city has no authority over CC&Rs.

Shannon: I am speaking to the fact that we are not going to have extra buildings put on the area. If these two lots are merged, will it negate the 6 feet required? Will they still be held accountable? The lots combining came after 17 years of residence and after the arrival of the Connex boxes. Maybe the planning commission should look at how the Connexes are used. The double lots in the area are nice. It adds to the feeling of inviting to the neighborhood. They are parks that are part of the neighborhood and use. I am skeptical of the future use. Unfortunately, it is showing no benefit to the community.

Don: There are no ordinances against Connexes The council addressed the issue a few years ago. Once they get to a certain size, then we get into permitting issue. This looks like a setback issue.

Hahn: If they combine the two lots, can they build an accessory building?

Davis: Wouldn't combining them put them in violation?

Randall: Side setback is 8 feet minimum on a side lot for private garage. May have minimum side yard as one foot. Not that everything has to be 6 feet behind, side

buildings have been built, but have to be 6 foot. If you're not six feet behind, you have to be in the normal setbacks.

Lunt: The lot, can it have Connex boxes? Don: It would go with what we talked about earlier. This would bring them closer to conformance. I don't know the exact dimensions. I don't have a perfect answer.

Jett: The lot that the Connex boxes are on, can it be a separate lot?

Don: I am sure it meets minimum width; the ordinance states you can build a single-family home.

Buckner: It's a legal 10,000 square foot lot. We are just dissolving the interior lot line. I know they have an existing garage or shed on lot line. Combine into one lot.

Cox: Does a Connex qualify as an accessory unit?

Cox: Same thing applies to trailer without tires. Wheels or no wheel, functionally it is the same. Sitting there as a storage unit.

Hahn: I remember the Connex discussion. The city council decided not to do anything with it.

Cox: Does the city have a leg to stand on?

Don: We have not looked at them as a trailer. There is no design parameters on accessory units. You do have size limitations when it would need a building permit.

Lunt: Logically if you require a contractor to use the box, but then move it. I understand the reasoning to not want them to sit there forever. But now we have one just sitting there.

Randall: 5 and 6 talk about if it is a temporary building.

Hahn: This is referring to if it is something associated with construction. If it is not for construction, this doesn't apply.

Lunt: That seems like common sense, I am wondering what the homeowners plan is.

Randall: People are just using them as storage all over town.

Lunt: He doesn't have room on the lot he has his house on, so he bought another one.

Davis: It does look temporary, and part of the construction. It is ugly.

Webster: Did you say it was used commercially?

Shannon: We have just watched chairs and tables hauled in. Using it for storage.

Cox: Is there an active HOA

Davis: No

Cox: Get together and start an HOA.

Randall: We are addressing one issue here. If they have evidence that they are a business, they talk to Renon. Storage alone is not business. We are stuck with what to do with them when the council doesn't tell us.

Cox: We have these decisions to make. But no guidance.

Randall: On the legislative end, you can say: The city has not been enforcing. If those people have proposals and try to get some guidelines with what to do with Connexes it would be easier for us.

#### *Public Hearing Closed*

Cox: Is it appropriate to go back and ask what they plan to do with the Connex boxes?

Buckner: It is my understanding that there was a building on the property line, and he just wants to combine. These are two separate issues.

Randall: Technically yes you can table and ask, but if he says no, is it going to change your mind?

Jett: I am not sure why we are talking about this. It isn't relative to each other.

Randall: If you think it would affect your decisions, you can. It is a dangerous road.

Jett: I personally struggle with the city saying do this or else. This issue is independent of what we are talking about.

Randall: Does combining the lots make it worse? Or is it a tool to make them do something you want them to do?

Webster: Is it truly unrelated? What goes on that lot has to be a single-family residence.

Randall: This could easily be classified as a structure.

Jett: They don't even fall into permitting, but the only concern would be the setback.

Randall: The city can say something is illegal, even if you don't need a permit.

Jett: They can move them to the correct setback and be fine.

Cox: I would feel better about enforcing Connexes if we had a leg to stand on.

Davis: I have a hard time because they are ugly.

Jett: Our role isn't about what's ugly.

Lunt: In my mind lot 2 says R-1, but lot 1 doesn't say R-1.

Hahn: Doing the lot line adjustment doesn't change the use, or ownership of the property. I don't like the Connex, but without having a specific code to enforce, we can't force them to move it.

Cox: What is the timeline for needing this done?

Buckner: I don't know. Both are R-1 lots. They wanted to keep utilities with Lot 1 in case they want to divide it in the future.

Davis: Randall said don't table because we can't enforce. If we don't approve, are they in violation?

Don: Once they combine, they could be used as an accessory unit.

Webster: It is currently in violation.

Jett: If we combine, then they won't be in violation.

Randall: Two different questions. What is a structure. What is a building. Ordinance, says on the ground, designed to contain something. When do they have to get a permit? Still building or structure, but not 200 sq ft. The rule is we have to grandfather anything that was legal at some point.

Cox: It is illegal now, but if we combine, it will be legal. Assuming they are far enough to make the setbacks.

Randall: If you approve contingent to them moving them, there is nothing stopping them from bringing the boxes back.

Cox: I think they have a right to combine the lots.

Webster: If you don't combine, the Connex boxes go away, and the use is R-1.

Jett: Why are we holding them up, they have a legal right to combine the property. They have met the ordinance.

Hahn: Do we make them rectify to approve?

**Jett motions for positive recommendation for the amended plat; Hahn seconds; Councilmember Cox in favor.**

**Webster motions for negating recommendation for the amended plat; Gardner seconds; Davis, Lunt, in favor.**



**CEDAR CITY ORDINANCE NO. 0214-24**

**AN ORDINANCE AMENDING THE FINAL PLAT OF FIDDLERS CANYON  
SUBDIVISION UNIT 5 BY COMBINING LOTS 1 AND 2.**

**WHEREAS**, the Owner of Lots 1 and 2 of the Fiddlers Canyon Subdivision Unit 5 seeks to combine the lots into one lot, called Amended Lot 1, 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 amended 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 combining Lots 1 and 2 to create Amended Lot 1, as more particularly described herein, and City staff is hereby directed to accept the amended plat.

This ordinance, Cedar City Ordinance No. 0214-24, shall become effective immediately upon publication as required by State Law.

**Council Vote:**

Phillips -  
Melling -  
Riddle -  
Cox -  
Wilkey -

/

/

/

Dated this \_\_\_\_\_ day of February, 2024.

  
**GARTH O. GREEN, MAYOR**

[SEAL]

ATTEST:

---

**RENON SAVAGE, RECORDER**



CEDAR CITY COUNCIL

AGENDA ITEM - 12+13

TO: Mayor and City Council

FROM: City Attorney

DATE: February 5, 2024

SUBJECT: Vacating an old right-of-way and disposal of two properties located at approximately 140 North 300 East

**DISCUSSION:**

On separate occasions and by the request of Tom Jett, the Council agreed to consider the disposal of two small parcels of City property near 140 North 300 East. Per City policy, Mr. Jett paid to have both parcels appraised.

The first appraisal was performed and completed by Rex N Dungan Appraisals. The appraised value of the 0.08 acres of property was originally \$17,629, but the appraiser reduced it a day later to \$7,240 upon realizing the property was not developable alone. I've attached the corrected appraisal. The second appraisal was performed and completed by Southern Utah Appraisal Alliance, LLC. The appraised value of the .42 acres of property is \$17,500, which is also listed as unbuildable due to its landlocked location.

I put together an RFP and opened it up both properties for public bid. Due to some incorrect or mis-entered information I had at the time the RFP was sent out, the minimum amounts requested for the properties were \$7,240 and \$17,500. Mr. Jett, on behalf of Melodie Jett, La Rae Heaton, and Ruth Heaton, was the only person who submitted an offer (see the attached offer). Mr. Jett has offered to pay \$7,500 and \$18,000, respectively, for the parcels and agreed to provide a 20-foot easement for City access on the second parcel.

The City Council has a few different options to consider at this time: 1) accept Mr. Jett's offer as is, 2) make a counteroffer (this should be discussed during a closed session), or 3) reject the offer and retain possession of the property. Each of these options is available for each of the parcels, whether considered together or separately.

As the first parcel being considered is part of an old right-of-way, a separate ordinance was prepared to vacate that portion of the right-of-way.

**CEDAR CITY ORDINANCE NO. 0214-24-**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL VACATING PUBLIC RIGHT OF WAY LOCATED AT APPROXIMATELY 140 NORTH 300 EAST**

**WHEREAS**, this public right of way is located at approximately 140 North 300 East, Utah; and

**WHEREAS**, the public right of way to be vacated, approximately 3,620 square feet in size, is located along the southeast property line of the right of way, as contained in the legal description, attached as Exhibit A; and

**WHEREAS**, the Petitioner of the public right of way vacation intends to use the property along with his adjacent property to build a residential structures; and

**WHEREAS**, Cedar City staff from the departments of Public Works, Engineering and Legal have reviewed the proposal and find the requested public right of way vacation appropriate; and

**WHEREAS**, the Cedar City Planning Commission reviewed the original proposal and provided a positive recommendation but due to the unbuildable nature of this parcel alone, has not reviewed the proposal after the appraisal was completed; and

**WHEREAS**, prior to holding a public hearing before the Cedar City Council public notice has been published in accordance with the applicable provisions of the Utah Municipal Land Use Development and Management Act; and

**WHEREAS**, after receiving public input during the public hearing, if any, the Cedar City Council determines, in accordance with UCA §10-9a-609.5, that good cause exists to vacate the public right of way as contained in the below legal description, and that no material injury to any person or the public interest will occur by the proposed vacation of the public right of way.

**NOW THEREFORE BE IT ORDAINED** by the City Council of Cedar City, State of Utah that the public right of way is hereby vacated as more particularly described as follows:

*(intentionally left blank)*

Council Vote:

Phillips -

Melling -

Riddle -

Cox -

Wilkey -

This ordinance, Cedar City Ordinance No. 0214-24- shall become effective immediately upon passage and publication as required by State Law.

Dated this \_\_\_\_\_ day of February, 2024.

---

Garth O. Green  
Mayor

[Seal]

Attest

---

Renon Savage  
Recorder

REQUEST FOR PROPOSALS  
TO PURCHASE CITY PROPERTIES  
LOCATED AT APPROXIMATELY 100 North 300 East, CEDAR CITY, UTAH  
Property 1: Adjacent right of way to PARCEL #: B-0830-0001-0000  
APPROXIMATELY 0.08 ACRES.  
Property 2: Part of PARCEL #s: B-0830-0000-0000 and B-0065-0823-0001  
APPROXIMATELY 0.042 ACRES

Dear, The Honorable Garth O. Green  
Cedar City Mayor  
10 North Main Street  
Cedar City, UT 84720

Date: 13DEC2023

My name is Tom Jett, I am representing the owners Melodie Jett, La Rae Heaton, and Ruth Heaton, in the purchase of the below described lots.

The above owners already own the adjoining parcels attached to these lots.

It is our intention to develop all parcels as a tiny home community.

The necessary funding to purchase and develop this property has already been allocated.

In addition to acquire the herein mentioned properties in the summary it is our intention to grant the city a 20 ft easement along the outer edge of the acquired property for egress and ingress as it relates to maintenance.

The owners are willing to pay \$7,500.00 for the smallest lot and the owners are willing to pay \$18,000.00 for the larger lot.

Sincerely,

Tom Jett  
Cell 435-590-2865

**Portion of property to Purchase**

The first property is approximately 0.08 acres of property, and the second property is approximately 0.42 acres of property. Although the two properties are not contiguous, they are both located at approximately 100 N 300 E, southeast of the Veterans Park and west of Coal Creek. The first property is a right of way directly west of Parcel #: B-0830-0001-0000. The property is generally triangular in shape. The second property is directly east of Parcel #: B-0830-0001-0000 and contains parts of Parcel #s: B-0830-0000-0000 and B-0065-0823-0001.

**Anticipated use of the property(ies)**

The plan is to build a tiny home community with homes not to exceed 400 sq ft, although, the property is zoned R3 which allows for maximum density dwellings. It is not our intention to build a high rise apartment complex.

**Description of the improvements and modification to the property(ies)**

We intend to place all necessary to and on the property.

**Anticipated economic benefit to the City**

Adding additional residential space to the city.

**Anticipated commencement and completion date**

WE plan on starting infostructure improvement in the spring of 2024 and anticipate on being completed in 24 months from that point.

**Ability of proponent to complete the project**

Work History:

1. Fort Cedar commerce park
2. Dakota Rose Strip center
3. Cluster of homes located at 300 N 400 W

Reference for work history:

1. Garth O. Green

**Timing and Amount of payment, ability to cover closing costs**

Payment upon will be upon the city giving the acceptance of the bid.

Money is set aside and ready for purchase and to cover our closing costs.

## APPRAISAL OF REAL PROPERTY



### LOCATED AT

PropAdj:B-0830-0001-0000  
Cedar City, UT 84720  
None(Adjacent right of way to parcel: B-0830-0001-0000)

### FOR

Cedar City Corporation  
10 N Main Street, Cedar City, Utah 84720

### OPINION OF VALUE

7,240

### AS OF

March 14,2023

### BY

Rex N Dungan  
Rex N Dungan Appraisals

9496326980  
reappnet@sbcglobal.net

*Rex*

Borrower	Cedar City Corporation	File No.	300ERightofWay		
Property Address	PropAdj:B-0830-0001-0000				
City	Cedar City	County	Iron		
Lender/Client	Cedar City Corporation	State	UT	Zip Code	84720

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## LAND APPRAISAL REPORT

File No. 300ERightofWay

SUBJECT	Borrower	Cedar City Corporation		Census Tract	1106.01	Map Reference	16260	
	Property Address	PropAdj:B-0830-0001-0000		County	Iron	State	UT	
	City	Cedar City		Zip Code	84720			
	Legal Description <u>None(Adjacent right of way to parcel: B-0830-0001-0000)</u>							
	Sale Price \$	Date of Sale	Loan Term	yrs.	Property Rights Appraised	<input checked="" type="checkbox"/> Fee	<input type="checkbox"/> Leasehold	<input type="checkbox"/> De Minimis PUD
	Actual Real Estate Taxes \$	0	(yr)	Loan charges to be paid by seller \$	Other sales concessions			
	Lender/Client	Cedar City Corporation		Address	10 N Main Street, Cedar City, Utah 84720			
	Occupant	Vacant	Appraiser	Rex N Dungan	Instructions to Appraiser	Estimate fair value of open space		
	Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg.	Fair	Poor
	Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%				
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	<input type="checkbox"/> Declining	<input type="checkbox"/> Oversupply	<input type="checkbox"/> Over 6 Mos.	
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> In Balance	<input type="checkbox"/> Convenience to Shopping	<input checked="" type="checkbox"/> Convenience to Schools	<input type="checkbox"/> Adequacy of Public Transportation	<input type="checkbox"/> Recreational Facilities	
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	<input type="checkbox"/> Adequacy of Utilities	<input type="checkbox"/> Property Compatibility	<input type="checkbox"/> Protection from Detrimental Conditions	<input type="checkbox"/> Police and Fire Protection	
Marketing Time	<input checked="" type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 5-10 Mos.	<input type="checkbox"/> 10+ Mos.	<input type="checkbox"/> General Appearance of Properties	<input type="checkbox"/> Appeal to Market	<input type="checkbox"/> Good	<input type="checkbox"/> Average	
Present	50 % One-Unit	5 % 2-4 Unit	5 % Apts.	10 % Condo	10 % Commercial	<input type="checkbox"/> Vacant	<input type="checkbox"/> Vacant	
Land Use	% Industrial	30 % Vacant	% Vacant	is open/AG/lots				
Change in Present	<input type="checkbox"/> Not Likely	<input checked="" type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)					
Land Use	(*) From	Vacant	To	Residential/Support				
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	% Vacant					
One-Unit Price Range	\$ 100	to \$ 1,600	Predominant Value \$ 400					
One-Unit Age Range	0 yrs.	to 120 yrs.	Predominant Age 40 yrs.					
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) <u>The subject is located in an area of predominantly residential properties of mixed age, design and maintenance. These are located east of the #15 freeway near the 200N/Main St intersection. Schools, shopping, and most other conveniences are located in a good proximity. Vacant land (other) is largely open space, individual sites and AG use, and is subject to continued SFR and support services development.</u>								
Dimensions	Irregular (See Legal attached)			=	.08 ac	<input type="checkbox"/> Corner Lot		
Zoning Classification	None(Area & Adj. is zoned R-3-M)			Present Improvements	<input checked="" type="checkbox"/> Do	<input type="checkbox"/> Do Not	Conform to Zoning Regulations	
Highest and Best Use	<input type="checkbox"/> Present Use	<input checked="" type="checkbox"/> Other (specify) <u>The current use is an open space area along a roadway defined as a right of way.</u>						
Public	Other (Describe)	OFF SITE IMPROVEMENTS						
Elec.	<input checked="" type="checkbox"/>	Street Access	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private	Topo	Level		
Gas	<input checked="" type="checkbox"/>	Surface	<input checked="" type="checkbox"/> Asphalt	<input type="checkbox"/> Maintenance	Size	N/a		
Water	<input checked="" type="checkbox"/>	Maintenance	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private	Shape	Irregular		
San. Sewer	<input checked="" type="checkbox"/>	Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/> Curb/Gutter	View	None		
	<input type="checkbox"/> Underground Elect. & Tel.	Sidewalk	<input type="checkbox"/>	<input type="checkbox"/> Street Lights	Drainage	Adequate		
Is the property located in a FEMA Special Flood Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) <u>See attached addenda.</u>								
The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.								
ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		
Address	PropAdj:B-0830-0001-0000 Cedar City, UT 84720	B-1152-0002-0003-03 Cedar City, UT 84720		B-1152-0002-0003-02 Cedar City, UT 84720		B-1152-0002-0003-04 Cedar City, UT 84720		
Proximity to Subject		1.35 miles SW		1.34 miles SW		1.37 miles SW		
Sales Price	\$	\$ 54,000		\$ 54,000		\$ 60,000		
Price \$/Sq. Ft.	\$	\$		\$		\$		
Data Source(s)	TaxRcrds/Inspection	MLS#93870/City Zoning		MLS#93869/City Zoning		MLS#93871/City Zoning		
ITEM	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	
Date of Sale/Time Adj.		03/24/2022 clsd	-500	03/24/2022 clsd	-500	11/19/2021 clsd	+1,500	
Location	Average	Average		Average		Average		
Site/View	13,068 sf	10,454 sf	+7,500	10,454 sf	+7,500	10,454 sf	+7,500	
External influence	None	None		None		None		
Utilities	Full access	Full access		Full access		Full Access		
Zoned	R-3-M	R-3-M		R-3-M		R-3-M		
Sales or Financing Concessions								
Net Adj. (Total)		<input checked="" type="checkbox"/> +	<input type="checkbox"/> -	\$ 7,000	<input checked="" type="checkbox"/> +	<input type="checkbox"/> -	\$ 9,000	
Indicated Value of Subject				\$ 61,000		\$ 61,000	\$ 69,000	
Comments on Market Data								
Comments and Conditions of Appraisal <u>See attached addenda.</u>								
<div style="display: flex; justify-content: space-between;"> <span> esign.alamode.com/verify</span> <span>Serial: 8D0ED4DC</span> </div>								
Final Reconciliation <u>The best indicator of value is the sales comparison approach since it best reflects the sales trends between buyers and sellers in an open market.</u>								
Note: The value indicated is for the PIQ, based on the analysis shown for the property adjacent and indicated "subject" in the analysis.								
I (WE) ESTIMATE THE MARKET VALUE AS DEFINED, OF THE SUBJECT PROPERTY AS OF <u>March 14, 2023</u> TO BE \$ <u>7,240</u>								
Appraiser	Rex N Dungan							
Date of Signature and Report	03/15/2023							
Title	Certified Residential Appraiser							
State Certification #	6668054-CR00		ST	UT	ST			
Or State License #			ST		ST			
Expiration Date of State Certification or License	05/31/2024							
Date of Inspection (if applicable)	03/14/2023							
	<input type="checkbox"/> Did	<input type="checkbox"/> Did Not	Inspect Property	Date <u>Re</u>				

### ADDITIONAL COMPARABLE SALES

File No. 300ERightofWay

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6			
Address	PropAdj:B-0830-0001-0000 Cedar City, UT 84720	B-1152-0002-0003-05 Cedar City, UT 84720					
Proximity to Subject		1.38 miles SW					
Sales Price	\$	\$ 74,900	\$	\$			
Price \$/Sq. Ft.	\$	\$	\$	\$			
Data Source(s)	TaxRcrds/Inspection	MLS#100002/City Zoning					
ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Date of Sale/Time Adj.		Listed/Active					
Location	Average	Average					
Site/View	13,068 sf	10,454 sf	+7,500				
External influence	None	None					
Utilities	Full access	Full Access					
Zoned	R-3-M	R-3-M					
Sales or Financing Concessions							
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 7,500	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$			
Indicated Value of Subject		\$ 82,400	\$	\$			\$
Comments on Market Data <u>See Additional Comments</u>							

MARKET DATA ANALYSIS

## Supplemental Addendum

File No. 300ERightofWay

Borrower	Cedar City Corporation	Property Address	PropAdj:B-0830-0001-0000	City	Cedar City	County	Iron	State	UT	Zip Code	84720
Lender/Client	Cedar City Corporation										

**• Land: Site Comments**

The subject property in question (PIQ) is a small right of way along N300-East just at the road angles to a NW direction. It is on the east side of the road and is adjacent to parcel B-0830-0001-0000, an individual site. It is an unused, open space area, along the road, but has no utility other than open space, right of way, or turn out. It is not zoned, nor specifically defined prior to this assessment. It is adjacent a residential property that is currently vacant, and is zoned R-3-M. Because it is not an independent site, and is part of the original roadway, it has no other purpose or intended use. Therefore, it offers no specific value independently as an open space along the road. Therefore, to determine its value based on its "highest and best use", it would have to be separated from the road, where it offers zero utility or value, and attached to an adjacent parcel that may improve the use as beneficial. Thus, substantiating a specific value based on that possible use. Other possible uses, but less beneficial would be open parking, open space beautification, or a public common area. Therefore, because it provides zero value as a part of the road for its zero contribution or use, it is considered to offer a greater benefit if attached to an adjacent site and used as a part of the whole. By doing so, it can then be considered beneficial and further have an associated value. The most adjacent parcel is B-0830-0001-0000 which is zoned R-3-M, and an analysis will be provided to establish a value for that parcel, from which an associated value per foot or per acre can be ascertained, and then applied to the PIQ, as it contributes to that parcel as a whole, and individually in proportion.

The site is defined by the boundaries description, provided by Go Civil Engineering (435-586-9592) as being .08 acres or 3,620 sq feet, as indicated.

**• Land: General Comments/Appraisal Conditions**

The subject being valued in this comparison is the site that is adjacent the PIQ. It is the subject of consideration to advocate the PIQ highest and best use, and to further establish a reasonable value for the property in a segmented portion from the whole. As the properties in the area are zoned R-3-M, sites of similar zoning are considered for this analysis. Noting, R-3-M has a higher density allowance, for residential, but does not preclude single unit usage. Although single unit usage may be allowed, using similar "developable" sites that are zoned strictly for that use would not be reasonable for comparison to the subject's analysis due to zoning and density allowances. With that, a search for properties within the surrounding market areas is conducted to find sold and/or listed R-3-M zoned properties that are currently still vacant land, and not already developed, so as to avoid attempting an abstract site value. Also, using sites that are zoned the same as the subject would better establish a fair value per foot for the PIQ and property adjacent, consistent with its development potential, or "highest and best use". Sale #1 is located nearby the subject, and offers a compatible site area that would allow a similar usage and access. It was closed just at 12 months ago, and remaining consistent with market trends, the following adjustment considerations for time are applied. The immediate market area was still in an upward growth for property values moving into April, 2022. At that point, trends started to show a flattening due to increasing interest rates and slowing real estate activity. Following April through the summer of 2022, values, on average, showed a flat or stagnate pace with little to no growth or loss in values, and subsequently provided no support for adjustment, either way. From September, 2022 through the end of the year, there was a decline noted, and represented an approximate 1% per month through December. Since the first of the year, the market has shown similar activity with the prior summer, and again offering little to no movement in value trends in the Q1, 2023. Therefore, the property is adjusted in the positive through April, but diminished through the Q4 of 2022. The sites are adjusted at \$3/ft, which has been a fair and reasonable adjustment, at a discount ranging from \$2-\$3/ft, for excess through most of Cedar City on less than estates designated, residential type, lots. It is not equal with a "surplus" value for added site area because of the utility, and is more consistent with excess values, at a discount. Because the subject PIQ is not yet an excess, it is still considered to be a surplus, currently, and will have a value more typical of surplus, which will vary from the excess value adjustment, as an independent site, but will revert to excess in its potential attachment to the adjacent parcel. That amount will be determined by the average value per acre for the overall gross values of the adjustment amounts. Sale #2 is adjacent to sale #1, and offers the same site area, location and utility, and will be equal in all aspects to sale #1. Sale #3 is on the same street as the prior sales, but is a sale that is more dated, from Nov, 2021. Still, it offers a similar overall appeal, size and usage as the first two sales. It has an adjustment that will be consistent with the pre-defined matrix of value growth and decline shown for the other sales.

As a point of reference to the established value assigned the subject, based on the closed sale data, Sale #4 is provided, which is a current listing. It is equal in size, location and utility with the sales #1 to #3, but is currently active. It has been on the market for 6 months, and has not seen a price reduction. The fact that it remains unsold in the market advocates that it is listed higher than a reasonable price, and further supports the slowed interest in the market defined by the time adjustment analysis included in comments. It is listed for \$74,900, with the size adjustment, and would suggest a higher price per foot, but is unsubstantiated as it remains Active for a long period of time.

As the sales shown offer an "adjusted" value range for the subject of \$61,000 to \$69,000, the actual average of these is approximately \$63,667 for the property adjacent, the subject of the value comparison. By dividing the site of 13,068 sq feet into the overall adjusted value of \$63,667, the average price per foot will equal \$4.87 per foot. This can be attributed to a surplus value that can be applied to separate and divisible properties for a basis value as an independent piece. However, the subject as a part of the subject, is not a "developable" piece as surplus, and can only be considered, in value, if attached to the subject, as excess. Therefore, the value assigned would be more consistent with an adjustment amount, typical of that found in the sales comparison, which is \$2-\$3 per foot. Understanding the legal boundaries defined as equalling a total area of .08/- acres, or 3,620 sq feet for the PIQ, that size area would have an independent value, non-discounted, as an excess piece, if attached to the subject's site, as \$7,240 to no more than \$10,860. Because the PIQ is not currently attached to the property adjacent, should it be acquired by a party other than the owner of the property adjacent, it would offer little to no benefit as a site that could be developed under current zoning and ordinance restrictions.

Therefore, to an open market of consideration, the PIQ is reasonably valued at \$7,240. as a limited utility piece of excess land.

The estimated value for the PIQ (property in question) aka, open space/right of way, is:  
\$7,240.

Borrower	Cedar City Corporation	File No. 300ERightofWay
Property Address	PropAdj:B-0830-0001-0000	
City	Cedar City	County Iron
Lender/Client	Cedar City Corporation	State UT Zip Code 84720

## APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

### Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
  - The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
  - Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
  - Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
  - I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
  - My engagement in this assignment was not contingent upon developing or reporting predetermined results.
  - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
  - My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
  - Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
  - Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- I have not performed any prior service on this property in the previous three years.

### Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

An estimated marketing period and reasonable exposure time would be approximately 60-150 days.

### Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

None

 esign.alamode.com/verify Serial: 8D0ED4DC

#### APPRAISER:

Signature: \_\_\_\_\_  
Name: Rex N Dungan

Certified Residential Appraiser

State Certification #: 6668054-CR00

or State License #:

State: UT Expiration Date of Certification or License: 05/31/2024

Date of Signature and Report: 03/15/2023

Effective Date of Appraisal: March 14, 2023

Inspection of Subject:  None  Interior and Exterior  Exterior-Only

Date of Inspection (if applicable): 03/14/2023

#### SUPERVISORY or CO-APPRAISER (if applicable):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

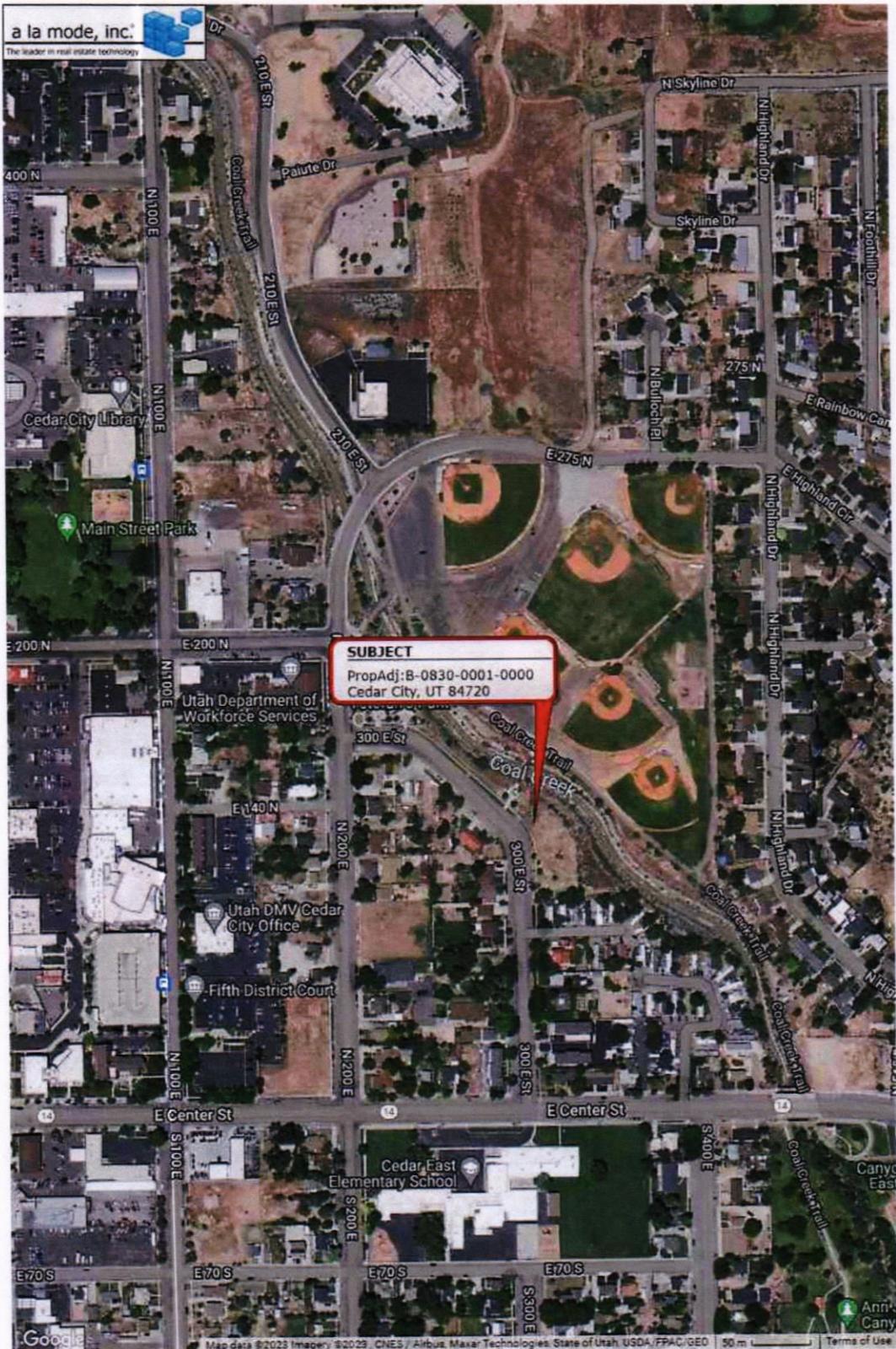
Date of Signature: \_\_\_\_\_

Inspection of Subject:  None  Inter  Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_ 

## Location Map

Borrower	Cedar City Corporation
Property Address	PropAdj:B-0830-0001-0000
City	Cedar City
Lender/Client	Cedar City Corporation
County	Iron
State	UT
Zip Code	84720



## Location Map

Borrower	Cedar City Corporation		
Property Address	PropAdj:B-0830-0001-0000		
City	Cedar City	County	Iron
Lender/Client	Cedar City Corporation	State	UT
		Zip Code	84720



## Zoning Map

Borrower	Cedar City Corporation		
Property Address	PropAdj:B-0830-0001-0000		
City	Cedar City	County	Iron
Lender/Client	Cedar City Corporation	State	UT
		Zip Code	84720



## Plat Map

Borrower	Cedar City Corporation				
Property Address	PropAdj:B-0830-0001-0000				
City	Cedar City	County	Iron		
Lender/Client	Cedar City Corporation	State	UT	Zip Code	84720



## Plat Map

Borrower	Cedar City Corporation		
Property Address	PropAdj B-0830-0001-0000		
City	Cedar City	County	Iron
Lender/Client	Cedar City Corporation	State	UT
		Zip Code	84720

1000 E EXHIBIT TOOL                            <img alt="Logo: A stylized 'G' with a gear and

## Flood Map

Borrower	Cedar City Corporation		
Property Address	PropAdj:B-0830-0001-0000		
City	Cedar City	County	Iron
Lender/Client	Cedar City Corporation	State	UT
		Zip Code	84720

### Search Results—Products for **CEDAR CITY, CITY OF**

[Show ALL Products »](#)

The flood map for the selected area is number **4900740004B**, effective on **10/16/1984** [?](#)



#### Changes to this FIRM [?](#)

-  Revisions (4)
-  Amendments (2)
-  Revalidations (0)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette.



## Legal Description Map

Borrower	Cedar City Corporation		
Property Address	PropAdj:B-0830-0001-0000		
City	Cedar City	County	Iron
Lender/Client	Cedar City Corporation		

Boundaries and description of property provided by Go Civil Engineering (435-586-9592)

### PARCEL DESCRIPTION

( 0.08 AC)

COMMENCING AT A THE CENTERLINE INTERSECTION OF 300 EAST AND CENTER STREET MARKED BY A BRASS CAP WELL MONUMENT; THENCE N89°32'18"E ALONG THE CENTER STREET CENTERLINE 43.49 FEET; THENCE N00°00'00"E 694.12 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE EASTERLY RIGHT OF WAY 300 EAST AND LOCATED ON THE WESTERLY LINE LOT 6, BLOCK 40, PLAT B CEDAR CITY TOWN SURVEY; SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S89°30'13"W, A RADIAL DISTANCE OF 170.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC AND SAID EASTERLY RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 48°36'35", A DISTANCE OF 145.07 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY N49°06'22"W 29.43 FEET; THENCE N89°33'11"E ALONG THE PROJECTED NORTH LINE LOT 7 80.01 FEET TO THE NORTHWEST CORNER SAID LOT 7; THENCE S00°29'47"E ALONG THE WEST LINE OF SAID LOT 7 AND LOT 6 147.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,620 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	145.07'	170.99'	48°36'35"	S24°48'04"E 140.76'

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	29.43'	S49°06'22"E
L2	80.01'	S89°33'11"W
L3	147.67'	N0°29'47"W
L4	25.38'	N49°06'22"W

## Subject Photo Page

Borrower	Cedar City Corporation		
Property Address	PropAdj:B-0830-0001-0000		
City	Cedar City	County	Iron
Lender/Client	Cedar City Corporation		



**Subject Front**

PropAdj:B-0830-0001-0000  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Average  
View 13,068 sf  
Site  
Quality  
Age



**Subject Rear**



**Subject Street**

*Rick*  
Serial# 8D0ED4DC  
[esign.alamode.com/verify](http://esign.alamode.com/verify)

## Subject Photo Page

Borrower	Cedar City Corporation			
Property Address	PropAdj:B-0830-0001-0000			
City	Cedar City	County	Iron	State UT Zip Code 84720
Lender/Client	Cedar City Corporation			

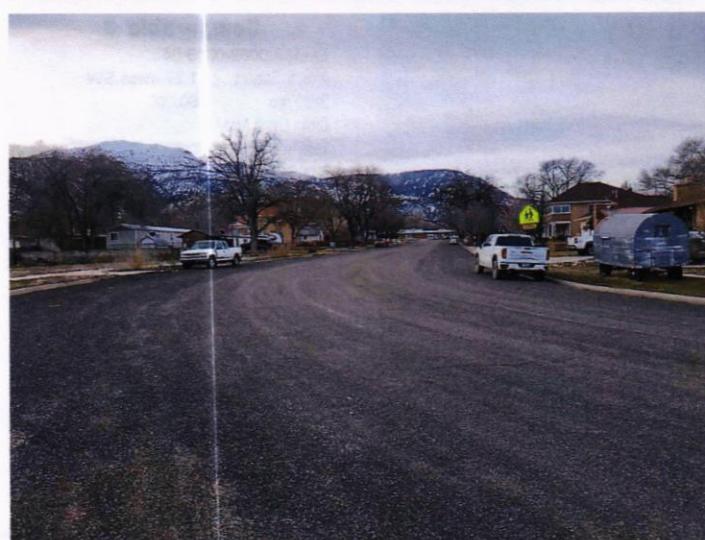


### Subject Front

PropAdj:B-0830-0001-0000  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Average  
View 13,068 sf  
Site  
Quality  
Age



### Subject Rear

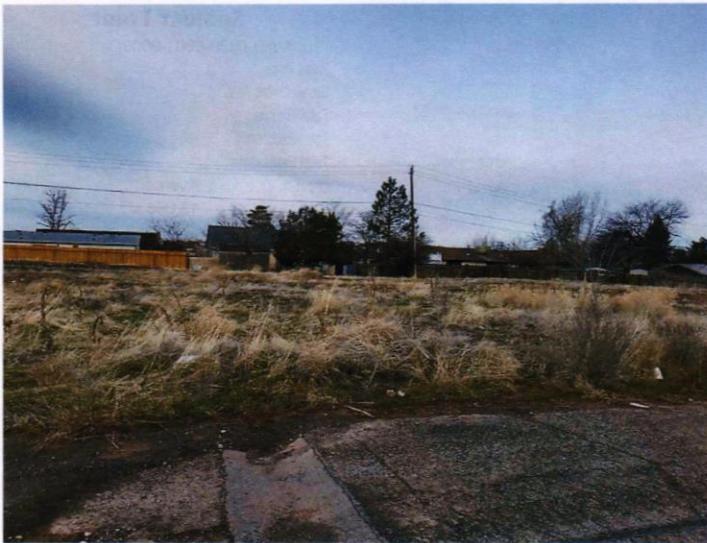


### Subject Street

*Rick*  
Serial# 8D0ED4DC  
[esign.alamode.com/verify](http://esign.alamode.com/verify)

## Comparable Photo Page

Borrower	Cedar City Corporation			
Property Address	PropAdj-B-0830-0001-0000			
City	Cedar City	County	Iron	State
Lender/Client	Cedar City Corporation			UT Zip Code 84720



### Comparable 1

B-1152-0002-0003-03  
Prox to Subject 1.35 miles SW  
Sale Price 54,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Average  
View 10,454 sf  
Site  
Quality  
Age



### Comparable 2

B-1152-0002-0003-02  
Prox to Subject 1.34 miles SW  
Sale Price 54,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Average  
View 10,454 sf  
Site  
Quality  
Age

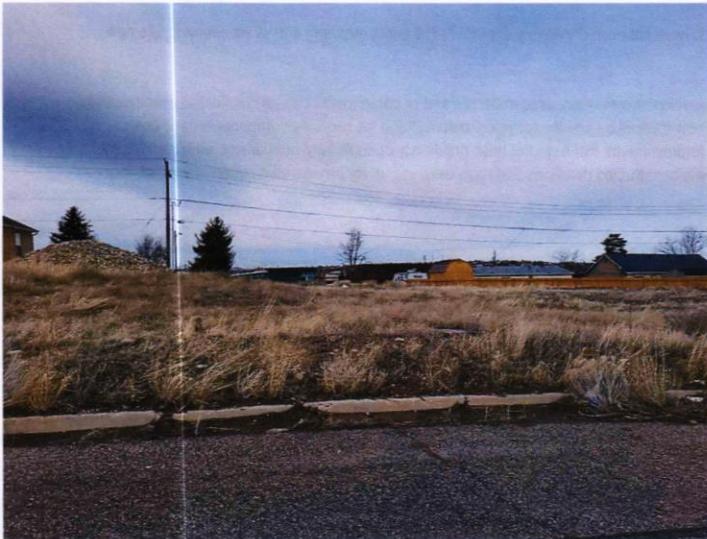


### Comparable 3

B-1152-0002-0003-04  
Prox to Subject 1.37 miles SW  
Sale Price 60,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Average  
View 10,454 sf  
Site  
Quality  
Age

## Comparable Photo Page

Borrower	Cedar City Corporation		
Property Address	PropAdj:B-0830-0001-0000		
City	Cedar City	County	Iron
Lender/Client	Cedar City Corporation	State	UT
		Zip Code	84720



### Comparable 4

B-1152-0002-0003-05	
Prox. to Subject	1.38 miles SW
Sale Price	74,900
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Average
View	10,454 sf
Site	
Quality	
Age	

### Comparable 5

Prox. to Subject	
Sale Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

### Comparable 6

Prox. to Subject	
Sale Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Re:

Serial# 8D0ED4DC  
esign.alamode.com/verify

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

## Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Quality Ratings and Definitions (continued)

#### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

#### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

#### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

#### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

### Definitions of Not Updated, Updated, and Remodeled

#### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

#### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

#### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

### Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

#### Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

#### Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Gifvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

UAD Version 9/2011 (Updated 1/2014)

Form UADDEFINE1A - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Serial# 8D0ED4DC  
[esign.alamode.com/verify](http://esign.alamode.com/verify)

HUDSON INSURANCE COMPANY  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038



REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY DECLARATIONS

NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR AUTOMATIC EXTENDED REPORTING PERIOD.

THIS POLICY MAY CONTAIN PROVISIONS WHICH LIMIT THE AMOUNT OF CLAIM EXPENSES THE INSURER IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 4. OF THE DECLARATIONS. PLEASE READ YOUR POLICY CAREFULLY.

PLEASE READ THIS POLICY CAREFULLY.

Policy Number: PRA-2AX-1011426      Renewal of: PRA-2AX-1003602

1. Named Insured: Rex Dungan

2. Address: 713 S 1850 W  
Cedar City, UT 84720

3. Policy Period: From: July 29, 2022      To: July 29, 2023

12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Number 2 above

4. Limit of Liability      Each Claim      Policy Aggregate

Damages Limit of Liability      A. \$1,000,000      B. \$1,000,000

Claims Expense Limit of Liability      C. \$1,000,000      D. \$1,000,000

5. Deductible (Inclusive of Claims Expenses):

5A. \$500 Each Claim      5B. \$1,000 Aggregate

6. Policy Premium: \$478.00      State Taxes/Surcharges: \$0.00

7. Retroactive Date: July 29, 2013

8. Notice to Company: Notice of a **Claim** or Potential **Claim** should be sent to:

Hudson Insurance Group  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038  
Fax: 646-216-3786  
Email: [hudsonclaims300@hudsoninsgroup.com](mailto:hudsonclaims300@hudsoninsgroup.com)

9. A. Program Administrator: Riverton Insurance Agency Corp.

B. Agent/Broker: OREP Insurance Services, LLC  
(888) 347-5273

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York

Handwritten signature of Rex Dungan.

President

Handwritten signature of Dina Dungan.

Secretary

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE  
ACTIVE LICENSE

DATE ISSUED: 03/13/2022

EXPIRATION DATE: 05/31/2024

LICENSE NUMBER: 6668054-CR00

LICENSE TYPE: Certified Residential Appraiser

ISSUED TO: REX N. DUNGAN  
713 S 1850 W  
CEDAR CITY UT 84720



A handwritten signature of the license holder.

SIGNATURE OF HOLDER

A handwritten signature of the Real Estate Division Director.

REAL ESTATE DIVISION DIRECTOR

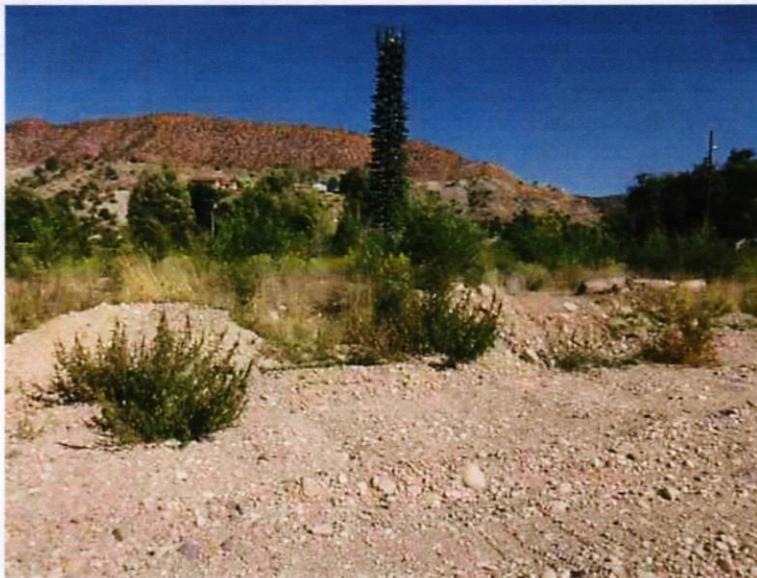
Form #2

## INVOICE

<b>INVOICE NUMBER</b>	
23-084	
<b>DATES</b>	
Invoice Date:	09/26/2023
Due Date:	07/19/2023
<b>REFERENCE</b>	
Internal Order #:	23-084
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	23-084
Other File # on form:	
Federal Tax ID:	
Employer ID:	

DESCRIPTION				
Lender:	Eric Heaton	Client:	Cedar City Corporation	
Purchaser/Borrower:	Eric Heaton			
Property Address:	100 N 300 E			
City:	Cedar City			
County:	Iron	State:	UT	Zip: 84721
Legal Description:	N/A			
FEES		AMOUNT		
Narrative Land Appraisal		450.00		
		SUBTOTAL		
		450.00		
PAYMENTS		AMOUNT		
Check #:	Date:	Description:		
Check #:	Date:	Description:		
Check #:	Date:	Description:		
		SUBTOTAL		
		0		
		TOTAL DUE		
		\$ 450.00		

## APPRAISAL OF REAL PROPERTY



### LOCATED AT

100 N 300 E  
Cedar City, UT 84721  
N/A

### FOR

Eric Heaton

### OPINION OF VALUE

\$17,500

### AS OF

09/26/2023

### BY

David W. Lawley  
Southern Utah Appraisal Alliance, LLC  
2085 North Buckboard Drive  
Cedar City, UT 84721  
435-590-5230  
[lawley@infowest.com](mailto:lawley@infowest.com)

Southern Utah Appraisal Alliance, LLC  
2085 North Buckboard Drive  
Cedar City, UT 84721  
435-590-5230

09/29/2023

Eric Heaton

Re: Property: 100 N 300 E  
Cedar City, UT 84721  
Borrower: Eric Heaton  
File No.: 23-084

Opinion of Value: \$ 17,500  
Effective Date: 09/26/2023

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

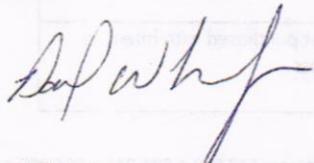
The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



David W. Lawley  
Certified Appraiser  
License or Certification #: 5467799-CR00  
State: UT Expires: 10/31/2024  
lawley@infowest.com

**Report**

**Subject Property:** Approximately 100 North 300 East Street Cedar City Utah

**Legal:** See attached proposed legal. Supplied by Go Civil Engineering

**Acreage:** 18,408 square feet or .42 acres more or less

**Map Reference:** 16260 Census Tract: 1106.01 FEMA Map: 490074004B Flood Zone: X500  
**Map Date:** 10/16/1984

**Owner of Record:** Cedar City Corporation 10 North Main Street Cedar City, Utah 84720

**Client:** Tom Jett c/o Eric Heaton

**Site Description:** The proposed parcel is land locked with coal creek running along the northeast border, the south is bordered by a mobile home park and the west by vacant parcels. The zoning is R-3 (Multi Unit Dwelling). Due to the subjects northeast border being along coal creek a portion of the parcel is in a flood zone "A". The parcel has been designated as un-build able. The parcel has physical (no access) and legal (non-build able lot) restrictions which limits the overall use of the parcel.

**Property Rights:** Fee Simple. Market Value & Highest and Best Use: As per The Dictionary of Real Estate Appraisal, 3rd addition. The subject property is not currently listed.

**Neighborhood Boundaries:** Red Mountain to the East, 400 South to the South, Main Street to the West and North to 400 North.

**Land Valuation:** A Thorough search of the subjects market was performed. The six comparables below have some restrictions in use, which area described in the table below. Comparables four, five and six have very similar restriction to the subject

Table 1

ID	Sale Date	Acres	Price	Price/Acre	
1 23-238647	2/13/2023	1.25	\$20,500	\$16,400	No utilities, dirt road access with 4wd recommended
2 Holmes	1/26/2023	0.07	\$280	\$4,000	Small sliver in Fiddlers adjoining Holmes lot
3 Peterson	1/26/2023	0.21	\$840	\$4,000	Small sliver in Fiddlers adjoining Peterson lot
4 22-236947	11/18/2022	0.35	\$13,240	\$37,829	Small camping lot, not build able, no utilities, rough access
5 22-236098	10/14/2022	0.66	\$23,000	\$34,848	Landlocked
6 N1 2387	2/17/2022	3.9	\$200,000	\$51,282	Landlocked but purchased with intent to gain legal access

**Conclusion:** The appraiser has taken the three comparables with restrictions price/acre  $\$37,829 + \$34,848 + \$51,282 = \$126,660$  or an average of  $\$41,320$  per acre. Factors taken into consideration are topography, configuration, location, lot size, amenities, surround land use, area market trends and the restrictions of access and build ability. Taking the price per acre x .423 acre and rounding to the nearest \$100 the value for the subject parcel is \$17,500.

**Intended Use/User:** The intended user of this appraisal report is the Client and his assignees. Cedar City Corporation is noted as a user of this report. The Intended Use is to evaluate the subject property of this appraisal for market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report and Definition of market value. The Client and Cedar City Corp. for the intent to purchase said property. No other intended use or users area identified or permitted by the appraiser.

**Scope of Work:** To determine market value for a portion of land located along Coal Creek in Cedar City, Utah at the request of the Client.

Signature \_\_\_\_\_  
Name David W. Lawley  
Date Signed 09/29/2023  
State Certification # 5467799-CR00  
Or State License # \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date Signed \_\_\_\_\_  
State Certification # \_\_\_\_\_  
Or State License # \_\_\_\_\_

Report

The following steps were taken in order to arrive at the final estimate of value for the subject property.

1. In determining market trends all ongoing, specific and general research was carried out. Out reach to peers in both the appraisal and real estate industry was conducted in order to find adequate data to complete this appraisal.

2. A physical inspection from all sides of the subject parcel was preformed. Although due diligence was exercised while at the parcel, the appraiser is NOT an expert in such matters pest control, hazardous waste, structural engineering and/or construction, etc. No warranty is given or implied as to these matters or other elements outside of an analysis of market data. Inspections by various professionals within these fields.

3. A more detailed review and analysis of the data collected was conducted to determine the most relevant factors in relation to the assignment. Sales were examined and confirmed closed by speaking with individual directly involved in the transactions or by peers or from material provided by one or more service(s) that obtain such information from public records and private sources.

NOTE: Utah is a non disclosure state, which limits the information that can be obtained and confirmed from public sources. Relevant comparable active listings and properties under contract, if any, were also considered at this point of the valuation process. Market factors were weighted and their influences on the subject property was determined.

A highest and best use analysis was performed on the subject property. There is an extraordinary assumption the subject lot will be purchased by the owner of parcels to the west of the subject and merged with the parcels to the west. Due to the physical and legal restrictions of the subject parcel the highest and best use of the subject lot would be as vacant land.

Signature \_\_\_\_\_  
Name David W. Lawley  
Date Signed 09/29/2023  
State Certification # 5467799-CR00  
Or State License #

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date Signed \_\_\_\_\_  
State Certification # \_\_\_\_\_  
Or State License # \_\_\_\_\_

**Legal**

Page 3

**TOP OF SLOPE PARCEL LEGAL**

A TRACT OF LAND LOCATED WITHIN LOT 15 AND THE EAST HALF OF LOTS 6 AND 7, BLOCK 40, PLAT B, CEDAR TOWN SURVEY, IN THE SOUTHEAST 1/4 SECTION 11, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 300 EAST AND CENTER STREET MARKED BY A BRASS CAP WELL MONUMENT; THENCE N89°32'18"E ALONG THE CENTER STREET CENTERLINE 144.57 FEET ; THENCE N00°00'00"E 579.87 FEET TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE HALF LOT LINE OF SAID LOT 6 BEING NORTH ALONG SAID LINE 2.19 FEET FROM THE SOUTH LOT 6 HALF LOT CORNER ; THENCE N00°29'47"W ALONG THE HALF LOT LINE OF SAID LOT 6 AND 7 234.95 FEET ; THENCE DEPARTING SAID HALF LOT LINE S41°34'31"E 43.19 FEET ; THENCE S24°52'01"E 68.76 FEET ; THENCE S33°20'13"E 48.21 FEET ; THENCE S41°13'15"E 78.19 FEET ; THENCE S51°27'34"E 58.05 FEET ; THENCE S88°24'19"W 179.03 FEET ALONG PROJECTION OF AND ALONG THE FACE OF AN EXISTING BLOCK WALL TO THE POINT OF BEGINNING.

CONTAINING 18,408 SQUARE FEET OR 0.42 ACRES, MORE OR LESS.

RESERVING A 20' WIDE ACCESS AND MAINTENANCE EASEMENT IN FAVOR OF CEDAR CITY CORP. FOR FLOOD CHANNEL MAINTENANCE ALONG THE NORTHEASTERLY 20 FEET OF THE PARCEL PARALLEL TO AND ALONG THE EXISTING CHANNEL.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

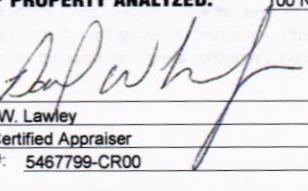
1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

**CERTIFICATION: The appraiser certifies and agrees that:**

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**ADDRESS OF PROPERTY ANALYZED:**

100 N 300 E, Cedar City, UT 84721

**APPRAISER:**Signature: 

Name: David W. Lawley

Title: Certified Appraiser

State Certification #: 5467799-CR00

or State License #:

State: UT Expiration Date of Certification or License: 10/31/2024

Date Signed: 09/29/2023

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

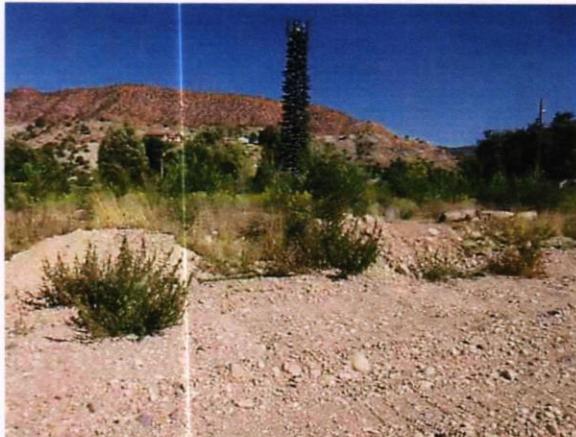
State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

Date Signed: \_\_\_\_\_

 Did  Did Not Inspect Property

## Subject Photo Page

Borrower	Eric Heaton			
Property Address	100 N 300 E			
City	Cedar City	County	Iron	
Lender/Client	Eric Heaton	State	UT	Zip Code 84721



### Subject Front

100 N 300 E  
Sales Price 0  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N:Res;  
View 18,408 sf  
Site 14,375  
Quality  
Age



### Subject Rear



### Subject Street

## Subject Photo Page

Borrower	Eric Heaton			
Property Address	100 N 300 E			
City	Cedar City	County	Iron	
Lender/Client	Eric Heaton	State	UT	Zip Code 84721



### Subject Street View 2

100 N 300 E  
Sales Price 0  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N:Res;  
View 18,408 sf  
Site 14,375  
Quality  
Age



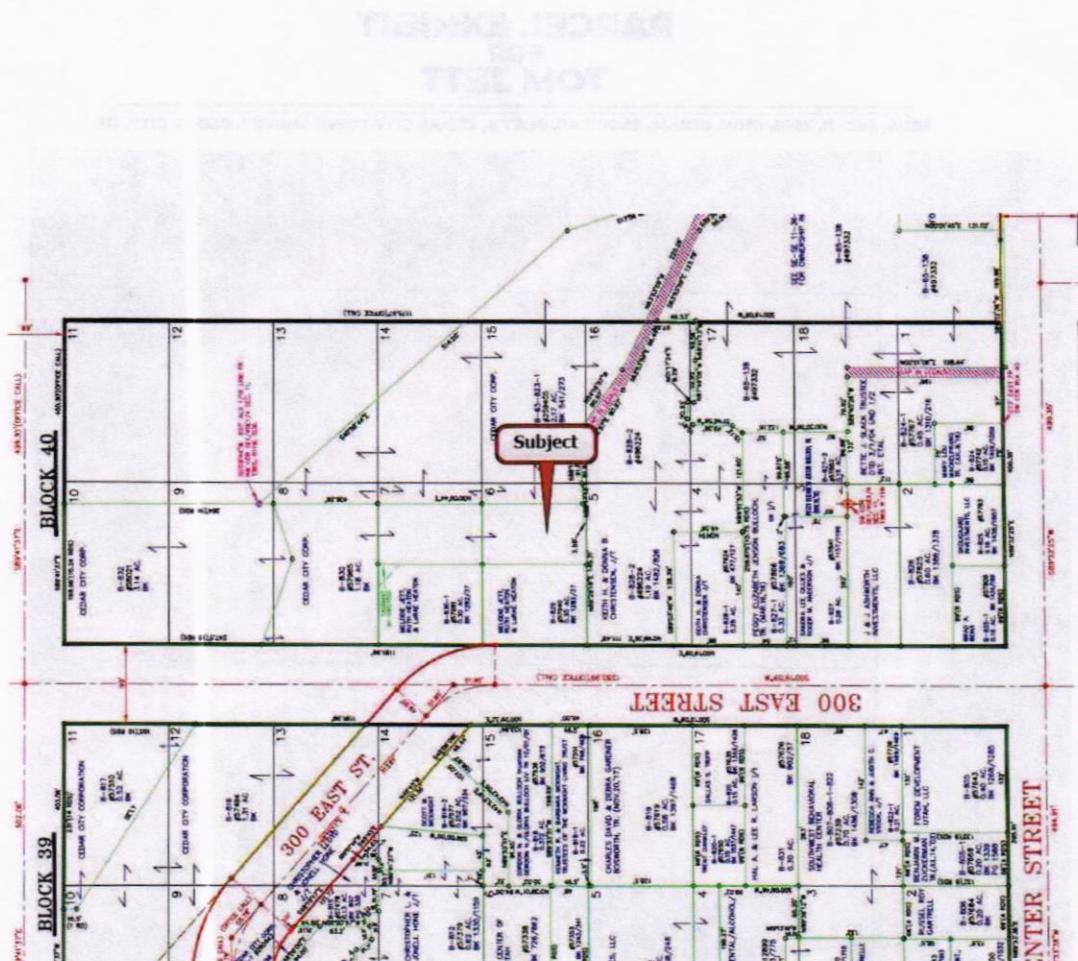
### Subject View to The West



### Subject View to the South

## Plat Map

Borrower	Eric Heaton						
Property Address	100 N 300 E						
City	Cedar City	County	Iron	State	UT	Zip Code	84721
Lender/Client	Eric Heaton						



### **Proposed Subject Plat**

Borrower	Eric Heaton						
Property Address	100 N 300 E						
City	Cedar City	County	Iron	State	UT	Zip Code	84721
Lender/Client	Eric Heaton						

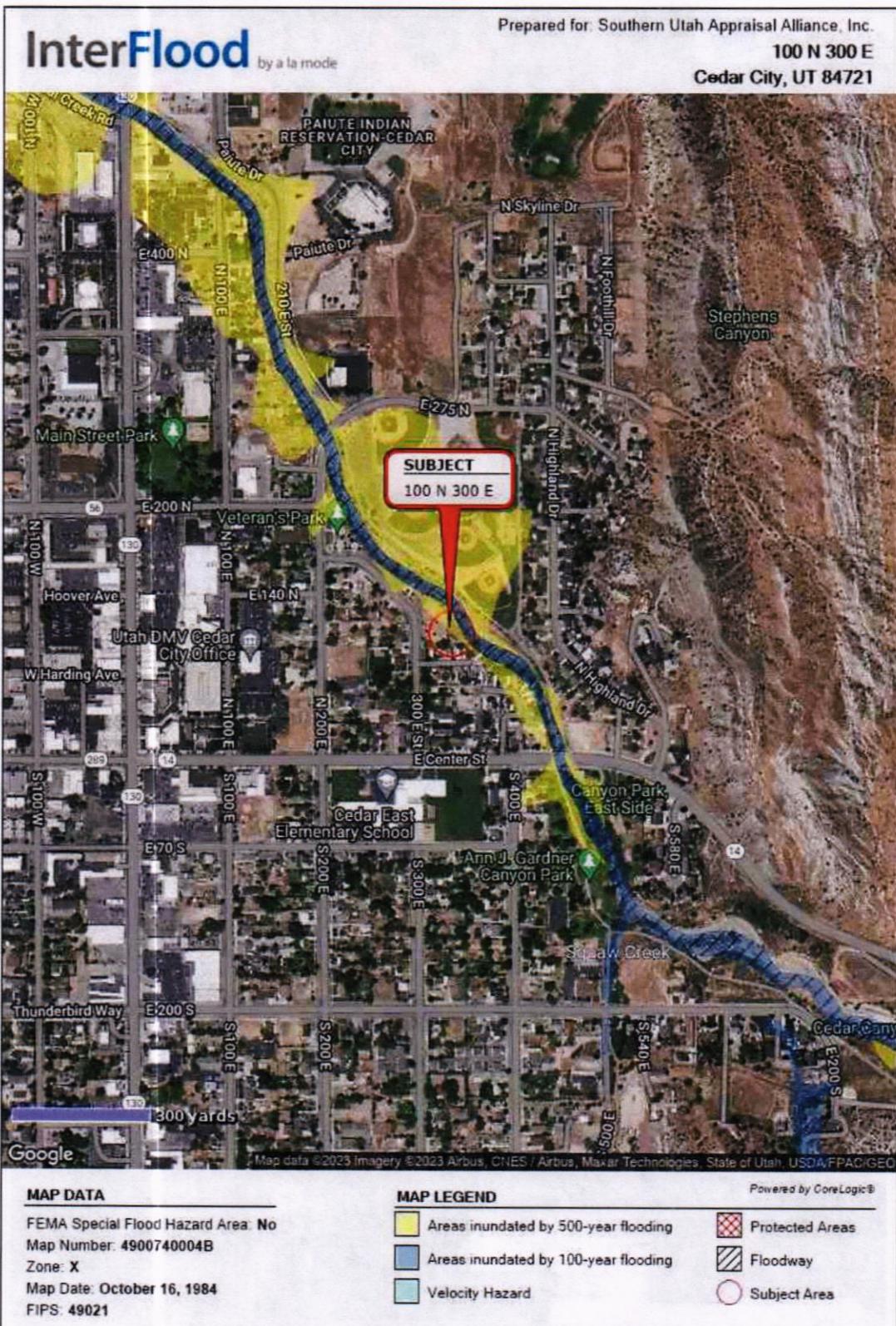
**PARCEL EXHIBIT  
FOR  
TOM JETT**

SE1/4, SEC. 11, T36S, R11W, SLB&M, BLOCK 40, PLAT B, CEDAR CITY TOWN SURVEY, CEDAR CITY, UT



## Flood Map

Borrower	Eric Heaton		
Property Address	100 N 300 E		
City	Cedar City	County	Iron
Lender/Client	Eric Heaton	State	UT Zip Code 84721



## Aerial Map

Borrower	Eric Heaton		
Property Address	100 N 300 E		
City	Cedar City		
County	Iron	State	UT
Lender/Client	Eric Heaton	Zip Code	84721



**License**

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF REAL ESTATE	
ACTIVE LICENSE	
DATE ISSUED:	09/29/2022
EXPIRATION DATE:	10/31/2024
LICENSE NUMBER:	5467799-CR00
LICENSE TYPE:	Certified Residential Appraiser
ISSUED TO:	DAVID W LAWLEY 2085 N BUCKBOARD DR CEDAR CITY UT 84721
 REEL ESTATE DIVISION DIRECTOR	

CEDAR CITY COUNCIL

AGENDA ITEM – 14

**TO:** Mayor and City Council  
**FROM:** City Attorney  
**DATE:** February 3, 2024  
**SUBJECT:** Consider an agreement with Chelsey Partners for the deferral of frontage improvements on property located at 2800 N 3100 W/Lund Hwy.

**DISCUSSION:**

Chelsey Partners wants to apply for a building permit on their property located at 2800 N 3100 W/Lund Hwy. Chelsey Partners is requesting a deferral of frontage improvements for a portion of their development, so the improvements will not be required to be installed at the time of building permit. Essentially, Chelsey Partners is installing a stormwater detention basin (the “Basin Parcel” in the agreement) to receive water from their development. This requires frontage improvements along the Basin Parcel on Lund Highway. Under the proposed agreement, the improvements will be deferred and only required “when any frontage improvements along parcel Tax ID B-1970-00026-0000 are either installed or required to be installed.” Parcel # B-1970-00026-0000 is adjacent to the parcel where the deferral is sought. A map is attached showing the location of the relevant parcels.

If the improvements are not completed within the time frame the City could elect to install the improvements and record a lien against the property for the costs. This agreement will also be recorded with the Iron County Recorder.

Similar agreements have been approved in the past by the City Council. A copy of the proposed agreement with Chelsey Partners is included for your consideration. Please consider whether or not to approve the agreement with Chelsey Partners.

## BUILDING PERMIT AGREEMENT

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Chelsey Partners LLC, herein referred to as CITIZEN, Cedar City Corporation, a municipal corporation organized and existing under the laws of the State of Utah, herein referred to as CITY. Collectively the CITIZEN and CITY may be referred to as the PARTIES.

### WITNESSETH:

**WHEREAS**, CITIZEN owns a lot located at 3100 West (Lund Hwy) and 2800 North in Cedar City, Utah (Iron County Parcel ID B-1970-0025-0000 named Basin Parcel); said property being more particularly described as attached in Exhibit A.

**WHEREAS**, said property, pursuant to Ordinance, will not meet certain prerequisites for development;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained here, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

1. CITIZEN may obtain construction drawing/final plat approval for projects within the Chelsey PID No. 1 in Cedar City, Utah (located within Iron County Parcels ID B-1970-0023-0000 and B-1970-00027-0000), subject to the terms and conditions set forth herein.
2. CITY agrees to waive certain requirements temporarily subject to the terms and conditions set forth herein.
3. CITIZEN acknowledges their obligation to install their portion of asphalt widening, borrow ditch, water, sewer, drainage improvements, and any other required improvements in accordance with City ordinance along the frontage of Basin Parcel. CITIZEN agrees to install, at their own expense, Lund Highway frontage improvements per ordinance along the subject parcel with any development project located on/within Tax ID B-1970-00026-0000. Said improvements shall be designed, constructed and installed at the Citizens expense along the Basin Parcel when any frontage improvements along parcel Tax ID B-1970-00026-0000 are either installed or required to be installed.
4. In the event the City constructs a road widening project along the Basin Parcel prior to the Citizen, CITIZEN acknowledges their obligation to install their portion of asphalt widening, borrow ditch, water, sewer, drainage improvements, and any other required public improvements in accordance with City ordinance along the frontage of Basin Parcel. CITIZEN agrees to install, at their own expense, asphalt widening improvements per ordinance within 180 days of the design of Lund Highway after receiving City approval.

5. CITIZEN acknowledges that once Lund Highway is graded to match the approved design grades, frontage improvements shall be installed within 30 days of the road grade being established in order to facilitate paving in a timely manner.
  6. CITY agrees to provide written notice to CITIZEN which will start the 180 day or 30 day time period as stated under terms 4 and 5. If CITIZEN does not improve said property with the improvements outlined under terms 4 and 5, CITIZEN acknowledges and consents that CITY may elect to install the improvements and record a lien against said property to secure the repayment of the costs associated with the CITY installing the improvements.
  7. This Agreement shall be recorded in the office of the Iron County Recorder.
  8. This Agreement shall be binding upon the respective heirs, legal representative, successors, and assigns to the PARTIES hereto.
  9. This agreement shall run with the title to the property and be binding on any successor in interest.

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

## CITIZEN:

By: Joe Darger, Chelsey Partners LLC

Signature: \_\_\_\_\_

Title: Managing Member

STATE OF )  
:ss.

COUNTY OF )

NOTARY PUBLIC

**CITY:**

---

GARTH O. GREEN

MAYOR

[SEAL]

ATTEST:

---

RENON SAVAGE  
CITY RECORDER

STATE OF UTAH )  
:ss.  
COUNTY OF IRON )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. 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 O. 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

**EXHIBIT A**

**- legal description -**

BEGINNING AT A POINT N89°34'43"W ALONG THE QUARTER SECTION LINE 981.58 FEET FROM THE EAST 1/4 CORNER SECTION 29, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°12'48"W 333.50 FEET; THENCE N89°34'43"W 296.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF 3100 WEST (LUND HWY); THENCE N00°12'48"E ALONG SAID RIGHT OF WAY 333.50 FEET TO A POINT ON THE 1/4 SECTION LINE; THENCE S89°34'43"E ALONG SAID LINE 296.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.27 ACRES, MORE OR LESS.

RESERVING A 20-FOOT-WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IN FAVOR OF CEDAR CITY CORP. ALONG THE WESTERLY 20 FEET ADJACENT TO THE 3100 WEST (LUND HWY) RIGHT OF WAY.



**CEDAR CITY COUNCIL**

**AGENDA ITEM - 15**

**TO:** Mayor and City Council

**FROM:** City Attorney

**DATE:** February 3, 2024

**SUBJECT:** Consider approving the Iron Horse PID to finance new infrastructure in this area.

**DISCUSSION:**

Please note that this item has been published as a public hearing for both February 7<sup>th</sup> and 14<sup>th</sup>. Leavitt Land added additional properties to the annexation area in the PID petition. This required us to publish the PID again for the 14<sup>th</sup>. Due to the last-minute nature of these changes and submittal of two of the required documents (namely the proposed Governing Documents and Resolution – both of which were prepared by Leavitt Land), there may be additional modifications or suggestions by staff as we review the documents prior to the Council meeting. Unless those modifications are greater than expected, you will still be able to vote on this on the 14<sup>th</sup>.

This is the third public infrastructure district (PID) to come before the City Council, but this one is slightly different than the one discussed in January. Where most PIDs use money collected through property taxes to pay off the PID-issued bonds, Leavitt Land will collect a per-lot reimbursement at the time of sale to pay off the PID-issued bonds. Essentially, Leavitt Land will benefit from the basic advantages of using bonds for financing but will not use or benefit from the tax-collecting approach used by most PIDs. Also, the PID will start with just one property, which belongs to Dane O. Leavitt and Ruth Marie Leavitt, but then has an enormous annexation area. Leavitt Land is currently purchasing the largest portion of the annexation area from SITLA.

The attached proposed resolution, petition, letter of intent, and governing documents provide for the details of the district, including the size of the district (approximately 2 acres to start but expanding to 1,392.033 acres if all the intended annexation area is included), the debt (“such Debt as the District can reasonably pay within the Maximum Bond Term from revenues derived from the Fees, Assessments and other legally available revenues”) and method of repaying that debt, the governance of the proposed district, and an interlocal agreement between the proposed district and the City.

There are a few additional things to consider for this proposal. First, unlike the last PID we discussed, the governing documents for Iron Horse do not require a development agreement, but there is an active RDO covering most of the property and some of the area is already in

subdivided subdivisions. If the Council wishes to put some additional development limitations on this PID, that is possible. As Staff understands it, the main reason for not including a development agreement is due to the massive size and development time involved. Leavitt Land will be bound by any ordinances current at the time each subdivision vests.

The Governing Documents here provide a long list of items for which Iron Horse will use the PID funding. Staff has not yet fully reviewed this list for compliance with State law and will update the Council after review.

Please consider approving the attached documentation, including the resolution, governing documents, and interlocal agreement for the Iron Horse PID.

## Cedar City, Utah

February 14, 2024

The City Council (the “Council”) of Cedar City, Utah (the “City”), met in regular session (including by electronic means) on February 14, 2024, at its regular meeting place in the City Council Chambers, Cedar City, Utah at 5:30 p.m., with the following members of the Council being present:

Garth O. Green	Mayor
Robert Cox	Council Member
W. Tyler Melling	Council Member
R. Scott Phillips	Council Member
Ronald Riddle	Council Member
Carter Wilkey	Council Member

**Renon Savage** City Recorder  
**Randall McUne** City Attorney  
**Paul Bittmenn** City Manager

**Absent:** *Leucosticte taeniata* (Linnaeus) (1758) (1758)

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this February 14, 2024, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ adopted by the following vote:

AYE:  NO:  ABST:

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION 24-0214

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF CEDAR CITY, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF THE IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT (THE "DISTRICT") AS AN INDEPENDENT DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA, APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of a Public Infrastructure District pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the City and the annexation or withdrawal of any portion of the boundaries of the District therefrom without further approval or hearings of the City or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the "Property Owners"); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, held public hearings after 6:00 p.m. to receive input from the public regarding the creation of the District and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the City Council Chambers in Cedar City, Utah because there is no reasonable place to hold a public hearing within the District boundaries, and the hearing at the City Council Chambers in Cedar City, Utah was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly posted a notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit D; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for the District a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notice") and Final Entity Plat attached as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a separate entity from the City in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation or withdrawal of any area within the Annexation Area (as defined in the Governing Document) into or from the District, as applicable, without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the District without further request of the District to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the City, and the organization of the District pursuant to the PID Act is hereby approved.

6. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibit B and Governing Document Exhibit D are hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

7. The Trustees of the Board of the District is hereby appointed as follows:

- (a) Trustee 1 – Dane O. Leavitt, for an initial 6-year term;
  - (b) Trustee 2 – G. Tyler Romeril, for an initial 4-year term;
  - (c) Trustee 3 – Eric O. Leavitt, for an initial 6-year term;
  - (d) Trustee 4 – Ronald J. Larsen, for an initial 4-year term; and
  - (e) Trustee 5 – Brett L. Warby, for an initial 6-year term;
- (f) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize the Mayor or a Council Member to execute the Boundary Notice in substantially the form attached as Exhibit C, the Plat, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of certificates of creation for the District, the Council does hereby authorize the Mayor, a Council Member, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Board of Trustees of the District (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of Iron County within thirty (30) days of the issuance of the Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than thirty (30) days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Council Member, the City Attorney, or the City Manager.

PASSED AND ADOPTED by the City Council of Cedar City, Utah, this February 14, 2024.

CEDAR CITY, UTAH

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

STATE OF UTAH )  
: ss.  
COUNTY OF IRON )

I, Renon Savage, the undersigned duly qualified and acting City Recorder of Cedar City, Utah (the "City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "Council"), had and taken at a lawful meeting of the Council on February 14, 2024, commencing at the hour of 5:30 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this February 14, 2024.

By: \_\_\_\_\_  
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Renon Savage, the undersigned City Recorder of Cedar City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on February 14, 2024, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

- (a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;
- (b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and
- (c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 14, 2024.

By: \_\_\_\_\_  
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B  
GOVERNING DOCUMENT  
OF THE STATE OF COLORADO

~~CONFIDENTIAL~~  
EXHIBIT C

NOTICE OF BOUNDARY ACTION

## **NOTICE OF IMPENDING BOUNDARY ACTION**

## **(Iron Horse Public Infrastructure District)**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of Cedar City, Utah (the “Council”), acting in its capacity as the creating entity for the Iron Horse Public Infrastructure District (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on February 14, 2024 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Iron County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

**WHEREFORE**, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215 upon annexation of the subject property into the boundaries of the City.

**DATED** this February 14, 2024.

**CITY COUNCIL OF CEDAR CITY, UTAH,  
acting in its capacity as the creating authority for  
the      IRON      HORSE      PUBLIC  
INFRASTRUCTURE DISTRICT**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## VERIFICATION

STATE OF UTAH )  
COUNTY OF IRON )  
:ss.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

**NOTARY PUBLIC**

IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT

**GOVERNING DOCUMENT  
FOR**

**IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT**

**CEDAR CITY, UTAH**

**Prepared**

**by**

**Gilmore & Bell, P.C.  
Salt Lake City, Utah**

**February 14, 2024**

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#### LIST OF EXHIBITS

<b>EXHIBIT A</b>	Legal Descriptions
<b>EXHIBIT B</b>	Cedar City Vicinity Map
<b>EXHIBIT C</b>	Initial District and Annexation Area Boundary Map
<b>EXHIBIT D</b>	Interlocal Agreement between the District and Cedar City

## **I. INTRODUCTION**

### **A. Purpose and Intent.**

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

### **B. Need for the District.**

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

### **C. Objective of the City Regarding District's Governing Document.**

The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by Assessments and other legally available revenues of the District. Debt which is issued within these parameters and, as further described in the Financial Plan, will ensure there are no ongoing tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments collected on District properties. It is the intent of this Governing Document that no property taxes are levied by the District. Generally, the cost

of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

## II. **DEFINITIONS**

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

**Annexation Area Boundaries:** means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the City for annexation into or withdrawal from the District upon the meeting of certain requirements.

**Annexation Area Boundary Map:** means the map attached hereto as **Exhibit C**, describing the property proposed for annexation within the District.

**Assessment:** means the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property, as may be levied pursuant to the Assessment Act.

**Assessment Act:** means Title 11, Chapter 42, Utah Code as may be amended from time to time.

**Board:** means the board of trustees of the District.

**Bond, Bonds or Debt:** means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to collect Assessments.

**City:** means Cedar City, Utah.

**City Code:** means the City Code of Cedar City, Utah.

**City Council:** means the City Council of Cedar City, Utah.

**C-PACE Act:** means title 11, Chapter 42a of the Utah Code, as amended from time to time.

**C-PACE Bonds:** means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

**C-PACE Assessments:** means assessments levied under the C-PACE Act.

**District:** means Iron Horse Public Infrastructure District.

**District Act:** means the Special District Act and the PID Act.

**District Area:** means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any improvement within the District, who is intended to become the ultimate user of such improvement. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from Assessments and/or Fees for the first budget year.

Governing Document: means this Governing Document for the District approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District's initial boundaries.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District.

Project: means the development or property commonly referred to as Iron Horse Project.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the District Act, except as specifically limited in Section V below to serve the future property owners and inhabitants of the District Area as determined by the Board.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

### **III. BOUNDARIES**

The area of the Initial District Boundaries includes approximately 2 acres and the Annexation Area Boundaries includes approximately 1,392.033 acres (including the entirety of the Initial District Boundaries). A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Section V below.

### **IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The District Area consists of approximately 2 acres of undeveloped land.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto.

### **V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**

#### **A. Powers of the District and Governing Document Amendment.**

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the approvals of the City and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage

facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Reserved.

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that the District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with Sections V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District.

8. Initial Debt Limitation. Prior to the issuance of a certificate of creation by the Office of the Lieutenant Governor of the State, the District shall not: (a) issue any Debt; nor (b) impose and collect any Assessments used for the purpose of repayment of Debt.

9. No Debt Limitation. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Bond Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Bond Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in Section V.A.1-10 above or in Section VIII.B-G. shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the City and the District approving such amendment.

**B. Preliminary Engineering Survey.**

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$125,000,000.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of any approvals related thereto. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

**VI. THE BOARD OF TRUSTEES**

A. Board Composition. The Board shall be composed of 5 Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1, 2, 3, 4, and 5 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustees 2 and 4 shall serve an initial term of 4 years; Trustees 1, 3, and 5 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. At the time of annexation of property into the District, the District shall estimate the total number of residential units within the District at full buildout (the "Anticipated Units"). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. The respective board seats for the District Boards with residential property shall transition from appointed to elected seats according to the following milestones:

Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy.

Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 65% of the Anticipated Units have received certificates of occupancy.

Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 75% of the Anticipated Units have received certificates of occupancy.

Trustee 4. Trustee 4 shall transition to an elected seat after the end of a full term during which 85% of the Anticipated Units have received certificates of occupancy.

Trustee 5. Trustee 5 shall transition to an elected seat after the end of a full term during which 95% of the Anticipated Units have received certificates of occupancy.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term. Seats set to transition on January 1 of a given year shall hold an election for such seats at the regular election immediately preceding such January 1.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with Sections 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

## **VII. REGIONAL IMPROVEMENTS**

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

## **VIII. FINANCIAL PLAN**

### **A. General.**

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the District. In addition, the District shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Bond Term from revenues derived from the Fees, Assessments and other legally available revenues. All Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including Assessments. The District is not permitted to impose any ad valorem property taxes for the payment of Debt or any

other purpose. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

**B. Maximum Voted Interest Rate and Maximum Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

**C. Maximum Bond Term.**

Each Bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such Bond (the "Maximum Bond Term").

**D. Debt Repayment Sources.**

The District may impose Assessments as a primary source of revenue for repayment of debt service, at rates to be determined by each District. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. The District may not impose a mill levy on taxable property within their boundaries as a source of revenue for repayment of debt service.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of Assessments or impact fees. This provision shall not prohibit the division of costs between Assessments or impact fees, but is intended to prevent double charging of End Users for the costs of Public Improvements.

**E. Debt Instrument Disclosure Requirement.**

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Fifty Dollars (\$50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

H. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the District shall use competent and nationally recognized bond and disclosure counsel and a Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

**IX. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.

2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);

3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Current year budget including a description of the Public Improvements to be constructed in such year;
10. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);
11. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
12. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

## **X. DISSOLUTION**

Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes and disbursed of all assets of such District.

## **XI. DISCLOSURE TO PURCHASERS**

Within thirty (30) days of the Office of the Lieutenant Governor of the State issuing a certificate of creation, the Board shall record a notice with the recorder of Iron County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the Iron County recorder's office, (c) state that the District may finance and repay infrastructure and other improvements through the imposition of Assessments; and (d) state that the District is not authorized to impose any property taxes. Such notice shall further be filed with the City.

## **XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after its creation. In the event of any conflict between the terms of this Governing Document and the Interlocal Agreement, this Governing Document shall control. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.

**EXHIBIT A**  
**Legal Descriptions**

### Initial District Boundaries

LOT 501 OF THE SADDLEBACK RIDGE SUBDIVISION, PHASE 5, AS RECORDED IN  
THE OFFICE OF THE IRON COUNTY RECORDER, 1.76 ACRES

## Annexation Area Boundaries

### PARCEL 1 1090.43 ACRES

BEGINNING AT A POINT N89°57'44"W, 1708.33 FEET ALONG THE SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 29, T36S, R11W, SLB&M, SAID POINT BEING THE SOUTHEAST CORNER OF SADDLEBACK RIDGE SUBDIVISION, PHASE 8; THENCE ALONG SAID SECTION LINE N89°57'44"W, 960.30 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 29; THENCE N89°58'00"W, 1337.85 FEET TO THE 1/16TH CORNER; THENCE N0°01'25"E, 2650.10 FEET TO THE 1/16TH SECTION CORNER; THENCE N0°31'43"W, 2665.14 FEET TO THE 1/16TH CORNER; THENCE N0°31'38"W, 2659.56 FEET TO THE 1/16TH CORNER; THENCE S89°43'08"E, 1314.11 FEET TO THE NORTH 1/4 CORNER OF SECTION 20; THENCE ALONG THE SECTION LINE S89°43'14"E, 1478.03 FEET; THENCE S0°16'46"W, 56.29 FEET; THENCE N89°43'14"W, 238.71 FEET; THENCE S0°16'46"W, 208.71 FEET; THENCE S89°43'14"E, 438.71 FEET; THENCE N0°16'46"E, 265.00 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE S89°43'14"E, 950.29 FEET TO THE N.W. CORNER OF SECTION 21; THENCE ALONG THE SECTION LINE N88°34'02"E, 539.12 FEET TO THE SOUTHERLY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID SOUTHERLY LINE S73°56'03"E, 72.50 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 11°33'38"; THENCE ALONG THE ARC OF SAID CURVE 110.16 FEET; THENCE S62°22'25"E, 400.15 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 8°27'51"; THENCE ALONG THE ARC OF SAID CURVE 80.66 FEET; THENCE S53°54'34"E, 253.10 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 669.50 FEET AND A CENTRAL ANGLE OF 28°14'18"; THENCE ALONG THE ARC OF SAID CURVE 329.97 FEET; THENCE S25°40'16"E, 170.92 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 630.50 FEET AND A CENTRAL ANGLE OF 42°49'26"; THENCE ALONG THE ARC OF SAID CURVE 471.25 FEET; THENCE S68°29'42"E, 534.97 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 619.50 FEET AND A CENTRAL ANGLE OF 21°07'44"; THENCE ALONG THE ARC OF SAID CURVE 228.45 FEET; THENCE S47°21'58"E, 469.84 FEET; THENCE N42°38'02"E, 4.00 FEET; THENCE S47°21'58"E, 371.83 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 676.50 FEET AND A CENTRAL ANGLE OF 28°39'17"; THENCE ALONG THE ARC OF SAID CURVE 338.33 FEET; THENCE S76°01'15"E, 478.83 FEET TO THE 1/16TH SECTION LINE; THENCE LEAVING SAID SOUTH LINE OF CROSS HOLLOW ROAD AND ALONG SAID 1/16TH SECTION LINE S01°22'30"E, 309.70 FEET TO THE 1/16TH CORNER; THENCE ALONG THE 1/16TH SECTION LINE S89°27'51"W, 187.39 FEET; THENCE S19°36'51"W, 236.92 FEET; THENCE S56°10'42"W, 286.69 FEET; THENCE S65°53'24"E, 569.56 FEET; THENCE S01°22'20"E, 60.93 FEET; THENCE S65°53'24"E, 104.79 FEET; THENCE S09°31'43"E, 590.00 FEET; THENCE S03°57'37"E, 286.24 FEET; THENCE S14°05'16"E, 349.70 FEET; THENCE S29°22'56"E, 434.95 FEET; THENCE S44°18'21"W, 520.65 FEET TO THE SECTION LINE; THENCE S89°51'05"W, 100.00 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S0°06'33"W, 181.44 FEET TO THE NORtherly LINE OF IRON HORSE ROAD AND POINT OF NON-TANGENT

CURVATURE TO THE RIGHT HAVING A RADIUS OF 316.75 FEET AND A CENTRAL ANGLE OF 27°11'23" (RADIUS POINT BEARS N15°08'38"W); THENCE ALONG SAID NORTHERLY LINE AND ARC OF SAID CURVE 150.31 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE THE FOLLOWING 9 COURSES; N77°57'15"W, 355.71 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 533.00 FEET AND A CENTRAL ANGLE OF 56°12'59"; THENCE ALONG THE ARC OF SAID CURVE 522.96 FEET; THENCE S45°49'46"W, 418.60 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 500.76 FEET AND A CENTRAL ANGLE OF 74°59'57"; THENCE ALONG THE ARC OF SAID CURVE 655.48 FEET; THENCE N59°10'17"W, 320.66 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1567.24 FEET AND A CENTRAL ANGLE OF 16°57'58"; THENCE ALONG THE ARC OF SAID CURVE 464.08 FEET; THENCE N42°12'19"W, 245.53 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 698.76 FEET AND A CENTRAL ANGLE OF 33°00'46"; THENCE ALONG THE ARC OF SAID CURVE 402.61 FEET; THENCE N75°13'05"W, 104.52 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF IRON HORSE ROAD S14°46'55"W, 66.00 FEET; THENCE S35°58'44"W, 32.18 FEET TO THE NORTHWEST CORNER OF LOT 704, SADDLEBACK RIDGE PHASE 7; THENCE ALONG THE BOUNDARY OF SADDLEBACK PHASES 6 AND 7 THE FOLLOWING 10 COURSES; THENCE S15°51'34"W, 138.95 FEET; THENCE S8°14'18"W, 468.97 FEET; THENCE N86°12'20"W, 343.09 FEET; THENCE S59°22'15"W, 628.15 FEET; THENCE S24°27'24"E, 27.87 FEET; THENCE S60°01'41"W, 54.08 FEET; THENCE S67°40'07"W, 121.49 FEET; THENCE S65°32'36"W, 45.00 FEET; THENCE S24°27'24"E, 49.39 FEET; THENCE S69°43'24"W, 141.66 FEET TO THE BOUNDARY OF SADDLEBACK RIDGE PHASE 9; THENCE ALONG SAID BOUNDARY THE FOLLOWING 9 COURSES; N20°16'36"W, 203.69 FEET; THENCE S69°43'24"W, 430.00 FEET; THENCE S20°16'36"E, 74.78 FEET; THENCE S69°43'24"W, 125.00 FEET; THENCE S20°16'36"E, 360.00 FEET; THENCE S69°43'24"W, 170.00 FEET; THENCE S69°20'16"W, 125.15 FEET; THENCE S0°36'00"E, 120.00 FEET; THENCE S20°57'49"W, 46.76 FEET TO THE BOUNDARY OF SADDLEBACK RIDGE PHASE 8; THENCE ALONG SAID BOUNDARY THE FOLLOWING 4 COURSES; S38°44'11"W, 85.67 FEET; THENCE S40°02'31"W, 304.50 FEET; THENCE S28°58'49"W, 393.23 FEET; THENCE S10°34'54"W, 416.76 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE CEDAR CITY WATER TANK PARCEL UTAH PATENT # 19888, IRON COUNTY TAX ID# B-1708-2, RECORDED IN BOOK 1091 PAGES 760-762, IRON COUNTY RECORDS.

**SADDLEBACK RIDGE PHASE 1**  
2.22 ACRES

LOTS 101, 109, 112, 118,119, AND 120 OF SADDLEBACK RIDGE PHASE 1 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON NOVEMBER 24, 2020 AS ENTRY NO. 757327, (THE "PLAT")

**SADDLEBACK RIDGE PHASE 2**

1.73 ACRES

LOTS 203, 205, 206, 210, 212, AND 213 OF SADDLEBACK RIDGE PHASE 2 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON APRIL 19, 2021 AS ENTRY NO. 00767122, (THE “PLAT”)

**SADDLEBACK RIDGE PHASE 3**

1.31 ACRES

LOTS 301, 311, 314, AND 315 OF SADDLEBACK RIDGE PHASE 3 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON APRIL 19, 2021 AS ENTRY NO. 00767123, (THE “PLAT”)

**SADDLEBACK RIDGE PHASE 4**

4.38 ACRES

LOTS 401, 409-418, 420-421, AND 424 OF SADDLEBACK RIDGE PHASE 4 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON NOVEMBER 18, 2021 AS ENTRY NO. 00781328, (THE “PLAT”)

**SADDLEBACK RIDGE PHASE 5**

1.007 ACRES

LOTS 503 AND 512 OF SADDLEBACK RIDGE PHASE 5 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON NOVEMBER 18, 2021 AS ENTRY NO. 00781330, (THE “PLAT”)

**SADDLEBACK RIDGE PHASE 6**

18.22 ACRES

LOTS 601-614, 616-623, 627-644 OF SADDLEBACK RIDGE PHASE 6 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON SEPTEMBER 20, 2022 AS ENTRY NO. 00797155, BOOK 1623, (THE “PLAT”)

**SADDLEBACK RIDGE PHASE 7**  
**4.195 ACRES**

LOTS 701-703, 705-707, OF SADDLEBACK RIDGE PHASE 7 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON JANUARY 12, 2023 AS ENTRY NO. 00801201, BOOK 1632, PAGE 1811 (THE "PLAT")

**SADDLEBACK RIDGE PHASE 8**  
**15.737 ACRES**

LOTS 801-842 OF THE SADDLEBACK RIDGE PHASE 8 SUBDIVISION ALONG WITH THE OPEN SPACE PARCEL AS RECORDED ON THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON JANUARY 24, 2024 AS ENTRY NO. 814258, BOOK 1665, PAGE 1777 (THE "PLAT").

**PARCEL 2**  
**147.848 ACRES**

BEGINNING AT A POINT N89°53'37"E, 758.28 FEET ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 28, T36S, R11W, SLB&M, SAID POINT BEING THE S.E. CORNER OF LOT 302, SADDLEBACK RIDGE PHASE 3; THENCE ALONG SAID PHASE 3 THE FOLLOWING 4 COURSES; N12°16'40"E, 358.09 FEET; THENCE N22°38'34"W, 373.99 FEET; THENCE N01°10'38"W, 269.36 FEET; THENCE N20°27'03"W, 93.96 FEET TO THE COMMON REAR CORNER OF LOTS 406 AND 407, SADDLEBACK RIDGE PHASE 4; THENCE ALONG THE BOUNDARY OF SAID PHASE 4 THE FOLLOWING 3 COURSES; N40°42'59"E, 426.68 FEET; THENCE N36°51'29"W, 125.21 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 700.90 FEET AND A CENTRAL ANGLE OF 8°29'56"(RADIUS POINT BEARS S36°51'29"E); THENCE ALONG THE ARC OF SAID CURVE 103.97 FEET TO THE N.W. CORNER OF LOT 501, SADDLEBACK RIDGE PHASE 5; THENCE ALONG SAID PHASE 5 BOUNDARY THE FOLLOWING 9 COURSES; THENCE S15°38'36"E, 234.90 FEET; THENCE N79°05'50"E, 188.21 FEET; THENCE N45°00'00"E, 192.08 FEET; THENCE N47°35'48"W, 68.33 FEET; THENCE N34°19'37"E, 287.11 FEET; THENCE N16°53'24"E, 194.69 FEET; THENCE N23°01'09"E, 195.00 FEET; THENCE N36°25'47"E, 123.16 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 1663.24 FEET AND A CENTRAL ANGLE OF 8°04'42"(RADIUS POINT BEARS N36°25'47"E); THENCE ALONG THE ARC OF SAID CURVE 234.50 FEET; THENCE N45°16'59"E, 10.39 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 88°31'37"; THENCE ALONG THE ARC OF SAID CURVE 30.90 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1633.24 FEET AND A CENTRAL ANGLE OF 12°58'53";

THENCE ALONG THE ARC OF SAID CURVE AND SOUTHERLY LINE OF IRON HORSE ROAD 370.04 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE THE FOLLOWING 6 COURSES; S59°10'17"E, 320.66 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 566.76 FEET AND A CENTRAL ANGLE OF 74°59'57"; THENCE ALONG THE ARC OF SAID CURVE 741.88 FEET; THENCE N45°49'46"E, 418.60 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CENTRAL ANGLE OF 56°12'59"; THENCE ALONG THE ARC OF SAID CURVE 458.20 FEET; THENCE S77°57'15"E, 355.71 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 382.75 FEET AND A CENTRAL ANGLE OF 9°26'27"; THENCE ALONG THE ARC OF SAID CURVE 63.07 FEET; THENCE S0°06'33"W, 198.92 FEET; THENCE S89°53'27"E, 100.00 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S0°06'33"W, 1704.01 FEET TO THE NORTHWESTERLY LINE OF THE I-15 FRONTAGE ROAD BEING A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 21,993.97 FEET AND A CENTRAL ANGLE OF 1°54'21"(RADIUS POINT BEARS N44°03'29"W); THENCE ALONG THE ARC OF SAID CURVE 731.54 FEET TO THE 1/4 SECTION LINE; THENCE ALONG SAID 1/4 SECTION LINE S89°53'37"W, 2693.09 FEET TO THE POINT OF BEGINNING.

**SADDLEBACK RIDGE PHASE 9**

15.90 ACRES

LOTS 901-941 OF THE SADDLEBACK RIDGE PHASE 9 SUBDIVISION ALONG WITH THE OPEN SPACE PARCEL AS RECORDED ON THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON JANUARY 26, 2024 AS ENTRY NO. 814259, BOOK 1665, PAGE 1778 (THE "PLAT").

**ART & VADA ARMBRUST FAMILY PROPERTIES LLC**

25.17 ACRES

LEGAL BEG AT SE COR SEC 17,T36S,R11W, SLM; ALG S'LY SEC LN OF SD SEC N89°43'14"W 1542.23 FT; LEAVE SD SEC LN N00°16'47"E 601.60 FT; N71°03'52"E 413.73 FT; N40°34'55"E 608.35 FT; N00°06'13"W 6.73 FT; N89°54'06"E 700.00 FT TO PT ON W'LY R/W LN OF CROSS HOLLOW RD; ALG SD R/W LN S00°06'13"E 537.70 FT TO PT OF CURV TO LEFT; ALG SD R/W LN & ALG ARC OF SD CURV 218.49 FT W/ RADIUS OF 650.00 FT & CNTRL ANGLE OF 19°15'35"; N89°54'06"W 4.24 FT TO NON-TANG CURV TO LEFT (RADIUS PT BEAR N70°45'38"E); ALG ARC OF SD CURV 49.19 FT W/ RADIUS OF 654.00 FT & CNTRL ANGLE OF 4°18'35" TO PT ON E SEC LN OF SD SEC 17; ALG SD SEC LN S00°06'13"E 415.53 FT TO POB; EXCPT THEREFR CEDAR CITY CORP POND DESC REC BK 1754/858; SUBJ TO 40 FT LIVE STOCK TRAIL EASE & 20 FT PEDESTRIAN TRAIL EASE DESC REC BK 1425/555; SUBJ TO 70 FT PWRLN EASE DESC REC BK 1162/1469 & 10 FT PWR EASE DESC REC BK 1162/1469 & 33 FT R/W

EASE ALG N PROP LN DESC REC BK 1290/388. SUBJ TO EASE DESC REC BK 1543/1520; SUBJ TO EASE DESC REC BK 1620/471.

**SOUTH BLUFF LC**

1.69 ACRES

BEG AT SW COR SEC 16, T36S, R11W, SLM; N0°06'13"W ALG W LN OF SEC 16, 415.46 FT, SE'L Y ALG ARC OF CURV TO LEFT W/ RADIUS OF 654.00 FT, DIST OF 575.10 FT (CHORD OF SD CURV BEAR S48°44'31"E 556.75 FT) S73°56'03"E 126.10 FT TO S LN SD SEC 16, S88°34'28"W ALG SEC LN 539.13 FT TO POB.

**PARCEL 3**

57.449 ACRES

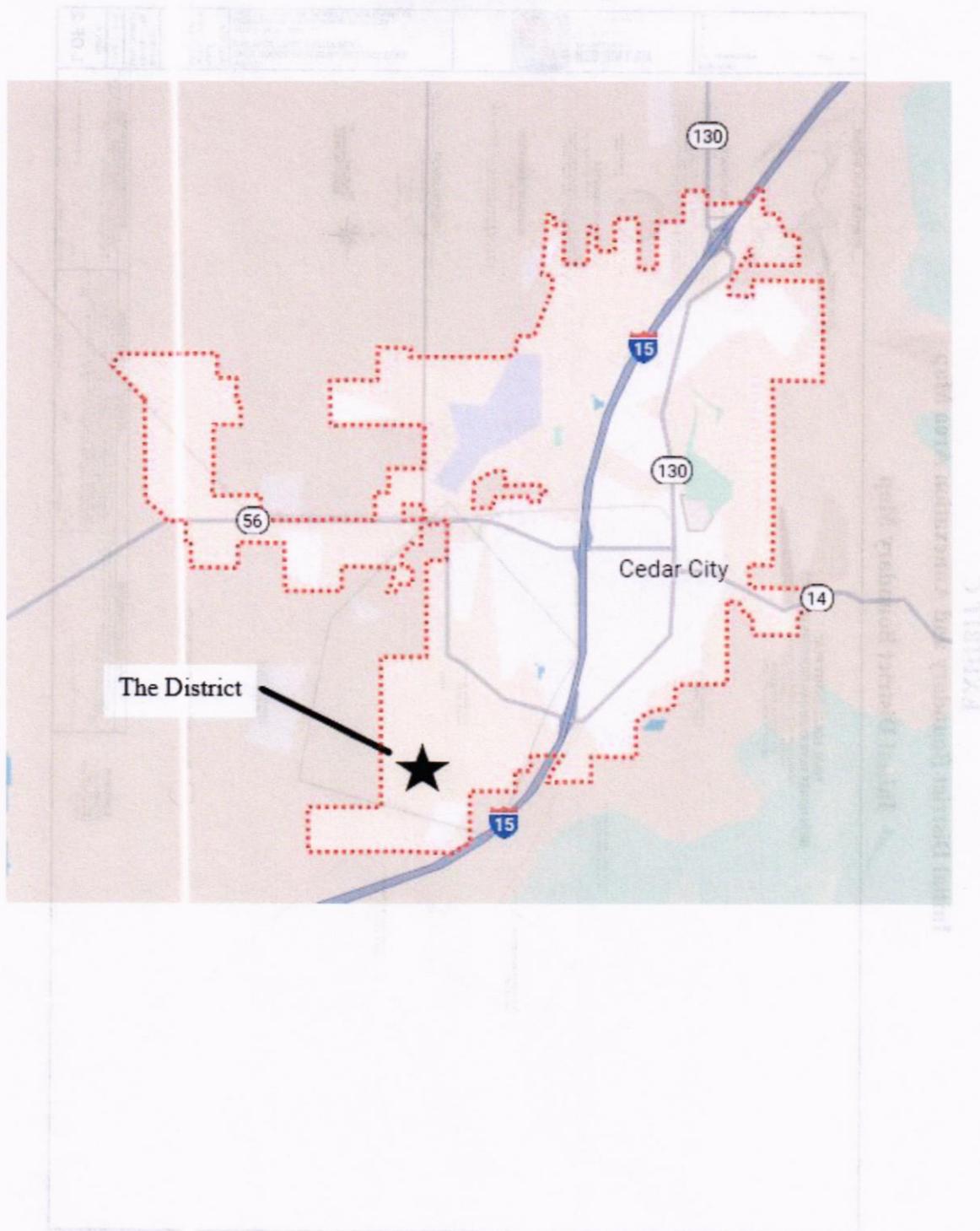
BEGINNING AT A POINT S88°34'02"W, 165.63 FEET ALONG THE SECTION LINE FROM THE NORTH 1/4 CORNER OF SECTION 21, T36S, R11W, SLB&M, SAID POINT BEING THE INTERSECT OF THE MOST WESTERLY BOUNDARY OF "THE CLIFFS AT SUNRISE SUBDIVISION AMENDED" AND THE SECTION LINE; THENCE ALONG SAID WESTERLY BOUNDARY S15°33'40"W 222.90 FEET; THENCE CONTINUING ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING 24 COURSES, N89°32'29"E 443.22 FEET; THENCE S88°09'28"E 109.67 FEET; THENCE S84°02'00"E 93.49 FEET; THENCE S70°41'53"E 94.41 FEET; THENCE S66°05'05"E 93.58 FEET; THENCE S55°27'11"E 92.13 FEET; THENCE S50°15'43"E 100.24 FEET; THENCE S61°11'15"E 161.43 FEET; THENCE S73°03'23"E 135.35 FEET; THENCE S01°42'39"E 30.82 FEET; THENCE N88°17'17"E 7.00 FEET; THENCE S01°42'39"E 122.17 FEET; THENCE S88°17'21"W 97.36 FEET; THENCE N65°03'11"W 78.47 FEET; THENCE N55°45'53"W 75.62 FEET; THENCE N30°10'27"W 115.03 FEET; THENCE N64°10'23"W 121.78 FEET; THENCE S79°08'18"W 136.84 FEET; THENCE S48°28'00"W 195.31 FEET; THENCE S20°10'20"E 272.93 FEET; THENCE S21°58'09"E 426.57 FEET; THENCE S71°11'34"E 188.55 FEET; THENCE S36°17'05"E 201.27 FEET; THENCE S75°09'47"E 166.13 FEET; THENCE N15°04'19"E 241.94 FEET TO THE SOUTHERLY LINE OF RUDD ROAD; THENCE ALONG SAID SOUTHERLY LINE S74°55'41"E 66.03 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 522.50 FEET AND A CENTRAL ANGLE OF 15°35'12"; THENCE ALONG THE ARC OF SAID CURVE 142.14 FEET; THENCE N89°29'07"E 39.93 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S01°22'30"E 918.37 FEET TO THE NORTHERLY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING 10 COURSES, N74°52'34"W 473.62 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 34°40'05"; THENCE ALONG THE ARC OF SAID CURVE 347.01 FEET; THENCE N40°12'29"W 877.35 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 626.50 FEET AND A CENTRAL ANGLE OF 52°37'33"; THENCE ALONG THE ARC OF SAID CURVE 575.44 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 67°09'46"; THENCE ALONG THE ARC OF SAID CURVE 672.26 FEET;

THENCE N25°40'16"W 33.54 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 776.50 FEET AND A CENTRAL ANGLE OF 28°45'15"; THENCE ALONG THE ARC OF SAID CURVE 389.69 FEET; THENCE N54°25'31"W 255.38 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 07°56'54"; THENCE ALONG THE ARC OF SAID CURVE 90.17 FEET; THENCE N62°22'25"W 347.35 FEET TO THE SECTION LINE ; THENCE ALONG SAID SECTION LINE N88°34'02"E 1,663.84 FEET TO THE POINT OF BEGINNING.

**PARCEL 4**  
4.747 ACRES

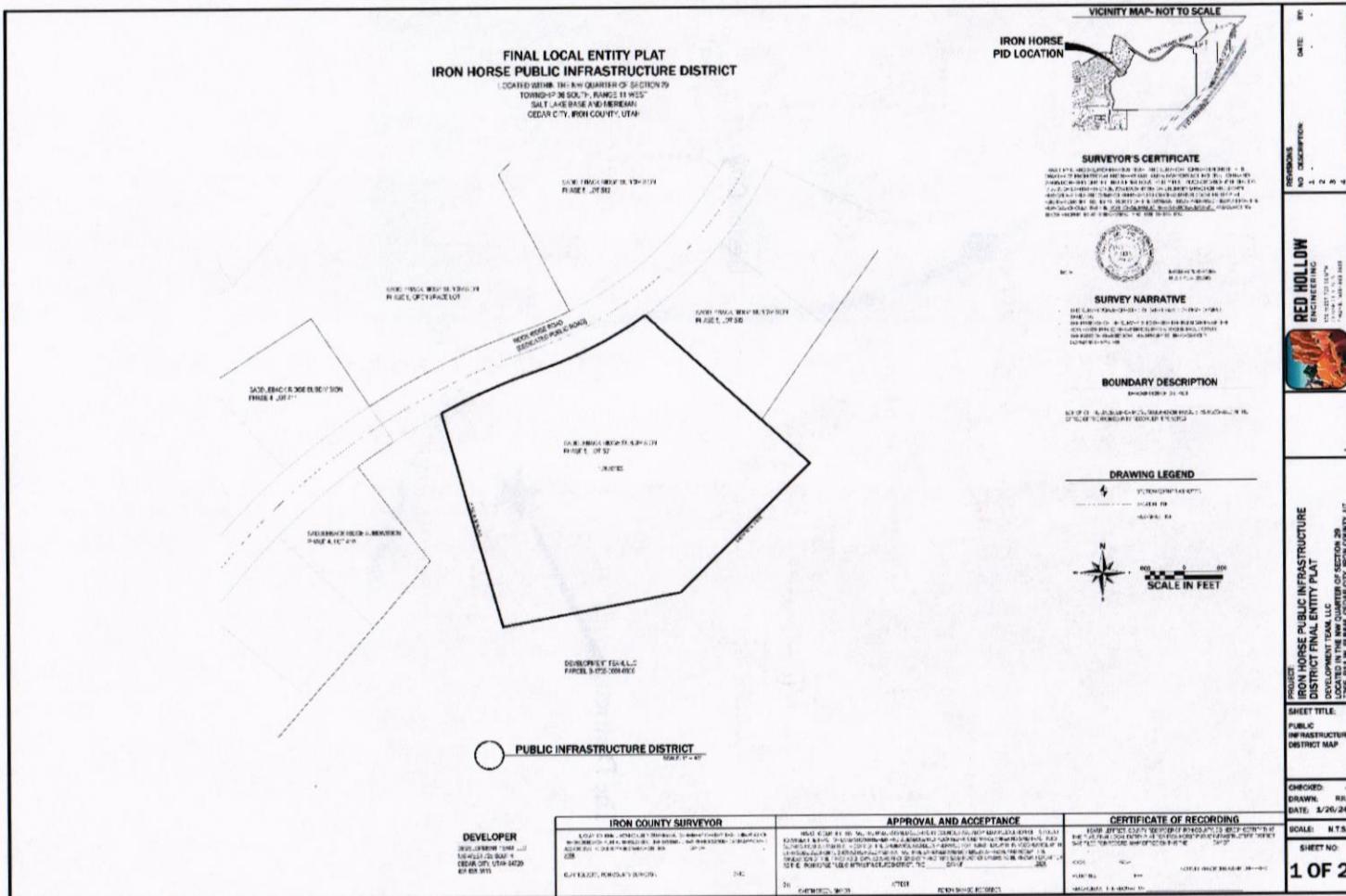
BEGINNING AT A POINT N89°29'43"E, 1169.92 FEET ALONG THE SECTION LINE AND S1°42'39"E, 743.46 FEET ALONG THE EASTERLY BOUNDARY OF "THE CLIFFS AT SUNRISE SUBDIVISION AMENDED" FROM THE NORTH 1/4 CORNER OF SECTION 21, T36S, R11W, SLB&M, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF BLACKSTONE P.U.D. 2ND AMENDED" ; THENCE ALONG SAID BOUNDARY THE FOLLOWING 6 COURSES, N88°16'54"E 131.95 FEET ; THENCE S81°59'16"E 29.00 FEET ; THENCE N07°50'07"E 4.54 FEET ; THENCE N88°37'08"E 18.08 FEET ; THENCE N01°22'52"W 56.06 FEET ; THENCE N88°37'08"E 117.57 FEET TO THE WEST LINE OF COVE DRIVE ; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES, S01°22'52"E 206.66 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 437.38 FEET AND A CENTRAL ANGLE OF 47°45'53"; THENCE ALONG THE ARC OF SAID CURVE 364.62 FEET TO A POINT ON THE NORTHERLY LINE OF RUDD ROAD AND POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 83°51'07"; THENCE ALONG THE ARC OF SAID CURVE AND NORTHERLY LINE 43.90 FEET; THENCE S34°42'23"W 20.21 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 77.50 FEET AND A CENTRAL ANGLE OF 54°46'44"; THENCE ALONG THE ARC OF SAID CURVE 74.10 FEET; THENCE S89°29'07"W 243.96 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 477.50 FEET AND A CENTRAL ANGLE OF 15°35'12"; THENCE ALONG THE ARC OF SAID CURVE 129.90 FEET; THENCE N74°55'41"W 66.02 FEET TO THE EASTERLY BOUNDARY OF "THE CLIFFS AT SUNRISE SUBDIVISION AMENDED"; THENCE ALONG SAID BOUNDARY THE FOLLOWING 7 COURSES, N15°04'19"E 167.96 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 07°51'50"; THENCE ALONG THE ARC OF SAID CURVE 67.94 FEET; THENCE N84°17'16"W 20.09 FEET ; THENCE N05°42'54"E 23.64 FEET ; THENCE S84°17'06"E 20.14 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 06°10'57" (RADIUS POINT BEARS N85°31'41"W); THENCE ALONG THE ARC OF SAID CURVE 53.41 FEET; THENCE N01°42'39"W 215.94 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**Cedar City Vicinity Map**

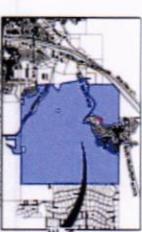
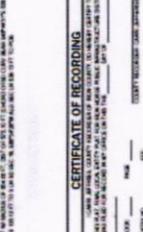


**EXHIBIT C**  
**Initial District Boundary and Annexation Area Map**

**Initial District Boundary Map**



## Annexation Area Map

<p align="center"><b>FINAL LOCAL ENTITY PLAT</b></p> <p align="center"><b>IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</b></p> <p align="center">LOCATED WITHIN SECTION 11, T1, R1, S3, 1/2, 1/4, 1/8, 1/16 SALT LAKE CITY, UTAH</p>		<p align="center"><b>PUBLIC INFRASTRUCTURE DISTRICT</b></p> <p align="center"><b>IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</b></p>	
<p align="center"><b>PROPERTY MAP - NOT TO SCALE</b></p> 		<p align="center"><b>PROPERTY MAP - NOT TO SCALE</b></p> 	
<p align="center"><b>BOUNDARY DESCRIPTION</b></p> <p align="center">SECTION 11, T1, R1, S3, 1/2, 1/4, 1/8, 1/16 SALT LAKE CITY, UTAH</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p>		<p align="center"><b>BOUNDARY DESCRIPTION</b></p> <p align="center">SECTION 11, T1, R1, S3, 1/2, 1/4, 1/8, 1/16 SALT LAKE CITY, UTAH</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p>	
<p align="center"><b>SURVEYOR'S CERTIFICATE</b></p> <p align="center">RED HOLLOW</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p>		<p align="center"><b>BOUNDARY DESCRIPTION CONT.</b></p> <p align="center">SECTION 11, T1, R1, S3, 1/2, 1/4, 1/8, 1/16 SALT LAKE CITY, UTAH</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p>	
<p align="center"><b>IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</b></p> <p align="center">SECTION 11, T1, R1, S3, 1/2, 1/4, 1/8, 1/16 SALT LAKE CITY, UTAH</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p>		<p align="center"><b>IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</b></p> <p align="center">SECTION 11, T1, R1, S3, 1/2, 1/4, 1/8, 1/16 SALT LAKE CITY, UTAH</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p>	
<p align="center"><b>APPROVAL AND ACCEPTANCE</b></p> <p align="center">SECTION 11, T1, R1, S3, 1/2, 1/4, 1/8, 1/16 SALT LAKE CITY, UTAH</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p>		<p align="center"><b>CERTIFICATE OF RECORDING</b></p> <p align="center">SECTION 11, T1, R1, S3, 1/2, 1/4, 1/8, 1/16 SALT LAKE CITY, UTAH</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p> <p align="center">IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT</p>	

FINAL LOCAL ENTITY PLAT  
IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT

LOCATED WITHIN SECTIONS 16, 17, 20, 21, 28, 29  
TOWNSHIP 36 SOUTH, RANGE 11 WEST  
SALT LAKE BASE AND MERIDIAN  
CEDAR CITY, IRON COUNTY, UTAH

### DRAWING LEGEND

 SECTION CLOSER AS NECESSARY  
SECTION LINE  
SIGHTING LINE

**BOUNDARY DESCRIPTION CONT**



PROJECT: IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT ANNEXATION  
DEVELOPMENT TEAM, LLC  
LOCATED IN SECTIONS 15, 17, 20, 21, 28, & 29  
Twp 81 1/2 N, S 24 W, of the 1/2 sec. 29, Iron County, UT

SHEET TITLE:  
FINAL LOCAL  
ENTITY PLAT  
  
CHECKED: \_\_\_\_\_  
DRAWN: RUL  
DATE: 1/25/24  
  
SCALE: N.T.S.  
SHEET NO.:  
2 OF 2

## **EXHIBIT D**

**INTERLOCAL AGREEMENT BETWEEN**  
**CEDAR CITY, UTAH**  
**AND**  
**IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this 14<sup>th</sup> day of February, 2024, by and between Cedar City, a political subdivision of the State of Utah (the "City"), and IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (the "District"). The City and the District are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District's Governing Document approved by the City on February 14, 2024 ("Governing Document"); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Operations and Maintenance. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the approvals of the City and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Reserved.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of

other governmental entities having proper jurisdiction, as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal Limitation.

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area into or from the District Boundaries. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries

(e) Annexation or withdrawal of any area in accordance with Sections V.A.6(a) and (b) of the Governing Document shall not constitute an amendment of the Governing Document.

6. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District.

7. Initial Debt Limitation. Prior to the issuance of a certificate of creation by the Office of the Lieutenant Governor of the State, the District shall not: (a) issue any Debt; nor (b) impose and collect any Assessments used for the purpose of repayment of Debt.

8. No Debt Limitation. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

9. Bankruptcy. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Bond Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Bond Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes and disbursed of all assets of such District.

11. Disclosure to Purchasers. Within thirty (30) days of the Office of the Lieutenant Governor of the State issuing a certificate of creation for the District, the Board shall record a notice with the recorder of Cedar City. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the imposition of Assessments; and (d) state that the District is not authorized to impose any property taxes. Such notice shall further be filed with the City.

12. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in Sections V.A.1-10 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days after the close of the District's fiscal year, commencing fiscal year 2024, containing the information set forth in Section IX of the Governing Document.

14. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

15. Maximum Bond Term. Each Bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such Bond (the "Maximum Bond Term").

16. Governing Document Controls. In the event of any conflict between the terms of this Interlocal Agreement and the Governing Document, the Governing Document shall control.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Iron Horse Public Infrastructure District  
c/o Snow Jensen & Reece  
912 West 1600 South, Suite B-200  
St. George, UT 84770  
Telephone: (435) 628-3688  
Email: [mence@snowjensen.com](mailto:mence@snowjensen.com)  
Attention: Matt Ence

With a Copy to: Leavitt Land & Investment, Inc.  
176 West 725 South PO Box 1027  
Cedar City, UT 84721  
Attn: Tyler Romeril  
Phone: (435) 586-1558

To the City: Cedar City  
10 N Main Street  
Cedar City, UT 84720  
Attn: City Manager  
Phone: (435) 586-2950

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 20th day of January, in the year of our Lord, One thousand nine hundred and twenty-eight.

JOHN H. BROWN

**[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]**

IRON HORSE PUBLIC INFRASTRUCTURE  
DISTRICT

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

Attest:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM: \_\_\_\_\_

CEDAR CITY, UTAH

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

Attest:

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

APPROVED AS TO FORM: \_\_\_\_\_





December 12, 2023

Paul Bittmenn, Cedar City Manager  
10 N Main St.  
Cedar City, UT 84720  
(435) 586-2953

Letter of Intent to Approve Public Infrastructure District

To: Mr. Paul Bittmenn, Cedar City Manager, and Others Whom It May Concern:

This letter outlines proposed terms for the approval by Cedar City, Utah (the “City”) of a Public Infrastructure District (the “PID”) requested by Development Team, LLC, (“Developer”), and in connection with the Iron Horse Project (the “Development”). It is proposed that the PID be named the “Iron Horse Project Public Infrastructure District.”

This letter constitutes a letter of intent from Developer to request approval by the City of the PID as follows:

**1. DESCRIPTION OF DISTRICT AREA.** The proposed PID shall be as follows:

- a. Size: The initial boundary is less than two acres – the residence lot of Dane and Ruth Leavitt. An additional approximate 1376.879 acres will be annexed into the PID upon Developer acquiring from Utah’s School and Institutional Trust Lands Administration (SITLA) said PID annexation land, which acquisition was approved by SITLA’s governing board on 16 November 2023, with closing anticipated to be on or about 5 January 2024.
- b. Locations of original and annexation land: See Appendix A and Appendix B.
- c. Area context of original and annexation land: See Appendix A and Appendix B.
- d. Development history: The initial boundary is a single developed residential lot within the Iron Horse Project. The annexation ground is currently vacant ground except it includes approximately 172 existing lots which will be owned by Developer upon acquisition from SITLA, 80 of which are platted within Saddleback Ridge Subdivision phases 1-7 and 83 of which are anticipated to be platted within Saddleback Ridge Subdivision phases 8-9, 3 of which are in the Cliffs at Sunrise Subdivision, and six of which are in the Crestline development. None of these lots will be owned by other than Developer as of 5 January 2023, nor will any registered voters reside on the annexed property.
- e. Proposed development: The Developer intends to continue to build the Iron Horse development. The PID encompasses those portions of the development located south of Cross Hollow Road which have not been sold to others than Developer. The subject property is intended, over 20-30 years, to include approximately 2705 residential units and approximately 66 acres of retail and commercial office space. Of the 2705 anticipated residential units, approximately 150 have been sold and are excluded from the PID area.

f. Annexation Area Boundaries: In accordance with Section 17D-4-201, the Developer is requesting that the City authorize the entirety of the PID boundaries be approved as an annexation area for annexation into or withdrawal from the PID boundaries without further legislative action of the City Council upon the occurrence of certain requirements, as will be established in the Governing Document.

## 2. SUMMARY OF NEEDED INFRASTRUCTURE, SERVICES AND FACILITIES.

The Developer envisions the proposed PID being utilized for the following development, infrastructure, services and facilities:

a. Current expected development scenario within the PID area includes approximately 66 acres of commercial space for retail, offices, churches, etc. and approximately 2,555 additional residential lots and homes (inclusive of 172 lots in inventory within the PID annexation area, but exclusive of the 150 lots already sold and excluded from the PID area). The 2,555 additional residential units are expected to be very approximately as follows:

- 1,792 single family detached units (inclusive of the 150 in inventory)
- 763 multi-family units (Townhomes, apartments, etc.)

b. Required local and regional infrastructure and facilities: roadways, sewer, culinary water, dry utilities, storm drainage, traffic control, lighting, public trail systems, open space, and water rights from Area 71 and 73 to convey to Cedar City to facilitate development.

c. Regional and local infrastructure the proposed District is to provide: roadways, sewer, culinary water, dry utilities, storm drainage, traffic control, lighting, public trail systems and open space, and water rights from Area 71 and 73 to convey to Cedar City to facilitate development.

d. Estimated construction costs for the improvements within the proposed District are expected to exceed \$125 million in today's dollars. Based on the experiences in Saddleback Phases 1-9, approximately 85% or approximately \$106.25 million of these improvement costs are expected to be public improvement costs. As described under paragraph 2.f.v., the Developer does not anticipate the PID will issue debt in excess of \$25 million but will generally build out the project parallel with income from sales.

e. Attached as Appendix C is the Iron Horse Project's Master-plan (8 June 2023 Edition), including construction phasing (by region and "pod") – and including details concerning the development projections given under paragraph 2a, above.

f. Plan for finance depicting possible sources and uses of PID funds:

- i. Developer does **NOT** desire the City to authorize the PID to impose any mill levy.
- ii. The proposed PID will issue bonds repayable from revenues generated by Assessments and/or Fees payable by Developer at the closing of each sale to third-party purchasers as outlined in an agreement between the Developer and the PID.

iii. Prepayment will be allowed without penalty. Payments made with each sale will be applied first against accrued interest, and then to unpaid principal.

iv. The land within the PID will be encumbered by government lien in favor of the PID. At each land sale by the Developer as to property within the PID, and payment to the PID of the applicable portion of the sale, a lien release will be given as to property sold.

v. It is anticipated that the bonds issued by the PID will be purchased by affiliates of the Developer. Authorization to issue up to the assessment act statutory limit of outstanding indebtedness is requested. It is anticipated that the full bond authorization is unlikely to be used, but is requested to accommodate price-level changes and other variables across this long-term project. That portion of the authorized bond capacity actually used will be filled gradually based on the pace of the project's progress and opportunities to acquire facilitating water rights. The outstanding balance is expected to rise and fall across the project's term but will not exceed the assessment act statutory limit without additional authorization from the City. The bonds may be issued in multiple parallel series with different interest rates and maturities as market conditions dictate.

vi. The initial anticipated series of bonds is anticipated to bear interest at a fixed annual rate between 6.25% and 7.25%, be in a principal amount of approximately \$15.4 million, with the proceeds applied to facilitate:

- a. The public improvements associated with the construction of Hidden Canyon Road and the completion of 1600 South (Iron Horse Road) to Hidden Canyon Road. The expected costs of the associated public infrastructure improvements are expected to be approximately \$12.9 million as itemized under paragraph 2.f.vii, below.
- b. The public infrastructure expenditures to acquire Area 71 and 73 water rights acceptable to Cedar City, in an amount anticipated to not presently exceed approximately \$2.5 million. The actual amount spent to acquire water rights will depend on the opportunities presented.

vii. The public infrastructure costs the Hidden Canyon Road and 1600 South Completion project described under 2.f.vi.a, above, are estimated as follows:

Improvements	Total Cost	Public Cost
Earthwork including related mobilization (52.6%)	\$7,890,000	\$7,890,000
Paving (6.6%)	\$ 990,000	\$ 990,000
Sewer, water, storm drain & detention (11.7%)	\$1,755,000	\$1,755,000
Electricity, Natural Gas, Communications (12.1%)	\$1,815,000	
Curb, Gutter, Sidewalk, other Concrete (4.8%)	\$ 720,000	\$ 720,000
Engineering (5%)	\$ 750,000	\$ 637,500
Street lights and signs (.2%)	\$ 30,000	\$ 30,000
Contingency (4%)	\$ 600,000	\$ 510,000
General Overhead (3%)	\$ 450,000	\$ 382,500
<b>Total (100%)</b>	<b>\$15,000,000</b>	<b>\$12,915,000</b>

viii. It is anticipated that the public infrastructure improvements will be built according to the applicable county or municipal design and safety standards and upon completion will be dedicated to a public entity to be owned and maintained. Nothing in the filing or acceptance of the PID documents waives or modifies any zoning, subdivision, engineering, building code, or other applicable law or code.

ix. Additional details as to the finance plan are attached as Appendix D.

**3. PROPOSED TIMELINE FOR DISTRICT CREATION:** Developer hopes to create the PID by December 2023 and to annex the ground acquired from SITLA (without further need of legislative action by the City's Council) upon purchase of the relevant land from SITLA in January 2024.

**4. DEVELOPER'S ACKNOWLEDGEMENTS:** Developer hereby acknowledges that a consent must be signed prior to the hearing date for the approval of the PID by all property owners and registered voters, if any, within the proposed PID, which signed consent approves of the creation of the proposed PID and the issuance of debt in an amount sufficient for the proposed plan of financing.

**5. CONFLICTS OF INTEREST:** Developer is presently unaware of any conflicts of interest existing between Developer and any employees or officers of the City.

**6. ATTORNEY FEES:** Developer has entered, or shall soon enter into, an agreement with the law offices of Gilmore & Bell for the payment of legal fees incurred by the firm on the City's behalf for the review of this letter and negotiation and preparation of the Governing Documents.

Best regards,

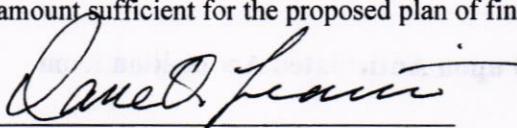
**Development Team, LLC**



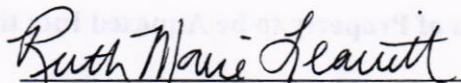
By: Tyler Romeril, President, Leavitt Land  
& Investment, Inc. – Manager of  
Development Team, LLC

### Consent of All Property Owners

The undersigned are the sole owners of Lot 501, Saddleback Ridge Subdivision, Cedar City, Iron County, State of Utah – the only property within the Iron Horse Project PID at its proposed formation. The undersigned are also the only registered voters residing within the proposed Iron Horse PID at its proposed formation. The undersigned have reviewed this Letter of Intent and approve of and consent to the creation of the proposed Iron Horse Project Public Infrastructure District and the issuance of debt in an amount sufficient for the proposed plan of financing.



Dane O. Leavitt, individually  
2731 W Rock Ridge Road  
Cedar City, Utah 84720  
Date Signed: 18 Dec 2023



Ruth Marie Leavitt, individually  
2731 W Rock Ridge Road  
Cedar City, Utah 84720  
Date Signed: 18 Dec 2023

The Developer also consents to the formation of the Iron Horst Project PID and the inclusion of the annexation property being acquired by Developer from SITLA (as described, above) being including within the PID upon the completion of the purchase of the relevant land from SITLA.

### **Development Team, LLC**



By Tyler Romeril, President,  
Leavitt Land & Investment, Inc. –  
Manager of Development Team, LLC  
Date Signed: 12 December 2023

**APPENDIX A**  
**Description of PID Boundary**

**Description of Initial Boundary:** Lot 501, Saddleback Ridge Subdivision Phase, Cedar City, Iron County, State of Utah, according to the recorded plat on file with the records of the Iron County Recorder. Iron County Tax ID Number: B-2012-0501-0000. Street address: 2731 W Rock Ridge Road, Cedar City, Utah 84720.

**Description of Property to be Annexed Into the PID upon Anticipated Acquisition from SITLA:**

**PARCEL 1** (South of Cross Hollow Road)

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 29, T36S, R11W, SLB&M; THENCE N89°57'44"W, 2668.63 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 29; THENCE N89°58'00"W, 1337.85 FEET TO THE 1/16TH CORNER; THENCE N0°01'25"E, 2650.10 FEET TO THE 1/16TH SECTION CORNER; THENCE N0°31'43"W, 2665.14 FEET TO THE 1/16TH CORNER; THENCE N0°31'38"W, 2659.56 FEET TO THE 1/16TH CORNER; THENCE S89°43'08"E, 1314.11 FEET TO THE NORTH 1/4 CORNER OF SECTION 20; THENCE ALONG THE SECTION LINE S89°43'14"E, 1478.03 FEET; THENCE S0°16'46"W, 56.29 FEET; THENCE N89°43'14"W, 238.71 FEET; THENCE S0°16'46"W, 208.71 FEET; THENCE S89°43'14"E, 438.71 FEET; THENCE N0°16'46"E, 265.00 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE S89°43'14"E, 950.29 FEET TO THE N.W. CORNER OF SECTION 21; THENCE ALONG THE SECTION LINE N88°34'02"E, 539.12 FEET TO THE SOUTHERLY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID SOUTHERLY LINE S73°56'03"E, 72.50 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 11°33'38"; THENCE ALONG THE ARC OF SAID CURVE 110.16 FEET; THENCE S62°22'25"E, 400.15 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 8°27'51"; THENCE ALONG THE ARC OF SAID CURVE 80.66 FEET; THENCE S53°54'34"E, 253.10 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 669.50 FEET AND A CENTRAL ANGLE OF 28°14'18"; THENCE ALONG THE ARC OF SAID CURVE 329.97 FEET; THENCE S25°40'16"E, 170.92 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 630.50 FEET AND A CENTRAL ANGLE OF 42°49'26"; THENCE ALONG THE ARC OF SAID CURVE 471.25 FEET; THENCE S68°29'42"E, 534.97 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 619.50 FEET AND A CENTRAL ANGLE OF 21°07'44"; THENCE ALONG THE ARC OF SAID CURVE 228.45 FEET; THENCE S47°21'58"E, 469.84 FEET; THENCE N42°38'02"E, 4.00 FEET; THENCE S47°21'58"E, 371.83 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 676.50 FEET AND A CENTRAL ANGLE OF 28°39'17"; THENCE ALONG THE ARC OF SAID CURVE 338.33 FEET; THENCE S76°01'15"E, 478.83 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S01°22'30"E, 309.70 FEET TO THE 1/16TH CORNER; THENCE ALONG THE 1/16TH SECTION LINE S89°21'51"W, 187.39 FEET; THENCE S18°36'51"W, 236.92 FEET; THENCE S56°10'42"W, 286.69 FEET; THENCE S65°53'24"E, 569.56 FEET; THENCE S01°22'20"E, 60.93 FEET; THENCE S65°53'24"E, 104.79 FEET;

THENCE S09°31'43"E, 590.00 FEET; THENCE S03°57'37"E, 286.24 FEET; THENCE S14°05'16"E, 349.70 FEET; THENCE S29°22'56"E, 434.95 FEET; THENCE S44°18'21"W, 520.65 FEET TO THE SECTION LINE; THENCE S89°49'45"W, 100.02 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S0°06'33"W, 257.12 FEET; THENCE N89°53'27"W, 100.00 FEET; THENCE S0°06'33"W, 200.00 FEET; THENCE S89°53'27"E, 100.00 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S0°06'33"W, 1704.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE I-15 FRONTRAGE ROAD AND A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 21,993.97 AND A CENTRAL ANGLE OF 1°54'21"(RADIUS POINT BEARS N44°03'29"W); THENCE ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY 731.54 FEET TO THE 1/4 SECTION LINE THENCE ALONG SAID 1/4 SECTION LINE S89°53'37"W, 3451.37 FEET TO THE POINT OF BEGINNING.

LESS: Property within the above description sold to purchasers or dedicated to Cedar City (for streets) under SITLA Development Lease 1169, which sold or dedicated property consists of approximately 51.1593 acres of the above-described original 1,358.952-acre parcel subject to said Development Lease and located south of Cross Hollow Road – thus leaving approximately 1307.7927 acres south of Cross Hollow Road within the proposed Iron Horse Project Public Infrastructure District (1,358.952 - 51.1593 = 1,307.7927).

#### PARCEL 2 (North of Cross Hollow Road)

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 21, T36S, R11W, SLB&M; THENCE ALONG THE SECTION LINE N89°29'43"E, 1338.34 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE SECTION LINE N89°29'16"E, 132.81 FEET TO THE WEST LINE OF COVE DRIVE; THENCE ALONG SAID WEST LINE S01°22'52"E, 888.93 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 437.38 FEET AND A CENTRAL ANGLE OF 56°03'30"; THENCE ALONG THE ARC OF SAID CURVE 427.93 FEET; THENCE DEPARTING SAID WEST LINE S28°17'39"W, 109.35 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S89°28'40"W, 272.00 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S01°22'30"E, 918.38 FEET TO THE NORTHERLY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID NORTHERLY LINE N74°52'34"W, 473.62 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 34°40'05"; THENCE ALONG THE ARC OF SAID CURVE 347.01 FEET; THENCE N40°12'29"W, 877.35 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 626.50 FEET AND A CENTRAL ANGLE OF 52°37'33"; THENCE ALONG THE ARC OF SAID CURVE 575.44 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 67°09'46"; THENCE ALONG THE ARC OF SAID CURVE 672.26 FEET; THENCE N25°40'16"W, 33.54 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 776.50 FEET AND A CENTRAL ANGLE OF 28°45'15"; THENCE ALONG THE ARC OF SAID CURVE 389.69 FEET; THENCE N54°25'31"W, 255.38 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 7°56'54"; THENCE ALONG THE ARC OF SAID CURVE 90.17 FEET; THENCE N62°22'25"W, 347.35 FEET TO THE SECTION LINE;

THENCE ALONG SAID SECTION LINE N88°34'02"E, 1829.47 FEET TO THE POINT OF BEGINNING.

LESS: Property within the above description sold to purchasers or dedicated to Cedar City (for streets) under SITLA Development Lease 1169, which sold or dedicated property consists of approximately 22.667 acres of the above-described original 91.487 -acre parcel subject to said Development Lease and located south of Cross Hollow Road – thus leaving approximately 68.82 acres north of Cross Hollow Road within the proposed Iron Horse Project Public Infrastructure District (91.487 – 22.667 = 68.82).

**APPENDIX B**  
Map View



The blue area bounded by the purple border is the area to be annexed. The areas to be annexed do not include sold lots in the Iron Horse project. The red dot is the location of Lot 501, Saddleback Ridge Subdivision Phase 5 – the initial proposed PID boundary prior to annexation of the relevant property acquired by Developer from SITLA.

Iron Horse Master Plan, 8 June 2023

[Is a separate Attachment, delivered electronically and hard-copy]

## Appendix D -- Finance Plan Details from DA Davidson (Pages 9-12)



### IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT #1 Revenue Calculation

	Assessment Lien Revenue		Total Assessment Lien Revenue	Total Available Revenue	Expenses		Total Revenue Available for Debt Service
	Total Acres	Annual Assessment			Annual Trustee Fee	Operations Carve Out	
	[ 1,376.879 ]	[ \$1,095 ]		\$4,000	\$25,000	Inflated at 2.0%	
2023							
2024	1.377	1.095	1,507,683	1,507,683	(4,000)	(25,000)	1,478,683
2025	1.377	1.095	1,507,683	1,507,683	(4,000)	(25,500)	1,478,183
2026	1.377	1.095	1,507,683	1,507,683	(4,000)	(26,010)	1,477,673
2027	1.377	1.095	1,507,683	1,507,683	(4,000)	(26,530)	1,477,152
2028	1.377	1.095	1,507,683	1,507,683	(4,000)	(27,061)	1,476,622
2029	1.377	1.095	1,507,683	1,507,683	(4,000)	(27,602)	1,476,080
2030	1.377	1.095	1,507,683	1,507,683	(4,000)	(28,154)	1,475,528
2031	1.377	1.095	1,507,683	1,507,683	(4,000)	(28,717)	1,474,965
2032	1.377	1.095	1,507,683	1,507,683	(4,000)	(29,291)	1,474,391
2033	1.377	1.095	1,507,683	1,507,683	(4,000)	(29,877)	1,473,805
2034	1.377	1.095	1,507,683	1,507,683	(4,000)	(30,475)	1,473,208
2035	1.377	1.095	1,507,683	1,507,683	(4,000)	(31,084)	1,472,598
2036	1.377	1.095	1,507,683	1,507,683	(4,000)	(31,706)	1,471,976
2037	1.377	1.095	1,507,683	1,507,683	(4,000)	(32,340)	1,471,342
2038	1.377	1.095	1,507,683	1,507,683	(4,000)	(32,987)	1,470,696
2039	1.377	1.095	1,507,683	1,507,683	(4,000)	(33,647)	1,470,036
2040	1.377	1.095	1,507,683	1,507,683	(4,000)	(34,320)	1,469,363
2041	1.377	1.095	1,507,683	1,507,683	(4,000)	(35,006)	1,468,676
2042	1.377	1.095	1,507,683	1,507,683	(4,000)	(35,706)	1,467,976
2043	1.377	1.095	1,507,683	1,507,683	(4,000)	(36,420)	1,467,262
Total			30,153,650	30,153,650	(80,000)	(607,434)	29,466,216

Total Lien/Acre: \$ 11,391.71

IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT #1

Senior Debt Service

Revenue Available for Debt Service	Bond Fiscal Year (Dec. princ.)	Net Debt Service		Senior Surplus Fund			Ratio Analysis Debt Service Coverage	
		Series 2024		Annual Surplus	Cumulative Balance	Released Revenue		
		Dated: 3/1/24	Par: \$15,685,000 Proj: \$15,400,000					
2023								
2024	1,478,683	12/1/24	1,094,053	384,629	0	384,629	135%	
2025	1,478,183	12/1/25	1,463,488	14,695	0	14,695	101%	
2026	1,477,673	12/1/26	1,459,800	17,873	0	17,873	101%	
2027	1,477,152	12/1/27	1,459,425	17,727	0	17,727	101%	
2028	1,476,622	12/1/28	1,462,025	14,597	0	14,597	101%	
2029	1,476,080	12/1/29	1,462,263	13,818	0	13,818	101%	
2030	1,475,528	12/1/30	1,460,138	15,391	0	15,391	101%	
2031	1,474,965	12/1/31	1,460,650	14,315	0	14,315	101%	
2032	1,474,391	12/1/32	1,463,463	10,929	0	10,929	101%	
2033	1,473,805	12/1/33	1,458,238	15,568	0	15,568	101%	
2034	1,473,208	12/1/34	1,460,313	12,895	0	12,895	101%	
2035	1,472,598	12/1/35	1,459,013	13,586	0	13,586	101%	
2036	1,471,976	12/1/36	1,459,338	12,639	0	12,639	101%	
2037	1,471,342	12/1/37	1,460,950	10,392	0	10,392	101%	
2038	1,470,696	12/1/38	1,458,513	12,183	0	12,183	101%	
2039	1,470,036	12/1/39	1,462,025	8,011	0	8,011	101%	
2040	1,469,363	12/1/40	1,460,813	8,550	0	8,550	101%	
2041	1,468,676	12/1/41	1,459,875	8,801	0	8,801	101%	
2042	1,467,976	12/1/42	1,458,875	9,101	0	9,101	101%	
2043	1,467,262	12/1/43	1,462,475	4,787	0	4,787	100%	
Total	29,466,216		28,845,728	620,488		620,488		

## SOURCES AND USES OF FUNDS

**IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT #1  
IRON COUNTY, UTAH  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024  
\$15.400M Project Amount (1376.879 acres)  
Non-Rated, Level Debt Service, 12/1/2043 Final Maturity [1]**

~~~  
Dated Date 03/01/2024  
Delivery Date 03/01/2024

**Sources:**

|                       |               |
|-----------------------|---------------|
| <b>Bond Proceeds:</b> |               |
| Par Amount            | 15,685,000.00 |
|                       | 15,685,000.00 |
|                       | <hr/>         |

**Uses:**

|                                |               |
|--------------------------------|---------------|
| <b>Project Fund Deposits:</b>  |               |
| Project Fund                   | 15,400,000.00 |
| <b>Cost of Issuance:</b>       |               |
| Other Cost of Issuance         | 125,000.00    |
| <b>Delivery Date Expenses:</b> |               |
| Underwriter's Discount         | 156,850.00    |
| <b>Other Uses of Funds:</b>    |               |
| Rounding Amount                | 3,150.00      |
|                                | 15,685,000.00 |
|                                | <hr/>         |



DA DAVIDSON

## NET DEBT SERVICE

IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT #1  
IRON COUNTY, UTAH

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024

\$15.400M Project Amount (1376.879 acres)

Non-Rated, Level Debt Service, 12/1/2043 Final Maturity [1]

| Period Ending | Principal  | Interest      | Total Debt Service | Net Debt Service |
|---------------|------------|---------------|--------------------|------------------|
| 12/01/2024    | 300,000    | 794,053.13    | 1,094,053.13       | 1,094,053.13     |
| 12/01/2025    | 425,000    | 1,038,487.50  | 1,463,487.50       | 1,463,487.50     |
| 12/01/2026    | 450,000    | 1,009,800.00  | 1,459,800.00       | 1,459,800.00     |
| 12/01/2027    | 480,000    | 979,425.00    | 1,459,425.00       | 1,459,425.00     |
| 12/01/2028    | 515,000    | 947,025.00    | 1,462,025.00       | 1,462,025.00     |
| 12/01/2029    | 550,000    | 912,262.50    | 1,462,262.50       | 1,462,262.50     |
| 12/01/2030    | 585,000    | 875,137.50    | 1,460,137.50       | 1,460,137.50     |
| 12/01/2031    | 625,000    | 835,650.00    | 1,460,650.00       | 1,460,650.00     |
| 12/01/2032    | 670,000    | 793,462.50    | 1,463,462.50       | 1,463,462.50     |
| 12/01/2033    | 710,000    | 748,237.50    | 1,458,237.50       | 1,458,237.50     |
| 12/01/2034    | 760,000    | 700,312.50    | 1,460,312.50       | 1,460,312.50     |
| 12/01/2035    | 810,000    | 649,012.50    | 1,459,012.50       | 1,459,012.50     |
| 12/01/2036    | 865,000    | 594,337.50    | 1,459,337.50       | 1,459,337.50     |
| 12/01/2037    | 925,000    | 535,950.00    | 1,460,950.00       | 1,460,950.00     |
| 12/01/2038    | 985,000    | 473,512.50    | 1,458,512.50       | 1,458,512.50     |
| 12/01/2039    | 1,055,000  | 407,025.00    | 1,462,025.00       | 1,462,025.00     |
| 12/01/2040    | 1,125,000  | 335,812.50    | 1,460,812.50       | 1,460,812.50     |
| 12/01/2041    | 1,200,000  | 259,875.00    | 1,459,875.00       | 1,459,875.00     |
| 12/01/2042    | 1,280,000  | 178,875.00    | 1,458,875.00       | 1,458,875.00     |
| 12/01/2043    | 1,370,000  | 92,475.00     | 1,462,475.00       | 1,462,475.00     |
|               | 15,685,000 | 13,160,728.13 | 28,845,728.13      | 28,845,728.13    |



**D|A|DAVIDSON**  
FIXED INCOME CAPITAL MARKETS

11.17.2023

Leavitt Land & Investment, Inc.  
c/o Dane Leavitt, Executive Chairman  
176 West 725 South  
Cedar City, Utah 84720

95 S. State St., Suite 1500  
Salt Lake City, UT 84111  
801.994.3166  
[www.dadavidson.com/ficm](http://www.dadavidson.com/ficm)  
D.A. Davidson & Co. member SIPC

**RE: LETTER AGREEMENT FOR INVESTMENT BANKING SERVICES TO LEAVITT LAND & INVESTMENT**

Dear Mr. Leavitt,

This letter agreement (this "Letter Agreement") confirms the terms and conditions upon which D.A. Davidson & Co. Fixed Income Capital Markets ("Davidson") is engaged to provide, on an exclusive basis, investment banking services to Leavitt Land & Investment, Inc. and its majority owned subsidiary Development Team, LLC, and any of its affiliates or subsidiaries (the "Client"), in relation to Iron Horse Public Infrastructure District (the "Project"), as well as any additional projects or financings as mutually agreed upon by Davidson and the Client, in one or more transactions (together, the "Transaction"). The Transaction is anticipated to be a tax-exempt municipal bond debt placement by Project with certain shareholders of Client as the purchasers. Davidson shall have no obligation to purchase, lend or otherwise place any securities. Our agreement to act as Client's placement agent will be conducted on a "best efforts" basis only.

**Investment Banking Services to Client**

The investment banking services rendered by Davidson under this Letter Agreement may include some or all of the following, subject to the further terms described below:

- Analyzing the Project's credit quality, including any market studies, financial projections, or feasibility studies;
- Analyzing the capital markets, including interest rates and terms available in the market;
- Evaluating potential strategies to achieve the Client's goals;
- Working with the Client's advisers, consultants, and attorneys to determine the feasibility of various financing options;
- Assisting the Client in assessing alternative structures and terms of financing for the Project, preparing a preliminary term sheet, and pursuing an appropriate financing approach;
- Coordinating with the Client's attorneys and consultants in connection with the dissemination of financial data and any offering materials;
- Contacting potential lenders or investors, providing them with financing-related information, responding to their inquiries and, if requested, coordinating their due diligence session;
- Negotiating the structure and terms of the financing with the lender(s) or investor(s) on behalf of the Client;
- Underwriting or privately placing bonds or other debt securities with investor(s) on behalf of the Client, or assisting the Client in obtaining direct taxable or tax-exempt loan(s) with one or more lenders;

Leavitt Land  
Letter Agreement  
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- Under the direction and legal advice of transaction counsel, assisting and supervising the steps necessary to close the Transaction; and
- Performing such other usual and customary investment banking services as may be requested by the Client.

**Davidson Not Acting as Municipal Adviser or Fiduciary to Client**

Davidson will serve as, and will act at all times as, investment banker to the Client and not as financial adviser, municipal advisor or other fiduciary to the Client or its shareholders. It is understood that Davidson is not providing to the Client or its shareholders any advice on tax, legal, regulatory, or accounting matters and that the Client and its shareholders will seek the advice of its own professional advisers for such matters and make an independent decision based upon such advice.

Davidson is not Client's exclusive investment bank.

The parties agree that it is Davidson's duty to exercise best efforts in assisting Client in the formation of the Project, but that Client has responsibility to not rely exclusively upon Davidson's assistance.

**Davidson's Role in Potential Municipal Securities Transaction**

If the Client determines to pursue the Transaction by means of a public offering or private placement through the issuance of municipal securities by a municipal entity issuer, the parties agree that Davidson will serve as underwriter or placement agent to such municipal entity issuer, upon the terms set forth in this Letter Agreement, and not as municipal advisor to the Client or to such municipal entity issuer. The Client agrees that it will not begin the process of applying to, or negotiating with, a municipal entity to issue municipal securities on its behalf without first advising Davidson. The Client acknowledges that Davidson will provide required disclosures to and/or enter into such engagements (through an engagement letter, bond purchase agreement, placement agreement or otherwise) (an "Issuer Agreement") with any such municipal entity issuer as required under or as contemplated by the rules of the Municipal Securities Rulemaking Board or the Securities and Exchange Commission or as may be necessary or appropriate for successfully completing the Transaction.

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Letter Agreement  
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DA DAVIDSON

In addition to such compensation, the Client expressly acknowledges the following is intended to be paid by the Client as a component of the cost of issuance of bonds or other securities, placement of debt or obtaining a loan in a Transaction: (i) legal fees incurred by Davidson's engagement of underwriter's counsel, placement agent's counsel or other transaction counsel in connection with the Transaction; and (ii) legal fees related to third-party review of past continuing disclosure compliance, if municipal securities are issued. Unless otherwise agreed to by the Client, the Client's payment of the foregoing is contingent upon the sale of bonds, placement of debt or initial funding of a loan.

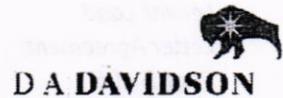
Any amounts paid to Davidson in respect of fees, expenses or other compensation under an Issuer Agreement will be credited against amounts due and owing under this Letter Agreement, with any balance remaining after such credit payable by the Client to Davidson hereunder.

This Letter Agreement is not an offer to purchase bonds or other securities. If the Transaction does not occur, Davidson shall not be owed compensation. Please indicate by your signature below your desire to engage Davidson to provide investment banking services on these terms.

#### Representations and Warrants of the Client

The Client will provide Davidson with reasonable access to the Client's officers, directors, employees, and advisors and all assistance reasonably necessary for Davidson's performance under this Agreement. To the Client's knowledge, all information made available by the Client to Davidson under this Agreement, including pursuant to the non-disclosure agreement, if applicable, will be prepared in good faith, complete and correct in all material respects and will not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any and all projections (financial or otherwise) provided by the Client to Davidson have been or will be prepared in good faith and, in the Client's business judgment, based on the best available estimates of future (financial or otherwise) performance and will be based upon assumptions which, in light of the circumstances under which they are made, are reasonable. During the course of Davidson rendering the services hereunder, the Client will promptly notify Davidson if it learns of any material inaccuracy or misstatement in, or material omission from, any information theretofore delivered to Davidson by the Client as it relates to the performance of Davidson's services hereunder.

Leavitt Land  
Letter Agreement  
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### Miscellaneous

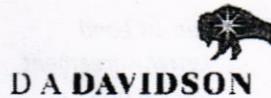
This letter shall be governed and construed in accordance with the laws of the State of Utah. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be executed in counterparts, which will together constitute one instrument. All rights and obligations under this Agreement are binding on and inure to the benefit of the Client, Davidson, each Indemnified Person and their respective successors, heirs, personal representatives, and permitted assigns. Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and the Transaction contemplated hereby. Each of the parties hereto hereby knowingly, voluntarily, and irrevocably waives any right it may have to a trial by jury in respect of any claim upon, arising out of or in connection with this Agreement.

### Indemnity

To the extent permitted by law, the Client agrees to (i) indemnify and hold harmless D.A. Davidson, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) Davidson, and its directors, officers, agents, and employees, (D.A. Davidson and each such person being referred to as an "Indemnified Person") against any and all losses, claims, damages, liabilities, and expenses to which an Indemnified Person may become subject, relating to, arising out of or in connection with (x) any material misstatement or omissions made by the Client in connection with the Transaction (y) any warranty or representation by Client contained herein being false in any material respect or (z) any breach by the Client of any provision of this Agreement and (ii) reimburse each Indemnified Person for all expenses (including reasonable fees and disbursements of counsel) incurred by such Indemnified Person in connection with investigating, preparing, pursuing or defending any such action, proceeding or investigation in any jurisdiction, whether or not in connection with pending or threatened litigation to which any Indemnified Person is a party, in each case as such expenses are incurred or paid. Notwithstanding the foregoing, the Client will not be responsible for any Liabilities or expenses which are finally determined by a court or arbitral panel to have resulted primarily and directly from D.A. Davidson's gross negligence or willful misconduct. The foregoing indemnity agreement shall be in addition to any liability that you otherwise may have and survives termination of this Agreement.

In case any claim shall be made or action brought against an Indemnified Person for which indemnity may be sought against you as provided above, the Indemnified Person shall promptly notify you in writing setting forth the particulars of such claim or action; but the omission to so notify you (i) shall not relieve you from liability under the above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by you of substantial rights and defenses and (ii) shall not relieve you from any liability which it may have to any Indemnified Person otherwise than under the paragraph above. You shall assume the defense thereof, including the retention of counsel acceptable to such Indemnified Person and the payment of all expenses and shall have the right to negotiate and consent to settlement. An Indemnified Person shall have the right to retain separate counsel in any such action and to participate

*Leavitt Land*  
Letter Agreement  
Page 5 of 5



in the defense thereof but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless the employment of such counsel has been specifically authorized by you or you shall not have employed counsel reasonably acceptable to the Indemnified Person to have charge of the defense of such action or proceeding or the Indemnified Person shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to you (in which case you not have the right to direct the defense of such action or proceeding on behalf of the Indemnified Person), in any of which events, such legal or other expenses shall be borne by you. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of you or if there is a final judgment for the plaintiff in any action with or without written consent of you, you agree to indemnify and hold harmless the Indemnified Person to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each Indemnified Person from all liability arising out of such action.

#### Termination

The parties acknowledge and agree that upon the creation and execution of an engagement letter between Davidson and the Project, this Letter Agreement will automatically terminate, and its terms will cease to be binding upon the parties.

Respectfully submitted,

D.A. Davidson & Co. Fixed Income Capital Markets

Brennen Brown  
Managing Director

ACCEPTED this 11/17/2023 day of 2023.

DocuSigned by:

Dane Leavitt, Executive Chairman  
Leavitt Land & Investment, Inc.

DocuSigned by:

Tyler Romeril, President  
Leavitt Land & Investment, Inc.

**PETITION REQUESTING THE CREATION OF  
IRON HORSE PROJECT PUBLIC INFRASTRUCTURE DISTRICT  
IN CEDAR CITY, UTAH**

November 22, 2023

Cedar City, Utah  
Attn: Renon Savage, City Recorder  
10 N Main Street  
Cedar City, UT 84720

The undersigned (the "Petitioners") hereby request Cedar City, Utah (the "City"), create a public infrastructure district (the "District") pursuant to the Local District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the "Act"). The Petitioners request the District in order to assist in the financing of public infrastructure relating to the construction of the Iron Horse project development (the "Development"). For additional information regarding the District and this request, please see the Letter of Intent submitted to the City with this Petition.

**I. Petitioners:**

Dane Leavitt  
2731 W Rock Ridge Road  
Cedar City, Utah 84720  
435-590-7442  
Co-owner with Ruth of the initial (pre-annexation) PID property (< two acres)

Ruth Marie Leavitt  
2731 W Rock Ridge Road  
Cedar City, Utah 84720  
435-590-7003  
Co-owner with Dane of the initial (pre-annexation) PID property (< two acres)

Development Team, LLC  
Attn: Tyler Romeril, President  
Leavitt Land & Investment, Inc., Manager  
176 West 725 South  
Cedar City, Utah 84720  
(435) 590-6697  
Tax ID(s): 82-4844038  
Anticipated owner of approximately 1,376.879 acres bisected by Cross Hollow Road, which land is requested to be annexed into the district upon acquisition by Development Team, LLC (expected to occur on or about 5 January 2024).

Petitioners also constitute sponsors, with Petitioner Dane Leavitt designated as the contact sponsor. There are two registered voters residing within the proposed District boundaries, both petitioners who consent to the District's formation.

## **II. Proposed District Boundaries**

The Petitioners request the District be comprised initially of Iron County Tax ID Number: B-2012-0501-0000 (Dane and Ruth Leavitt's residence).

The Petitioners also request that upon petitioner Development Team, LLC acquiring from the State of Utah's State and Institutional Trust Lands Administration the approximately 1,376.879 acres described under Exhibits A and B (which acquisition is anticipated to occur on or after 5 January 2024), that said land be annexed into the District without further legislative action of the Cedar City Council.

## **III. Requested Service**

The Petitioners request the District be created for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, including, but not limited to the construction of road improvements, utilities, and so on, all as shall be further authorized in a governing document relating to the District.

## **IV. Board of Trustees**

The Petitioners propose that the Board of Trustees for the District be initially composed of 5 members appointed by the City Council and comprising of property owners, their agents, or officers, as follows:

Dane O. Leavitt (Individually and as a manager of petitioner Development Team, LLC)  
176 West 725 South  
Cedar City, Utah 84720

G. Tyler Romeril (As a manager of Petitioner Development Team, LLC)  
176 West 725 South  
Cedar City, Utah 84720

Eric O. Leavitt (As a manager of Petitioner Development Team, LLC)  
136 West Center Street  
Cedar City, Utah 84720

Ronald J. Larsen, P.E.  
2283 West 30 North  
Cedar City, Utah 84720

Brett L. Warby, CPA  
893 South 4375 West  
Cedar City, 84720

#### **V. Petitioners Representations**

The Petitioners hereby represent and warrant that:

- (a) Dane and Ruth Leavitt are each authorized to sign on their own behalf;
- (b) Tyler Romeril is authorized to sign on behalf of Development Team, LLC;
- (c) The Petitioners are the sole owners of the real property included within the District Boundaries;
- (d) This Petition is signed by 100% of the surface property owners of real property within the District Boundaries;
- (e) Petitioners Dane and Ruth Leavitt are the only registered voters residing within the District Boundaries; and
- (f) The proposed Trustees listed above are registered voters at their primary residences and are either a property owner or the agent or officer of a property owner upon the anticipated annexation of property to be acquired by Development Team, LLC from SITLA.

#### **VI. Petitioner Consent**

The Petitioner hereby consents to:

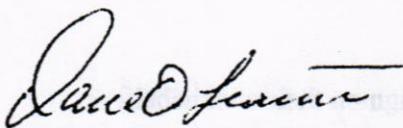
- (a) The creation of one public infrastructure district within the District Boundaries;
- (b) Dane Leavitt acting as the contact sponsor with respect to this Petition;
- (c) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17D-4-202(3)(a) of the Act;
- (d) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act pursuant to Section 17D-4-201(2)(b) of the Act; and
- (e) The issuance by the District of bonds repayable through revenue sources as authorized by law.

#### **VII. Electronic Means; Counterparts**

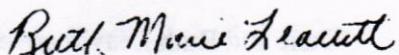
This Petition may be conducted by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Petitioners have each executed this Petition as of the date indicated above.

The Petitioners



Dane O. Leavitt, individually  
2731 W Rock Ridge Road  
Cedar City, Utah 84720  
Date Signed: 22 November 2023



Ruth Marie Leavitt, individually  
2731 W Rock Ridge Road  
Cedar City, Utah 84720  
Date Signed: 22 November 2023

**Development Team, LLC**



By: G. Tyler Romeril, President,  
Leavitt Land & Investment, Inc. –  
And a manager of Development Team, LLC  
Date Signed: 22 Nov. 2023

STATE OF UTAH )

ss:

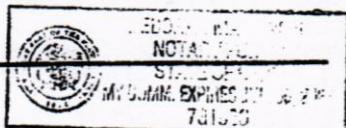
COUNTY OF IRON )

The foregoing instrument was acknowledged before me this 22nd day of November 2023, by Dane O. Leavitt, Ruth Marie Leavitt, and Tyler G. Romeril, each a person known to me.



Deborah H. Martineau, NOTARY PUBLIC  
Residing at: Cedar City, Utah

My Commission Expires:



**EXHIBIT A**  
**PROPOSED DISTRICT BOUNDARY**

**District Boundaries**

**Description of Initial Boundary:** Lot 501, Saddleback Ridge Subdivision Phase, Cedar City, Iron County, State of Utah, according to the recorded plat on file with the records of the Iron County Recorder. Iron County Tax ID Number: B-2012-0501-0000. Street address: 2731 W Rock Ridge Road, Cedar City, Utah 84720.

**Description of Property to be Annexed Into the PID upon Anticipated Acquisition from SITLA:**

**PARCEL 1 (South of Cross Hollow Road)**

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 29, T36S, R11W, SLB&M; THENCE N89°57'44"W, 2668.63 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 29; THENCE N89°58'00"W, 1337.85 FEET TO THE 1/16TH CORNER; THENCE N0°01'25"E, 2650.10 FEET TO THE 1/16TH SECTION CORNER; THENCE N0°31'43"W, 2665.14 FEET TO THE 1/16TH CORNER; THENCE N0°31'38"W, 2659.56 FEET TO THE 1/16TH CORNER; THENCE S89°43'08"E, 1314.11 FEET TO THE NORTH 1/4 CORNER OF SECTION 20; THENCE ALONG THE SECTION LINE S89°43'14"E, 1478.03 FEET; THENCE S0°16'46"W, 56.29 FEET; THENCE N89°43'14"W, 238.71 FEET; THENCE S0°16'46"W, 208.71 FEET; THENCE S89°43'14"E, 438.71 FEET; THENCE N0°16'46"E, 265.00 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE S89°43'14"E, 950.29 FEET TO THE N.W. CORNER OF SECTION 21; THENCE ALONG THE SECTION LINE N88°34'02"E, 539.12 FEET TO THE SOUTHERLY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID SOUTHERLY LINE S73°56'03"E, 72.50 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 11°33'38"; THENCE ALONG THE ARC OF SAID CURVE 110.16 FEET; THENCE S62°22'25"E, 400.15 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 8°27'51"; THENCE ALONG THE ARC OF SAID CURVE 80.66 FEET; THENCE S53°54'34"E, 253.10 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 669.50 FEET AND A CENTRAL ANGLE OF 28°14'18"; THENCE ALONG THE ARC OF SAID CURVE 329.97 FEET; THENCE S25°40'16"E, 170.92 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 630.50 FEET AND A CENTRAL ANGLE OF 42°49'26"; THENCE ALONG THE ARC OF SAID CURVE 471.25 FEET; THENCE S68°29'42"E, 534.97 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 619.50 FEET AND A CENTRAL ANGLE OF 21°07'44"; THENCE ALONG

THE ARC OF SAID CURVE 228.45 FEET; THENCE S47°21'58"E, 469.84 FEET; THENCE N42°38'02"E, 4.00 FEET; THENCE S47°21'58"E, 371.83 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 676.50 FEET AND A CENTRAL ANGLE OF 28°39'17"; THENCE ALONG THE ARC OF SAID CURVE 338.33 FEET; THENCE S76°01'15"E, 478.83 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S01°22'30"E, 309.70 FEET TO THE 1/16TH CORNER; THENCE ALONG THE 1/16TH SECTION LINE S89°21'51"W, 187.39 FEET; THENCE S18°36'51"W, 236.92 FEET; THENCE S56°10'42"W, 286.69 FEET; THENCE S65°53'24"E, 569.56 FEET; THENCE S01°22'20"E, 60.93 FEET; THENCE S65°53'24"E, 104.79 FEET; THENCE S09°31'43"E, 590.00 FEET; THENCE S03°57'37"E, 286.24 FEET; THENCE S14°05'16"E, 349.70 FEET; THENCE S29°22'56"E, 434.95 FEET; THENCE S44°18'21"W, 520.65 FEET TO THE SECTION LINE; THENCE S89°49'45"W, 100.02 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S0°06'33"W, 257.12 FEET; THENCE N89°53'27"W, 100.00 FEET; THENCE S0°06'33"W, 200.00 FEET; THENCE S89°53'27"E, 100.00 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S0°06'33"W, 1704.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE I-15 FRONTAGE ROAD AND A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 21,993.97 AND A CENTRAL ANGLE OF 1°54'21"(RADIUS POINT BEARS N44°03'29"W); THENCE ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY 731.54 FEET TO THE 1/4 SECTION LINE THENCE ALONG SAID 1/4 SECTION LINE S89°53'37"W, 3451.37 FEET TO THE POINT OF BEGINNING.

LESS: Property within the above description sold to purchasers or dedicated to Cedar City (for streets) under SITLA Development Lease 1169, which sold or dedicated property consists of approximately 51.1593 acres of the above-described original 1,358.952-acre parcel subject to said Development Lease and located south of Cross Hollow Road – thus leaving approximately 1307.7927 acres south of Cross Hollow Road within the proposed Iron Horse Project Public Infrastructure District (1,358.952 - 51.1593 = 1,307.7927).

**PARCEL 2** (North of Cross Hollow Road)

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 21, T36S, R11W, SLB&M; THENCE ALONG THE SECTION LINE N89°29'43"E, 1338.34 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE SECTION LINE N89°29'16"E, 132.81 FEET TO THE WEST LINE OF COVE DRIVE; THENCE ALONG SAID WEST LINE S01°22'52"E, 888.93 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 437.38 FEET AND A CENTRAL ANGLE OF 56°03'30"; THENCE ALONG THE ARC OF SAID CURVE 427.93 FEET; THENCE DEPARTING SAID WEST LINE S28°17'39"W, 109.35 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S89°28'40"W, 272.00 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S01°22'30"E, 918.38 FEET TO THE NORTHERLY LINE OF

CROSS HOLLOW ROAD; THENCE ALONG SAID NORTHERLY LINE N74°52'34"W, 473.62 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 34°40'05"; THENCE ALONG THE ARC OF SAID CURVE 347.01 FEET; THENCE N40°12'29"W, 877.35 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 626.50 FEET AND A CENTRAL ANGLE OF 52°37'33"; THENCE ALONG THE ARC OF SAID CURVE 575.44 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 67°09'46"; THENCE ALONG THE ARC OF SAID CURVE 672.26 FEET; THENCE N25°40'16"W, 33.54 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 776.50 FEET AND A CENTRAL ANGLE OF 28°45'15"; THENCE ALONG THE ARC OF SAID CURVE 389.69 FEET; THENCE N54°25'31"W, 255.38 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 7°56'54"; THENCE ALONG THE ARC OF SAID CURVE 90.17 FEET; THENCE N62°22'25"W, 347.35 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE N88°34'02"E, 1829.47 FEET TO THE POINT OF BEGINNING.

LESS: Property within the above description sold to purchasers or dedicated to Cedar City (for streets) under SITLA Development Lease 1169, which sold or dedicated property consists of approximately 22.667 acres of the above-described original 91.487 -acre parcel subject to said Development Lease and located south of Cross Hollow Road – thus leaving approximately 68.82 acres north of Cross Hollow Road within the proposed Iron Horse Project Public Infrastructure District (91.487 – 22.667 = 68.82).

## Exhibit B

### Map View



The blue area bordered in purple is the area to be annexed. The area to be annexed do not include previously sold lots in the Iron Horse project. The red dot is the location of Lot 501, Saddleback Ridge Subdivision Phase 5 – the initial proposed PID boundary prior to annexation of the relevant property acquired by Developer from SITLA.

CEDAR CITY COUNCIL  
AGENDA ITEM - 16

**TO:** Mayor and City Council

**FROM:** City Attorney

**DATE:** February 5, 2024

**SUBJECT:** Consider request to move access driveway and amend/terminate lease agreement with Dan Roberts for Coldwell Banker Advantage.

**DISCUSSION:**

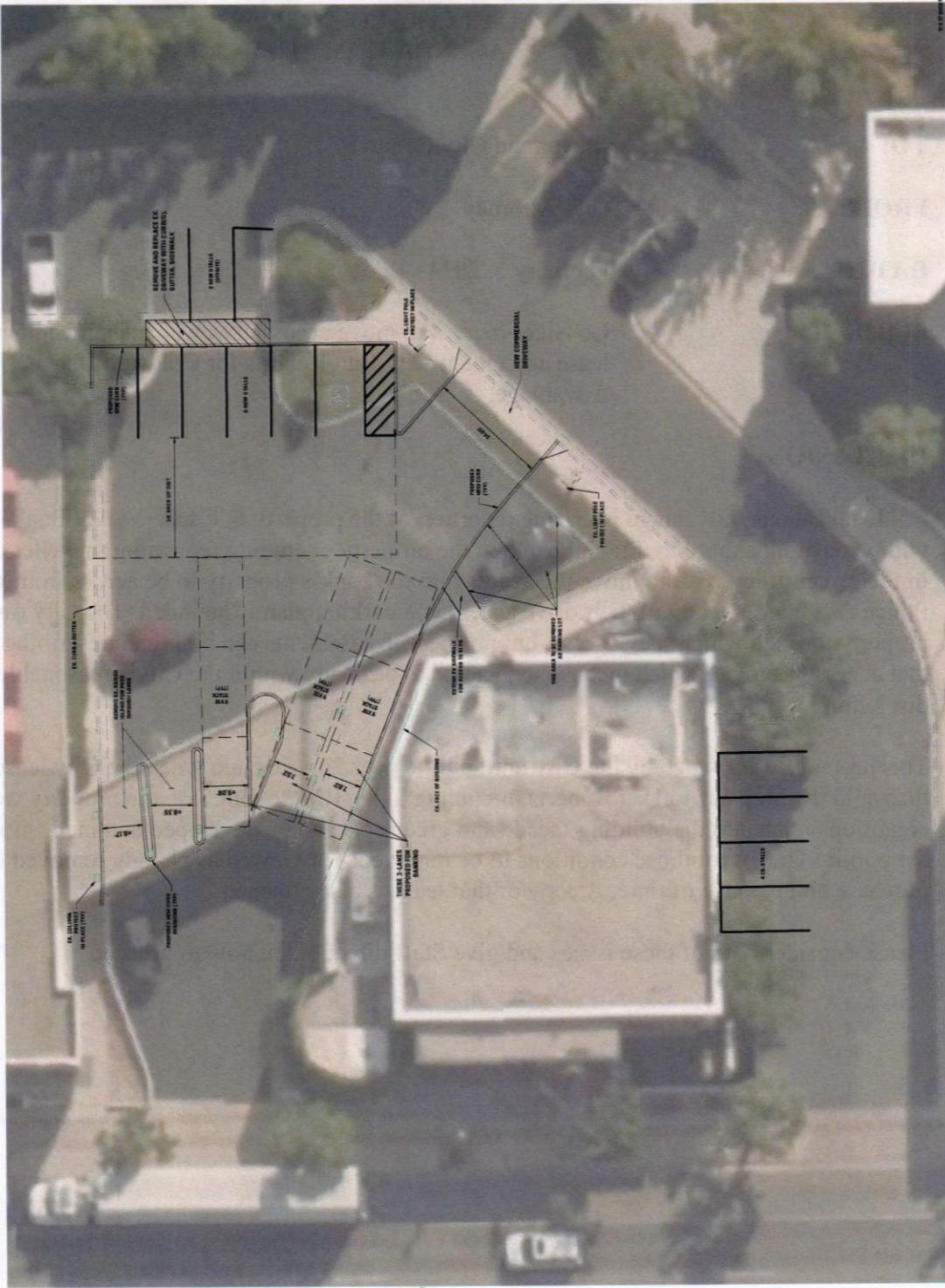
Coldwell Banker Advantage is leasing a portion of the property to Cache Valley Bank, which will be opening a more traditional bank on the property, including reopening the teller drive thru. In their plans, they wish to move the access into the bank's property to be across from where the Police cars park. A copy of their drive access and parking plan is included. The City owns the property through which they access, but no specific easements can be found describing where that access has to be, which means the location is basically within the City's reasonable discretion.

This property was owned by the City until a little over 20 years ago when the City leased and then sold the property to Dan Roberts. Including in his RFP to purchase the property were certain conditions related to the building façade and green space to be developed and made available to the public. They want those conditions to be removed – or viewed as already removed by the purchase and passage of time. A copy of that lease is also attached.

Please consider both of these issues and give Staff direction on how to proceed.

# PARKING LOT REVISION SCHEMATIC FOR CACHE VALLEY BANK

CACHE VALLEY BANK TENANT IMPROVEMENT



STATE INDEX

NOTES

- **NOTES**

  1. PARKING STALLS SHOWN TO BE 9' X 18' AS CITY REQUIRED MINIMUM DIMENSIONS.
  2. A SITE SURVEY WAS PERFORMED FOR ACTUAL EXISTING DIMENSIONS OF EXISTING CURB FOR A HORIZONTAL LAYOUT DAY.
  3. THE PROPOSED CHANGES ARE SHOWN BASED ON CITY MINIMUM PARKING DIMENSION REQUIREMENTS FOR A SCHEMATIC

PARKING TABULATION

1. **ON-SITE PARKING**

  - 1.1. EX. STALLS - 4 (SOUTH SIDE)
  - 1.2. NEW INTERIOR STALLS: 6 (1 ADA)
  - 1.3. TOTAL ON-SITE STALLS = 10

2. **OFF-SITE PARKING**

  - 2.1. NEW STALLS - 2
  - 2.2. STACKING (3 PROPOSED BANKING LANES)
  - 2.3. 3'-0" LONG SPACES PER LANE

VIEW ONLY

PARKING LOT REVISION SCHEMATIC  
CACHE VALLEY BANK

GO CIVIL  
ENGINEERING

DATE: 01/01/01

## LEASE AGREEMENT

**THIS AGREEMENT** is made and entered into this 23 day of Jan., 2002, by and between CEDAR CITY, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as LESSOR, and IRON BRIDGE, LLC of Cedar City, Utah, hereinafter referred to as LESSEE.

### **WITNESSETH:**

**WHEREAS**, LESSOR desires to lease property located in Cedar City, Iron County, State of to LESSEE, and to further provide an option to purchase to LESSEE ; and

**WHEREAS**, LESSEE desires to lease said property with an option to purchase, subject to the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of the covenants, agreements, stipulations and conditions contained herein, the parties hereto agree as follows:

### **ARTICLE I**

#### **RIGHTS GRANTED**

LESSOR hereby leases to LESSEE the property known as the Old State Bank Building located in Cedar City, Iron County, State of Utah, more particularly described on the attached Exhibit "A". Said lease is for office space for LESSEE's real estate business. No other use of the premises shall be made by LESSEE without first obtaining permission from City Council. LESSOR will not unreasonably withhold permission. Such use shall be in conformance with the Development plan attached hereto as Exhibit "B".

### **ARTICLE II**

#### **PROPERTY AND TERM**

The premises hereby leased to the LESSEE are more particularly described on Exhibit "A" attached hereto. Said lease is for the period of twenty (20) years from the date hereof.

### **ARTICLE III**

#### **CONSIDERATION**

The LESSEE agrees to pay to the LESSOR \$100,000 on or before December 15, 2001 to secure its option to purchase. Said amount shall be applied to the purchase option price (\$500,000.00) in the event LESSEE exercises its option to purchase. In the event that the option is

not exercised, said amount (\$100,000) shall be forfeited to LESSOR.

Monthly minimum lease payments shall be made by the 15<sup>th</sup> of each month as computed in January of each year. Annual minimum lease payments shall be eight percent (8%) percent of the outstanding purchase option amount. Monthly minimum lease payments shall be one-twelfth (1/12) the annual minimum lease payment. Payments shall first be applied to the annual lease amount as calculated, and any remaining amount shall reduce the remaining purchase option amount.

#### **ARTICLE IV**

##### **OPTION TO PURCHASE**

LESSEE may exercise its option to purchase at any time with no penalty, provided 30-days written notice is given to LESSOR. Said purchase must be on terms agreeable to both parties at the time said option is exercised. Consideration shall be the remaining purchase option amount. In the event that said option is not exercised within 20 years from the date hereof, any payments to LESSOR shall be considered forfeited as lease payments.

#### **ARTICLE V**

##### **TAXES, UTILITIES AND ENCUMBRANCES**

LESSEE shall pay annual property taxes, and any other taxes, license fees, permits, wages, utilities, bills or other lawful obligations of LESSEE. Further, LESSEE shall not encumber the leased premises in any manner whatsoever.

#### **ARTICLE VI**

##### **ADDITIONS AND ALTERATIONS**

As partial consideration for said lease, LESSEE shall renovate the outside of the leased building and property within one (1) year from the date hereof. Said renovation shall be first approved by the City Council. LESSEE commits to invest approximately \$100,000.00, separate and apart from any other lease consideration, to appropriately renovate the building. The renovation shall conform to the facade developed by Gardner Partnership to assure compatibility with the Downtown Project as described by LESSEE in the attached Exhibit "B". Any variation therefrom shall be first approved by the City Council.

Other alterations or modifications made to the premises by LESSEE shall first be approved by the City Council. It is agreed that such permission shall not be unreasonably withheld.

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## **ARTICLE VII**

### **ADVERTISING SIGNS**

LESSEE shall have the right to erect and maintain appropriate signs advertising LESSEE's business upon the leased premises after review by the City Council. Signs shall be compatible with the downtown project described in Exhibit "B".

## **ARTICLE VIII**

### **FIRE PROTECTION**

LESSEE shall provide and maintain adequate fire extinguishers in and about the leased premises. Type and location of said fire extinguishers must be approved by the Cedar City Fire Chief.

## **ARTICLE IX**

### **MAINTENANCE AND REPAIR**

LESSEE, at its own expense, shall maintain and keep in good condition and repair the leased premises, and shall use its best efforts to make the same safe and suitable for use by LESSEE and the public. (See Article V above.)

LESSOR shall pay for a professional inspection of the heating and cooling systems at the commencement of the lease. LESSOR shall pay for repairs identified by the inspection required to bring said systems into good working order.

## **ARTICLE X**

### **INDEMNIFICATION AND INSURANCE**

The LESSEE does hereby agree and covenant to indemnify and hold the LESSOR harmless from all fines, suits and claims, demands and actions of any kind or nature, by reason of any and all of its operations hereunder and does hereby agree to assume all risk in the operation of its business hereunder, and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

LESSEE shall maintain, with insurance underwriters satisfactory to the LESSOR, a standard form or policy of insurance in such amounts as may from time to time be approved by the LESSOR, protecting both the LESSEE and the LESSOR as an additional insured against public liability and property damage. LESSEE shall promptly, after execution of this Agreement, furnish any such

policy for damage growing out of any incident or other cause in the following minimum amounts:

|    |                   |               |
|----|-------------------|---------------|
| A. | Public Liability: |               |
|    | Each person       | \$ 300,000.00 |
|    | Each occurrence   | 1,000,000.00  |
| B. | Property Damage:  |               |
|    | Each occurrence   | 200,000.00    |

## **ARTICLE XI**

### **ASSIGNMENT AND SUBLetting**

The LESSEE shall not assign, transfer, sell, sublease, pledge, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises without written permission of the LESSOR being first obtained, which permission shall not be unreasonably withheld.

## **ARTICLE XII**

### **JURISDICTION**

It is agreed that any civil action concerning this Lease shall be commenced in a court of competent jurisdiction in Iron County, Utah.

## **ARTICLE XIII**

### **ATTORNEY'S FEES**

In the event any action or proceeding is brought to collect rent due hereunder, or enforce any provision hereof, or to take possession of said premises, or to enforce compliance with this Agreement, or for failure to observe any of the covenants of this Agreement, LESSEE agrees to pay to the LESSOR such sum as the Court may adjudge reasonable as attorney's fees to be allowed in said action.

## **ARTICLE XIV**

### **LEASE TERMINATION**

This lease shall terminate on its own terms upon the expiration of twenty (20) years, unless earlier terminated by the exercise of the option to purchase by LESSEE.

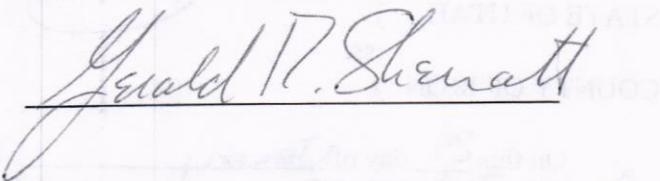
It is agreed that the LESSOR may terminate this Agreement at any time for good cause

shown after having first given said LESSEE sixty (60)-days notice in writing of said intention to terminate and cancel said Agreement setting forth the reason. If the cause is remedied within the notice period, the Agreement shall continue.

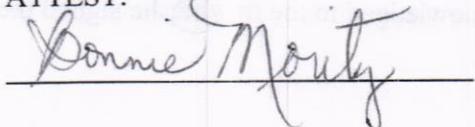
Should LESSEE be declared bankrupt, or its assets taken over by creditors, or should the LESSEE fail to make the required payments to the LESSOR within thirty (30) days after the same shall have become due and payable, or refuse to pay its lawful obligation, or refuse or fail to comply with any of the terms of this Agreement within forty-five (45) days after the LESSOR has notified LESSEE in writing to rectify its failure or refusal to comply with one or more of the terms of this Agreement, then and in that event the LESSOR may repossess the leased premises and remove LESSEE's property, provided, however, if the breach is of a covenant or condition for which the LESSOR has previously given notice of default, then and in that event the notice period shall be shortened to fifteen (15) days. If necessary and required to effect removal, the LESSOR may re-enter without being deemed guilty of trespass, and without prejudice to any remedy which might otherwise be used for any arrears of rent or breach of covenant. Upon the re-entry aforesaid, this Agreement shall terminate.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CEDAR CITY CORPORATION:



ATTEST:

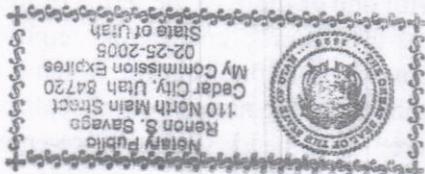


STATE OF UTAH )  
:ss.  
COUNTY OF IRON )

This is to certify that on the 29 day of January, 2002, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Gerald R. Sherratt, known to me to be the Mayor of Cedar City Corporation, and Bonnie Moritz, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Gerald R. Sherratt and she the said Bonnie Moritz 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.



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**NOTARY PUBLIC**

**LESSEE:**

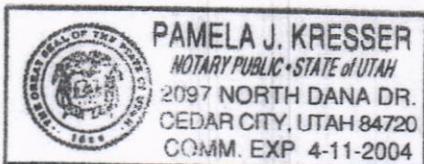
LESSEE:

STATE OF UTAH )  
:ss.

COUNTY OF IRON )

— 28 —

On this 21 day of January, 2002, personally appeared before me Pamela J. Kresser who duly acknowledged to me that he/she signed the above and foregoing document.



Pamela J. Krebs  
NOTARY PUBLIC

**NOTARY PUBLIC**

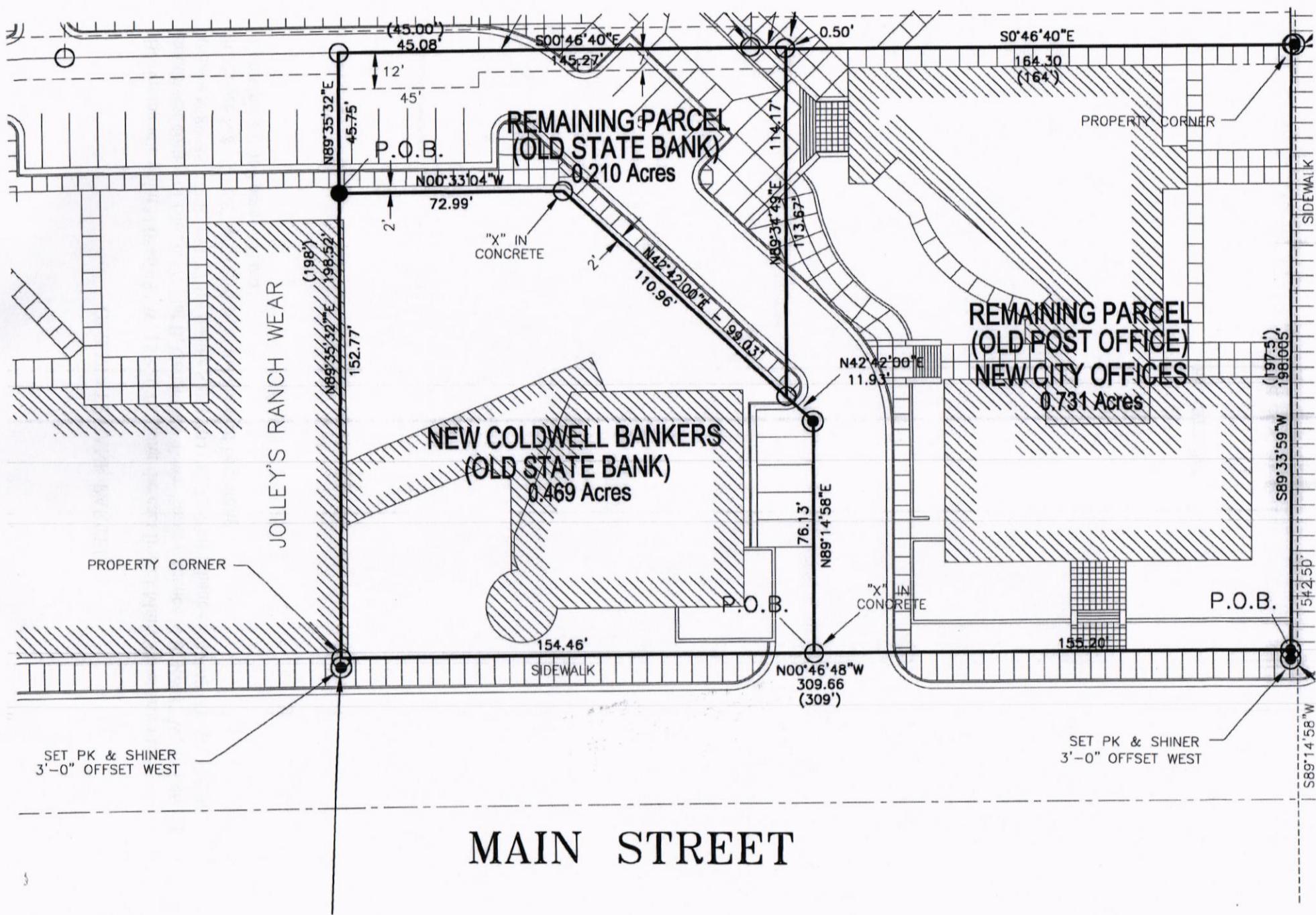
## OLD STATE BANK PARCEL

Beginning at a point N 0°46'48" W, 155.20 ft. along the east line of Main Street from the southwest corner of Block 37, Plat B, Cedar City Town Survey; thence N 0°46'48" W, 154.46 ft.; thence N 89°35'32" E, 152.77 ft.; thence S 0°33'04" E, 72.99 ft.; thence S 42°42'00" W, 110.96 ft. thence S 89°14'58" W, 76.13 ft. to the point of beginning.  
Containing 0.469 acres of land.

wpdata\survey\downtown.dsc

**EXHIBIT "A"**

EXHIBIT "A" CONTINUED



## DEVELOPMENT PLAN

**DEVELOPER'S CONCEPT:** Given the unique location and opportunities for this project the State Bank Building should not continue in service as a bank, but rather serve the community as a quality professional building complimented by green space areas enhancing the ambiance of the Downtown Project. The primary tenant and occupant of the main floor square footage will be Coldwell Banker Advantage, an internationally recognized and top rated U.S. franchise corporation. Tenants in the lower level and top floors will be complimentary and compatible with the real estate business. The front of the building will be renovated to match the 1900-1930 period architecture of the rest of the Downtown area. Some drive-thru lanes along the north side of the property will be replaced by a developer sponsored and maintained green space. Plant areas, benches, walkways, and covered patios will serve the community by providing necessary rest areas, and add to the positive pedestrian experience of Downtown. Additionally, a walkway along the north of the building will improve pedestrian traffic flow from the City's new parking structure onto Main Street.

In its long service as a bank the building has attracted people to downtown, but many of the bank's customers remained in their cars, increasing traffic along Main Street as they exited then re-entered through the drive-thru lanes. Additionally bank hours are not conducive to the 24-hour life of Main Street. After 5pm it became an unfriendly, dark hole in the face of the street. Coldwell Banker, in contrast, will attract customers from inside and outside the community. They will exit their vehicles, and enjoy the ambiance of our "destination downtown" as quality real estate professionals showcase our community. Customers will come to downtown during extended hours of the day and, while they make critical decisions, they will use the restaurants and other businesses along Main Street.

The renovation of the building will be similar to the Gardner rendering, and subject to final review by the City. Primary emphasis will be placed on the Main Street view. Development of the green areas will be extensive, attractive, useful. Emphasis will be placed on designing the green space as its own destination where patrons can eat, rest or just enjoy our beautiful downtown area. The City and

developer will review and approve the final plans through mutual agreement. Developer will maintain the existing walkway along the north side of the building which will continue to provide direct access from the City's new parking structure on to Main Street. Vehicle access to the building will be via the City's two way curbed road south of the building, and limited parking will be in the rear of the building. A drive-up window will remain active for the convenience of real estate agents.

As explained in Tab 2, this piece of property is key to the initial feeling of the downtown. Adding to the importance of this focal point is the fact that this is the only vacant and City controlled land in the critical areas on both ends of Downtown. Lin's, The Town and Country, and Boomer's are all set as to their appearance. This is the City's last opportunity to make a dramatic and positive statement. Our green space proposal adds to this development plan and will tie the project to its neighbors on the north and south. The only other green space on the south end of Downtown is kitty-corner to the bank on the southwest corner of Center and Main. The green space of this development will complement the Center and Main green space and give a more distinctive pedestrian feel to this end off the Downtown redevelopment site, as well as attract Shakespeare foot traffic. Currently the heavy traffic associated with banking business detracts from the focal point that the City has developed with its new office building and the Old Rock Church. By minimizing that unnecessary traffic and adding green space the development enhances rather than detracts from that focal point and will carry the theme along Main Street.

DEVELOPMENT SCHEDULE: Coldwell Banker is ready to take possession immediately upon approval from the City. They will remain in the building during renovation. Renovation will commence on or about October 1, 2001, upon completion of architectural review and approval by the City. Estimated project completion should take no more than one year.

PROJECT PARTNERS AND INVESTMENT: Along with the down payment (option amount) of \$100,000, Dan Roberts will provide the development capital for renovation and landscaping, approximately \$100,000. Total estimated initial investment will be approximately \$200,000.

## **CONSIDERATION**

The developer requests permission to lease the property with the option to buy and make principal payments for a term of no more than **20 years**. If the principal amount is not paid off within the term of the lease the City will retain ownership and the developer will forfeit the principal paid during the period. The developer will give to the City a down payment (option amount) of **\$100,000** to be applied toward a total principal amount of **\$500,000**. Lease payments will be computed on January 1<sup>st</sup> of each year and will equal **8% APR** of the outstanding (unpaid) principal amount. Monthly payments will be at least equal to one twelfth of the annual pre-computed lease payment, and all payments will go first to the annual lease amount with remaining payments reducing principal. Developer can exercise the option to purchase the property at any time during the lease period with no pre-payment penalty. Additionally, the developer will pay annual property taxes and insurance.

The developer will construct and maintain a green space in available areas to include north portions of the property. This green space will be open and available to the public, but the developer retains exclusive rights to future developments, to include additional buildings and structures, approved through mutual agreement by the developer and the City. The developer will close the green spaces to the public at least one day per year in order to retain control of ownership and development flexibility. Any future sale of the property will include a requirement/clause for compatibility with Downtown development.

**CEDAR CITY COUNCIL  
AGENDA ITEMS - 17  
DECISION PAPER**

**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** February 5, 2025  
**SUBJECT:** Land exchange with SITLA

Attached is a land exchange agreement with the State Institutional Trust Lands Administration (SITLA). If the proposed trade is approved, Cedar City will deed to SITLA 42.13 acres of land located approximately 0.5 miles east of main street and north of the Fiddlers Canyon area. For a visual reference please see Exhibit D in the attached agreement. There is currently no paved street access to this property. Utilities are close to the property, but extension of utilities is necessary to serve the property. Cedar City acquired this property from SITLA some years ago in an exchange that required Cedar City to construct a road and extend utilities to the property. This agreement will get rid of those requirements. The basic exchange for this property is SITLA will give Cedar City 8.205 acres described in the agreement as SITLA property A and 6.765 acres described in the agreement as SITLA property B. For a visual reference please see exhibit B in the attached agreement. SITLA property A is located on the east side of Main Street approximately 0.10 miles north of Nichols Canyon Road. Parcel B is located on the northwest corner of Main Street and Nichols Canyon Road. Both properties are adjacent to paved dedicated public streets and utilities are either on the property or in the adjacent streets. There are a number of conditions related to the trade which are summarized below.

1. SITLA will reserve certain rights to the properties. They are required to reserve mining rights. They will also reserve water rights and easements for utilities that may exist.
2. Cedar City will agree to construct a City park on SITLA property A some time in the next 10 years.
3. Floodplain mitigation. For a map providing a visual reference for the floodplain mitigation work please see exhibit G-1 in the attached agreement. SITLA will keep +/- 2.23 acres of land on the northeast corner of Nichols Canyon Road and Main Street. City (SITLA property C). SITLA property C and SITLA property B on the northwest corner of Nichols Canyon Road and Main Street are in a FEMA floodplain. The trade is structured so that SITLA will do all of the necessary engineering and work with FEMA to get the properties out of the floodplain, and Cedar City will do the earthwork necessary to get the properties out of the floodplain. Cedar City has 5 years to complete the earthwork. This portion of the agreement requires SITLA to work with FEMA to get the property out of the floodplain. After the City does the earthwork SITLA will submit to FEMA to get the property out of the floodplain, if FEMA requires more earthwork, City will do the additional earthwork.
4. Street access. Cedar City will provide SITLA access to its property on the northeast corner of Main Street and Nichols Canyon Road (SITLA property C). This access will be

off of Nichols Canyon Road. Cedar City will cooperate with SITLA's efforts to gain access off of main street (a UDOT controlled highway).

5. SITLA will deed the property on the northwest corner of Main Street and Nichols Canyon Road (SITLA property B) to Cedar City if we complete the flood mitigation work within 5 years.
  6. Cedar City will agree to build a 66-foot wide 50-foot-long stub road coming off Canyon Ranch Drive in a location that is mutually agreeable once that area develops. For a visual reference please see exhibit H in the attached agreement. This will be the stub for a road that will connect to the piece of property the City is giving to SITLA in this trade. The stub-in road will include all utilities, curb, gutter, and sidewalk.
  7. SITLA will maintain ownership of a piece of property west of the property Cedar City is getting on the west side of Main Street. For a visual reference please see Exhibit B in the attached agreement. Cedar City will be required to give SITLA an easement for a public street that will serve that property. This easement will be along the west side of the property Cedar City is going to receive in the exchange and is in alignment with a dedicated public street. It is not currently paved.

This is an agreement with a lot of moving parts. Cedar City and SITLA have been working on this agreement for the better part of two years. The proposed agreement is included below. If you have any questions, please ask. Please consider approving the land trade agreement with SITLA.

**EXCHANGE AGREEMENT  
(Exchange No. 388)**

**Fund: MULTI**

This exchange agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date"), between the STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, with its principal office located at 102 South 200 East, Suite 600, Salt Lake City, Utah 84111 ("SITLA"), and CEDAR CITY CORPORATION, a Utah municipality, with its principal office located at 10 North Main Street, Cedar City, Utah 84720 (the "City"). SITLA and the City may be referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

A. SITLA manages and administers two pieces of land containing approximately 8.205 and 6.765 acres, respectively, of real property owned by the State of Utah in Cedar City, Iron County, Utah, as each are more particularly described on **Exhibit A** and generally depicted on **Exhibit B** (respectively, as shown on the exhibits, the "SITLA Property A and SITLA Property B").

B. The City owns approximately 42.13 acres of real property in Cedar City, Iron County, Utah, more particularly described on **Exhibit C** and generally depicted on **Exhibit D** (the "Cedar City Property").

C. The Parties have determined that it would be in the best interest of both Parties to exchange their respective properties for one another.

**AGREEMENT**

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, subject to the terms of this Agreement, the Parties hereby agree as follows:

**1. Exchange, Floodplain Mitigation, Road Construction.**

a. **SITLA Property A.** Subject to and upon the terms and conditions of this Agreement, at Closing, defined below, SITLA hereby agrees to transfer and convey the SITLA Property A, without warranty, to the City by patent, the form of which is set forth on **Exhibit E**. The patent will except and reserve, and/or provide that conveyance of the SITLA Property A will be subject to: (a) a reservation of all coal, oil, gas, hydrocarbons and other mineral deposits on the SITLA Property, along with the right to prospect for, mine, and remove the deposits; (b) a reservation of all geothermal resources and sub-surface void and pore spaces whether naturally existing or created upon the removal of coal, oil, gas, and other mineral deposits, and the right to use those sub-surface void and pore spaces for any purpose; (c) a reservation of all water rights and shares of any kind along with any existing wells; (d) all rights-of-way, easements, reservations,



encumbrances, exceptions and conditions specifically listed and/or of record; (e) reservations contained in federal patents and clear lists; (f) all rights-of-way for ditches, tunnels, and telephone transmission lines that may have been or may be constructed by the United States as provided by statute; (g) an access and utility easement across the SITLA Property A as may be necessary and reasonable to access lands administered by the School and Institutional Trust Lands Administration; and (h) all matters which an accurate survey of the SITLA Property A or a physical inspection of the SITLA Property A would disclose.

i. The City shall construct a City park on SITLA Property A within 10 years of the Closing Date. This obligation will survive the Closing and will not merge into any conveyance document.

b. Cedar City Property. Subject to and upon the terms and conditions of this Agreement, at Closing, the City hereby agrees to transfer and convey all of its right, title and interest in the Cedar City Property to SITLA by special warranty deed, the form of which is set forth on **Exhibit F**. The deed will provide that conveyance of the Cedar City Property will be subject to: (i) all rights-of-way, easements, reservations, encumbrances, exceptions and conditions of record in each case and (ii) all matters which an accurate survey of the Cedar City Property or a physical inspection of the Cedar City Property would disclose.

c. Floodplain Mitigation Work. The Parties recognize that SITLA Property B, containing approximately 6.765 acres, and SITLA's approximately 2.23 acres, more particularly described on **Exhibit G** and generally depicted on **Exhibit G-1 ("SITLA Property C")** are currently located within a Federal Emergency Management Agency ("FEMA") designated floodplain area. The Parties desire that the City conduct earthwork and other mitigation measures in order remove the SITLA Property B and SITLA Property C from the floodplain designation. Therefore, each Party shall take the following actions, respectively:

- i. At its sole cost and expense, SITLA shall contract for and cause the engineering and application work with FEMA for a Letter of Map Revisions-Based on Fill ("LOMR") and a Conditional Letter of Map Revision ("CLOMR") in order to bring the SITLA Property B and SITLA Property C out of the floodplain designation.
- ii. Within 90 days of this Agreement, the City shall provide SITLA with a floodplain development permit SITLA Property B and SITLA Property C. The City, at its sole cost and expense, shall mitigate from the designated floodplain, SITLA Property B and SITLA Property C in accordance with the requirements and standards of the CLOMR and as detailed on **Exhibit I**. The City shall take all action necessary, including, without limitation, importing and excavating earthen dirt material for all earthwork required fill and cut, to make SITLA Property B and SITLA Property C mass graded ready and ready for commercial development. All earthwork shall be completed to a 95% compaction and must be certified by a geotechnical engineer. The City shall, within 5 years from the Effective Date, complete all work described in this subsection (ii) and submit the geotechnical engineer's certification to SITLA. SITLA, in its reasonable discretion, may extend the 5-year timeline upon request from the City. Such request must detail

- the commercially reasonable efforts that have been made to complete the work and the circumstances and reasons for the extension request.
- iii. When the work required in subsection (ii) above is complete, SITLA will submit an application for LOMR approval with FEMA. In the event FEMA rejects the LOMR or requires additional work to be completed on SITLA Property B and/or SITLA Property C prior to approval, the City shall, within 12 months, complete all required work to obtain an approved LOMR.
  - iv. The City agrees that SITLA will be granted vehicular public access to SITLA Property C from Nichols Canyon Road. The City cannot grant an access from Main Street since it is a Utah Department of Transportation ("UDOT") road. Therefore, if SITLA desires access from Main Street, the City shall cooperate with a reasonable application from SITLA to UDOT for access from Main Street.
  - v. If (1) the City fulfills its obligations under Subsection (ii) above within the 5-year timeframe, as may be extended, and (2) access to SITLA Property C is granted as set forth in subsection (iv) above, then SITLA will then convey the SITLA Property B to the City by State patent, which will contain the same exceptions and reservations found in Section 1(a) above. The conveyance of the SITLA Property B will occur in the same manner as and through the escrow established in Section 2 below. In the event the above conditions are not met, SITLA Property B will not be conveyed to the City, and the Parties will have no further rights, duties, or obligations regarding SITLA Property B.

These obligations shall survive Closing and will not merge into any conveyance document.

d. Road Construction. The Parties previously entered into that certain Land Exchange Agreement No 363 dated May 3, 2018 ("Previous LEA") which contained certain obligations of the City regarding construction of a road as more particularly described in the Previous LEA. The parties have completed the land exchange portion of the Previous LEA.

- i. At Closing, the parties shall execute a mutually agreeable document terminating (1) the Previous LEA and (2) the Deed Restriction (as defined in the Previous LEA).
- ii. At its sole cost and expense, the City shall construct a 50-foot long, 66-foot wide road with all utilities on SITLA property originating at Canyon Ranch Drive in a mutually agreeable location in the general area shown on Exhibit H (the "SITLA Road") to establish public access into SITLA's parcels that lie adjacent to and between the Cedar City Parcel and Canyon Ranch Drive.
  - 1. The City shall (i) begin construction of the SITLA Road when Canyon Ranch Drive is improved to the SITLA land along Canyon Ranch Drive and (ii) subsequently complete the SITLA Road within 24 months thereafter. SITLA, in its reasonable discretion, may extend the timeline upon request from the City. Such request must detail the commercially reasonable efforts that have been made to complete the work and the circumstances and reasons for the extension request. Notwithstanding, SITLA may construct or cause to be constructed the SITLA Road

(including all utilities within the cross-section) prior to the City constructing the SITLA Road according to this Section 1(d). In such circumstance, the City shall reimburse SITLA for all SITLA's reasonable costs and expenses in constructing the SITLA Road.

2. The City shall construct and complete the SITLA Road to the City standards in effect at the time of construction for Major Collector roads, including installing all utilities in the cross section, except that, notwithstanding any City standards, the SITLA Road must be 50-foot long and 66-foot wide. If no City standards for Major Collector roads exist at the time, the SITLA Road shall be built according to the standards in the Previous LEA. In the event the City is required to remove excess fill from those SITLA's lands on which the SITLA Road is built, then the Parties will work together in good faith to find a suitable location to deposit the fill.
3. The City shall construct the SITLA Road and related utilities in a first-class, workmanlike manner. The City will grade and landscape the affected parts of the SITLA Road and surrounding lands in such a fashion that the SITLA property does not show any unsightly scarring from cuts or debris left on the construction-graded edges or in other areas that would make the SITLA-owned land unsightly.
4. SITLA will issue the City an easement on SITLA's standard form easement agreement for the construction, operation, maintenance, and repair of a public road at such time that the City is ready to begin construction of the SITLA Road. Once the SITLA Road is fully constructed as described in this Agreement, SITLA shall dedicate the SITLA Road to the City and the City shall accept the SITLA Road.
5. The City shall incorporate the SITLA Road into its master transportation plan prior to dedication of the SITLA Road.

These obligations shall survive Closing and not merge into any conveyance document.

e. Road Easement. The Parties acknowledge that an existing dirt road runs west of SITLA Property B parallel to Main Street as depicted on Exhibit B. At Closing, the City shall grant SITLA a perpetual easement for that existing dirt road that connects to Nichols Canyon Road and runs northeast parallel to I-15.

2. Closing.

a. The Parties shall exchange the fully executed original patent for SITLA Property A for the fully executed original deed for the Cedar City Property, along with the other documents required to be executed under this Agreement, including, without limitation, the easement and termination documents, on or before [REDACTED], 2024 (the "**Closing Date**"). The exchange of the patent and deed and other documents is hereinafter referred to as the "**Closing**." The Closing will occur through escrow established through a mutually agreeable title company consistent with the terms hereof. At least three (3) days before the Closing Date, each Party shall deposit its respective fully executed conveyance documents with the title

[REDACTED]

company to be held in escrow until the Closing. The title company will record the applicable conveyance documents with the office of the Iron County Recorder on the Closing Date. On or before the Closing Date, if needed, each party shall execute an acceptable closing statement showing all costs, expenses and adjustments.

b. The Parties shall each pay fifty percent (50%) of the costs (i) of the survey work to prepare the necessary legal descriptions and exhibits, and (ii) associated with Closing, including, without limitation, escrow and recording fees; except each Party shall pay its own costs associated with any due diligence, including obtaining a Title Commitment, defined below, for the property it will receive at Closing.

3. **Title Report/Insurance; Due Diligence.**

a. From the Effective Date until three (3) calendar days prior to the Closing Date, each Party, at its own expense, may elect to obtain a title report or commitment for title insurance ("Title Commitment") covering the respective property to be received by such Party pursuant to this Agreement. The Parties agree to cooperate in any efforts to obtain a Title Commitment. In the event either Party elects to obtain a Title Commitment, that Party may review the Title Commitment of the property it is receiving to determine if any unacceptable liens, encumbrances, exceptions, or other conditions exist. In the event, in the obtaining Party's sole discretion, any unacceptable liens, encumbrances, exceptions, or other conditions exist which the other Party cannot or will not remove, remedy or cure to the reasonable satisfaction of the obtaining Party three (3) calendar days prior to the Closing Date, then the Party obtaining the Title Commitment, in its sole discretion and as its sole remedy, has the right to terminate this Agreement by written notice to the other Party. All monetary liens and encumbrances shall be deemed unacceptable and each Party shall be obligated to eliminate the same from their respective property on or before Closing. In the event of such termination, neither Party will have any further obligation to the other Party under this Agreement, except as provided in Section 3(d), below.

b. From the Effective Date until the Closing, either Party, at its own expense, may enter onto the property to be received by such Party to perform due diligence review of such property, including, without limitation, those tests, inspections, studies and investigations (including environmental assessments) as it deems reasonably necessary to determine whether or not such property is suitable for that Party's purposes. The Party conducting such tests, inspections, studies and investigations shall pay all costs associated therewith. The Parties agree that they will not commit or suffer to be committed any waste, spoil, or destruction in or upon the respective property to be received by such Party pursuant to this Agreement. Any tests conducted must not materially alter or damage the respective property to be received pursuant to this Agreement. Each Party agrees to repair any damage it causes and promptly restore the respective property to be received by such Party to its prior condition. Prior to conducting any ground disturbing activities, the City shall comply with Utah Administrative Code R850-60 et. seq., and thereafter report any discovery of a paleontological, cultural or archaeological site or specimen in compliance with the provisions of Section 9-8a-305, Utah Code Annotated, as amended, to SITLA, if such is discovered while conducting due diligence. Each Party will

provide the other Party with copies of all inspection reports prepared in connection with such Party's due diligence.

c. Prior to undertaking any activity or exercising any rights granted in this Agreement, each Party shall obtain, and subsequently maintain in full force and effect throughout the duration of this Agreement, commercial general liability insurance in such amounts as required by the Utah Division of Risk Management. Such policy or policies must name the other Party and any other reasonably required parties to be designated as additional insureds, and must cover damage to property and persons resulting from or connected with any activity of such Party as contemplated under this Agreement.

d. Any entrance onto the SITLA Property or the Cedar City Property during the duration of this Agreement is at the risk of the entering Party, and the other Party will have no liability for any injuries sustained by the entering Party or such Party's employees, agents or contractors. Each Party agrees to indemnify and hold harmless the other Party, and its officers, directors, board of trustees, employees, beneficiaries, contractors and agents from any and all losses, claims, actions, demands, and liabilities which may arise against the other Party or its respective property by virtue of conducting any due diligence. This obligation shall survive Closing or termination of this Agreement.

4. **Representations and Warranties of SITLA.** SITLA represents and warrants to the City, as of the Effective Date and as of the date of Closing, that:

a. Except for the current grazing permits on the SITLA Property which will be terminated on or before Closing, to SITLA's knowledge, there are no encumbrances existing upon the SITLA Property that are not of record;

b. SITLA has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

c. The execution, delivery, and performance by SITLA of this Agreement does not and will not violate, nor be in conflict with, any agreement or instrument to which SITLA is a part or is bound, or any judgment, decree, order, statute, rule or regulation applicable to SITLA;

d. To SITLA's knowledge, there are no claims, actions, suits, or other legal proceedings by any governmental department or agency, or any other entity or person, including any threatened claims or demands in writing, pertaining to the SITLA Property or the transactions contemplated by this Agreement; and

e. SITLA has no liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to its acquisition of the Cedar City Property.

For purposes of this Agreement, whenever the phrases "to SITLA's knowledge", or the "knowledge" of SITLA or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to



investigate, of Gregg McArthur or the successor project manager of SITLA over this portion of SITLA's assets. Such individual(s) will have no personal liability under this Agreement or otherwise with respect to SITLA Property.

5. **Representations and Warranties of Cedar City.** The City represents and warrants to SITLA as of the Effective Date and the date of Closing, that:

a. To the City's knowledge, there are no encumbrances existing upon the Cedar City Property that are not of record;

b. The City is an entity in good standing and licensed to do business in the State of Utah;

c. The City has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and has obtained all necessary company authorizations to do so;

d. The execution, delivery, and performance by the City of this Agreement does not and will not violate, nor be in conflict with, any agreement or instrument to which the City is a part or is bound, or any judgment, decree, order, statute, rule or regulation applicable to the City;

e. To the City's knowledge, there are no claims, actions, suits, or other legal proceedings by any governmental department or agency, or any other entity or person, including any threatened claims or demands in writing, pertaining to the Cedar City Property or the transactions contemplated by this Agreement;

f. The City has no liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to its acquisition of the SITLA Property;

g. The City has obtained all rights, ability, and approvals to freely assign, transfer and convey the Cedar City Property;

h. To the City's knowledge, there are no mechanics', materialmens', contractors', and/or similar liens pending or being asserted against the Cedar City Property; no work has been performed on the Cedar City Property that may subject the Cedar City Property to any of the same; and all contractors have been paid for all work performed on the Cedar City Property; and

For purposes of this Agreement, whenever the phrases "to the City's knowledge", or the "knowledge" of the City or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of Mayor Garth Green and Paul Bittmenn. Such individual will have no personal liability under this Agreement or otherwise with respect to the Cedar City Property.

6. **Disclaimers.** EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 4 AND SECTION 5, RESPECTFULLY, AND

EXCEPT FOR ANY WARRANTY OF TITLE THAT MAY BE CONTAINED IN THE RESPECTIVE CLOSING DOCUMENTS, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED (AND EACH PARTY HEREBY DISCLAIMS ANY SUCH REPRESENTATIONS AND WARRANTIES), AS TO TITLE, USE, ZONING, AVAILABILITY OF UTILITIES, OR OTHER CONDITIONS EXISTING ON THE PROPERTIES SUBJECT TO THIS AGREEMENT. EACH PARTY HAS MADE ALL INVESTIGATIONS OR INQUIRIES THAT IT DEEMS NECESSARY AND ACCEPTS THE PROPERTY THAT IT IS RECEIVING IN ITS PRESENT, AS-IS CONDITION, WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), WITHOUT RIGHT OF RE COURSE AGAINST THE OTHER PARTY, EXCEPT AS OTHERWISE PROVIDED HEREIN. THE RECEIVING PARTY ASSUMES THE RISK THAT ADVERSE PAST, PRESENT, OR FUTURE PHYSICAL CHARACTERISTICS AND CONDITIONS OF THE SITLA PROPERTY OR CEDAR CITY PROPERTY, AS APPLICABLE, MAY HAVE NOT BEEN REVEALED BY INSPECTION OR INVESTIGATION.

7. **Cultural, Archaeological, Paleontological and Antiquities Resources.** Whether before or after Closing, pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative Code R850-60 et seq., upon discovery of a site, historic property, remains, antiquities, critical paleontological resources, or other protected item on the SITLA Property, the City shall immediately cease all activities until such time as the discovery has been evaluated and treated to the Director of SITLA's satisfaction. All specimens on the SITLA Property shall remain the property of the State of Utah and the obligations in this section survive Closing and the issuance of a patent.

8. **Covenants Until Closing.** Except as may otherwise be provided herein, from the Effective Date until the Closing Date, each Party agrees that it shall not, without the prior written consent of the other Party: (i) create a lien or encumbrance on the property that it is exchanging; (ii) sell, lease or otherwise dispose of the property that it is exchanging; (iii) waive, compromise or settle any claim that would adversely affect the ownership, operation or value of the property that it is exchanging; (iv) grant or create any preferential purchase or consent requirement with respect to the property that it is exchanging; (v) alter the property it is exchanging in any way; or (vi) commit to do any of the foregoing.

9. **Possession; Risk of Loss.** Possession and, except as provided in Section 3, all risk of loss and destruction of the SITLA Property shall be borne by SITLA until the Closing, at which time the risk of loss and destruction of the SITLA Property shall be the sole responsibility of the City. Possession and except as provided in Section 3, all risk of loss and destruction of the Cedar City Property shall be borne by the City until the Closing, at which time the risk of loss and destruction of the Cedar City Property shall be the sole responsibility of SITLA.

10. **Default.** In the event of non-performance regarding any provision of this Agreement by either Party and provided the non-performance is not cured within ten (10) business days following written notice, then the Party providing such notice, in addition to any other legal or equitable remedies it may have, may terminate this Agreement without any further

obligation to the non-performing Party. The ten (10) business day cure period described in this Section 10 shall not apply if either of the Parties terminate this Agreement pursuant to Section 3 herein.

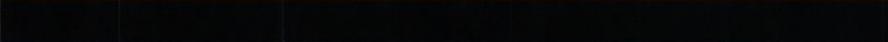
**11. Survival of Covenants/Representations/Warranties/Obligations.** The covenants and obligations of the Parties contained in this Agreement will survive Closing until completed in full and will not be deemed to have merged into the patent or deed delivered in accordance with this Agreement. The representations and warranties of the Parties contained in this Agreement will survive Closing for a period of two (2) years and any claim for indemnification relating to those representations and warranties in this Agreement must be brought within two (2) years after Closing.

**12. Indemnification.**

a. The City hereby fully releases and agrees to indemnify and hold harmless SITLA, its officers, directors, employees, board of trustees, and beneficiaries for, from and against any and all claims, demands, suits, causes of action, investigations, administrative proceedings, other legal proceedings, losses, damages, liabilities, judgments, assessments, settlements, fines, notices of violation, penalties, interest, obligations, responsibilities, costs and injuries, of any kind or nature, to person or property (including reasonable attorneys' fees and costs of litigation), of any kind or character, arising out of breach of any of its covenants, representations, warranties, and/or obligations in this Agreement.

b. SITLA hereby fully releases and agrees to indemnify and hold harmless the City, its officers, directors, and employees for, from and against any and all claims, demands, suits, causes of action, investigations, administrative proceedings, other legal proceedings, losses, damages, liabilities, judgments, assessments, settlements, fines, notices of violation, penalties, interest, obligations, responsibilities, costs and injuries, of any kind or nature, to person or property (including reasonable attorneys' fees and costs of litigation), of any kind or character, arising out of breach of any of its covenants, representations, warranties, and/or obligations in this Agreement.

**13. Taxes, Assessments, and Fees; Liens.** The City acknowledges that the SITLA Property has not been subject to taxes during the period it was held by the State, but that the SITLA Property may be subject to general and special real estate and other ad valorem taxes and assessments, including Farmland Assessment (Greenbelt) rollback taxes, and charges for utilities, and other charges, all of which, if and when due, will be the sole responsibility of the City. The City shall pay all taxes, assessments, and fees assessed against and/or attributable to the Cedar City Property for any and all time periods before the Closing Date, on or before Closing. The City shall not permit any mechanics', materialmen's, contractors and/or similar liens to be placed upon the Cedar City Property or any improvement thereon, and in case of the filing of such lien, the City will promptly pay same and remove the lien from the Cedar City Property on or before Closing.



14. **Attorney's Fees.** In the event of a dispute arising under this Agreement, each Party will bear its own attorneys' fees in any action or dispute between the Parties or otherwise, except as otherwise specifically provided in this Agreement.

15. **Notices.** All communications, consents, and other notices provided for in this Agreement must be in writing and will be effective on the date (i) hand delivered, or (ii) the date which is three (3) business days after being mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) the date which is one (1) business day after being sent overnight by a reputable overnight courier, and, in each case, addressed to the appropriate address first set forth herein, or to such other address as the applicable Party may designate to the other Party in writing.

16. **Waiver.** No waiver of any of the provisions of this Agreement will be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless executed, in writing, by the Party granting the waiver.

17. **Binding Effect; Assignment.** This Agreement is binding upon, and inures to the benefit of the Parties to it and their respective legal representatives, successors, and assigns, but does not benefit or grant any rights to third parties. Notwithstanding, this Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred, in whole or in part, by either Party without the express written consent of the other Party.

18. **Severability.** In the event any provision of this Agreement is held invalid and unenforceable, such provision will be severable from, and such invalidity and unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

19. **Governing Law.** This Agreement is governed by, and construed in accordance with, the laws of the State of Utah without regard to its choice or conflict of laws provisions that may refer the interpretation hereof to the laws of another state.

20. **Forum.** Subject to the exhaustion of required administrative remedies, any action, legal or equitable, arising from or in connection with this Agreement, will be conducted exclusively in the Third District Court for the State of Utah, unless it involves a case with federal jurisdiction, in which case the action will be conducted exclusively in the Federal District Court for the District of Utah.

21. **Interpretation.** The Parties have completely and carefully read the terms of this Agreement, that they understand and accept the terms hereof, that they have the authority to enter into this Agreement, and that they sign the same voluntarily after consulting with counsel. No provision of this Agreement may be construed for or against either Party.

22. **No Relationship.** The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, may be construed as creating a partnership, a joint venture, or the relationship of principal and agent between the Parties hereto.

23. **Time Periods.** In the event the time for the performance of an obligation or the taking of any action hereunder expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

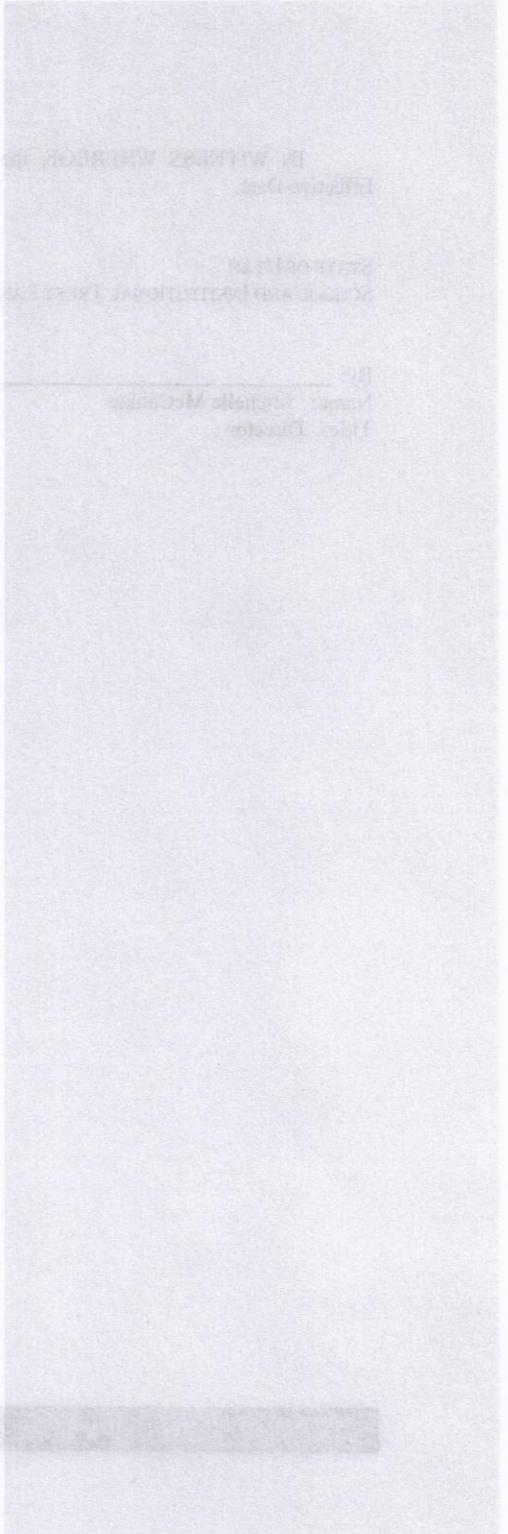
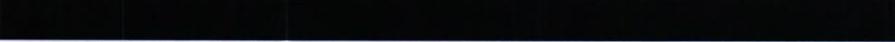
24. **Tax and Zoning Immunity.** Nothing contained in this Agreement is deemed to constitute a waiver of applicable laws providing tax and zoning immunity to state property or any interest therein or income therefrom.

25. **No Waiver of Sovereign Immunity.** By this Agreement, Cedar City and SITLA do-not waive, limit, or modify any sovereign immunity from suit except as to matters specifically provided herein.

26. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties with respect thereto. The exhibits attached to this Agreement are hereby incorporated herein by this reference. No supplement, modification, or amendment of this Agreement is binding unless duly executed in writing by all Parties. There are no representations, agreements, or understandings relating to this Agreement except those expressly set forth herein.

27. **Counterparts.** This Agreement may be executed in counterparts, including by electronic portable document formation, each of which will be deemed an original and together constitute the same Agreement whether or not all Parties execute each counterpart. The parties agree that an electronic version of this Agreement has the same legal effect and/or enforceability as a paper version as per Utah Code Ann. § 46-4-201.

[Remainder of Page Left Blank. Signature Pages to Follow.]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

STATE OF UTAH  
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By: \_\_\_\_\_  
Name: Michelle McConkie  
Title: Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Special Assistant Attorney General

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

CEDAR CITY CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_\_ dated \_\_\_\_\_, 2023

**The SITLA Property**

**SITLA Property A**

Beginning at a point being North 89° 44' 38" West along the section line, 185.97 feet and NORTH 37.85 feet from the Northeast Corner of Section 35, Township 35 South, Range 11 West of the Salt Lake Base and Meridian said point being also on the South Right of Way line of Canyon Center Drive:

Thence South 41° 16' 21" West 179.39 feet;

Thence South 27° 08' 29" West 337.15 feet;

Thence South 86° 58' 42" West 42.44 feet;

Thence North 89° 15' 36" West 196.04 feet;

Thence North 49° 57' 33" West 120.20 feet;

Thence South 17° 56' 41" West 274.97 feet to a point on the north Right of Way line of Nichols Canyon Road;

Thence North 87° 10' 58" West 202.74 feet along said Right of Way;

Thence departing said Right of Way North 02° 49' 02" East 81.77 feet to a point of curvature;

Thence along the arc of a 227.50 foot radius curve to the right, through a central angle of 28° 40' 04", a distance of 113.83 feet to a point of on the arc of a non-tangent curve, (radius point bears North 17° 29' 10" East) said point being also on the southerly bank of a drainage ditch;

Thence northwesterly along the arc of a 174.98 foot radius curve to the right, through a central angle of 39° 51' 39", a distance of 121.73 feet;

Thence North 32° 39' 09" West 72.91 feet to a point on the Southerly Right of Way of North Main Street (State Route 130);

Thence North 56° 52' 55" East 780.94 feet along said Right of Way;

Thence departing said Right of Way South 33° 09' 04" East 190.52 feet;

Thence North 54° 10' 05" East 182.59 feet to a point on the arc of a non-tangent curve, (radius point bears North 54° 10' 05" East) said point being also on the aforementioned South Right of Way line of Canyon Center Drive;

Thence along the arc of a 533.02 foot radius curve to the left, through a central angle of 12° 52' 01", a distance of 119.70 feet along said Right of Way to the POINT OF BEGINNING.

Contains 8.205 acres.

**SITLA Property B**

Beginning at a point being North 89° 44' 38" West along the section line, 901.50 feet and NORTH 164.51 feet from the Northeast Corner of Section 35, Township 35 South, Range 11 West of the Salt Lake Base and Meridian said point being also on the Northerly Right

of Way of Main Street (State Route 130):

Thence South  $56^{\circ} 50' 56''$  West 932.54 feet along said Right of Way to a point on the arc of a non-tangent curve, (radius point bears South  $53^{\circ} 12' 50''$  West) said point being also on the North Right of Way of Nichols Canyon Road;

Thence along the arc of a 788.19 foot radius curve to the left, through a central angle of  $21^{\circ} 08' 18''$ , a distance of 290.79 feet

Thence North  $57^{\circ} 55' 27''$  West 64.26 feet to a point on the Easterly Right of Way of Canyon Ranch Drive;

Thence departing Nichols Canyon Road and running along the aforementioned Easterly Right of Way of Canyon Ranch Drive the following three (3) courses: (1) North  $32^{\circ} 05' 20''$  East 81.16 feet to a point of curvature;

Thence (2) along the arc of a 267.00 foot radius curve to the right, through a central angle of  $34^{\circ} 52' 00''$  a distance of 162.48 feet;

Thence (3) North  $66^{\circ} 57' 19''$  East 570.48 feet;

Thence departing the aforementioned Easterly Right of Way of Canyon Ranch Drive South  $72^{\circ} 03' 19''$  East 376.42 feet to the POINT OF BEGINNING.

Contains 6.765 acres.

**END**

## EXHIBIT B

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_\_ dated \_\_\_\_\_, 2023

### General Depiction of SITLA Property A and SITLA Property B



**EXHIBIT C**

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_ dated \_\_\_\_\_, 2023

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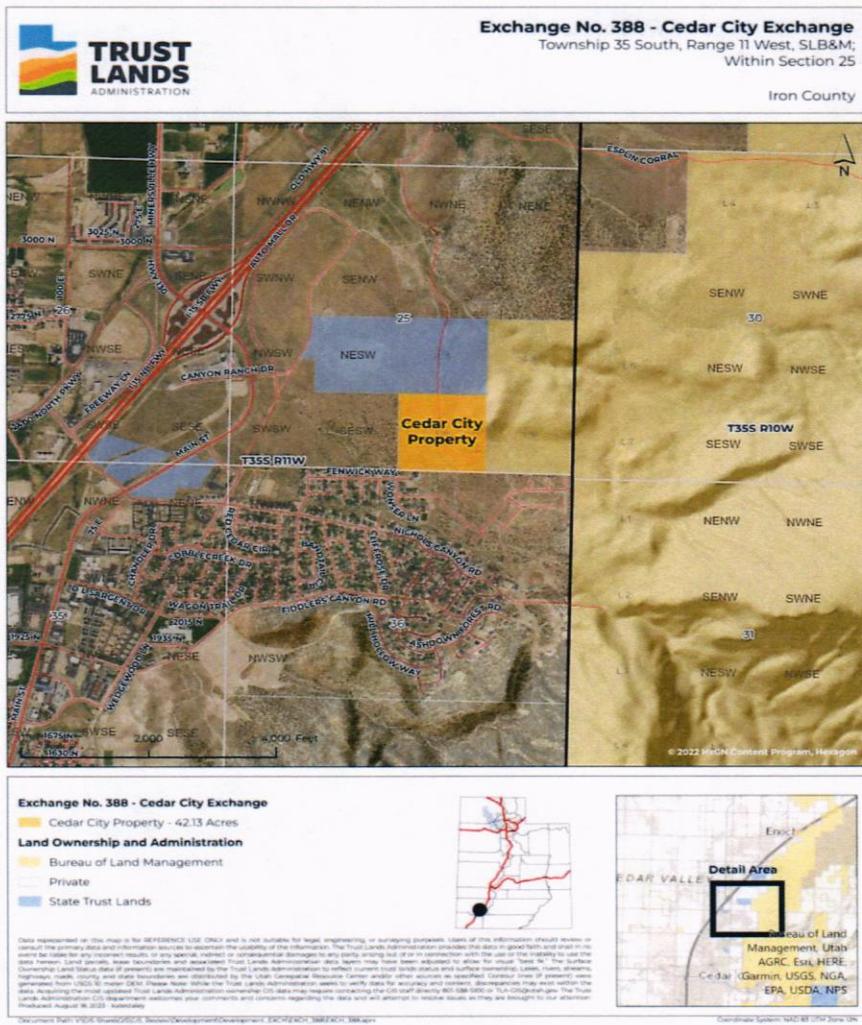
The Cedar City Property

All of Lot 6, Section 25 Township 35 South Range 11 West of the SLB&M,  
Containing 42.13 acres.

## EXHIBIT D

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_\_ dated \_\_\_\_\_, 2023

### General Depiction of Cedar City Property



**EXHIBIT E**

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_\_ dated \_\_\_\_\_, 2023

Form of Patent

**STATE OF UTAH PATENT NO. \_\_\_\_\_**

The State of Utah (the “**State**”) issues this Patent No. [\*] (this “**Patent**”) to Cedar City Corporation with an address of \_\_\_\_\_ (the “**Grantee**”).

**RECITALS**

The School and Institutional Trust Lands Administration (“**SITLA**”) manages lands held in trust by the State of Utah for the benefit of certain named beneficiaries (“**Trust Lands**”), pursuant to Sections 6, 8, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code.

Grantee and SITLA executed Exchange Agreement No. [\*] (the “**Exchange**”) dated [\*], whereby SITLA agreed to grant Grantee [\*] acres of Trust Lands located in Iron County, Utah, as fully described on Exhibit A (the “**Property**”).

Grantee has performed all obligations as required in the Exchange, and the State issues this Patent in accordance with the Exchange.

**GRANT**

I, SPENCER J. COX, Governor of Utah, by virtue of the power and authority vested in me by the laws of the State of Utah, hereby quitclaim to Grantee forever, the Property. The State disclaims all warranties of title and any other warranties available at law. This Patent does not merge with the Certificate.

Excepting and reserving to the State, for the benefit of the trust land beneficiaries:

all coal, oil, gas, and other hydrocarbons and all other mineral deposits, along with the right to reasonably access and use the surface to explore for, develop, and extract those mineral deposits;

all geothermal resources of any kind, along with the right to reasonable access and use the Property to explore for, develop, and use those resources;

all appurtenant water rights; and

all sub-surface void and pore spaces whether naturally existing or created upon the

removal of coal, oil and gas and other mineral deposits, and the right to reasonably access and use the surface and to use those sub-surface void and pore spaces for any purpose.

Subject to all valid, existing rights-of-way, easements, or any other encumbrance in existence as of this date; reservations contained in federal patents and clear lists; all rights-of-way for ditches, tunnels, and telephone transmission lines that may have been or may be constructed by the United States as provided by statute; and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose.

[Signature page and exhibits omitted from this exhibit.]

**END**

**EXHIBIT F**

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_\_ dated \_\_\_\_\_, 2023

**Form of Special Warranty Deed**

**SPECIAL WARRANTY DEED**

Cedar City Corporation, a Utah municipality, grantor, of Cedar City, Iron County, State of Utah, hereby conveys and warrants against all who claim by, through, or under the grantor to:

The State of Utah School and Institutional Trust Lands Administration, grantee,

of Salt Lake City, County of Salt Lake, State of Utah, for the sum of One Dollar and other good and valuable consideration, the tracts or parcels of land, situated in the County of Iron, State of Utah, as more particularly described in Exhibit A attached hereto and incorporated by reference.

Together with all improvements and appurtenances there unto belonging and being subject to easements, rights of way, restrictions and reservations of record; and subject to all matters which an accurate survey or physical inspection of the premises would disclose.

To have and to hold unto the State of Utah School and Institutional Trust Lands Administration, its successors and assigns forever.

Witness the hand of said grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Cedar City Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Acknowledgment omitted from this exhibit]

**END**

Draft 11/1/2023

**EXHIBIT G**

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_\_, dated \_\_\_\_\_, 2023

SITLA Property C

**Commented [A1]: Placeholder for 2.23 Acre Legal Description**

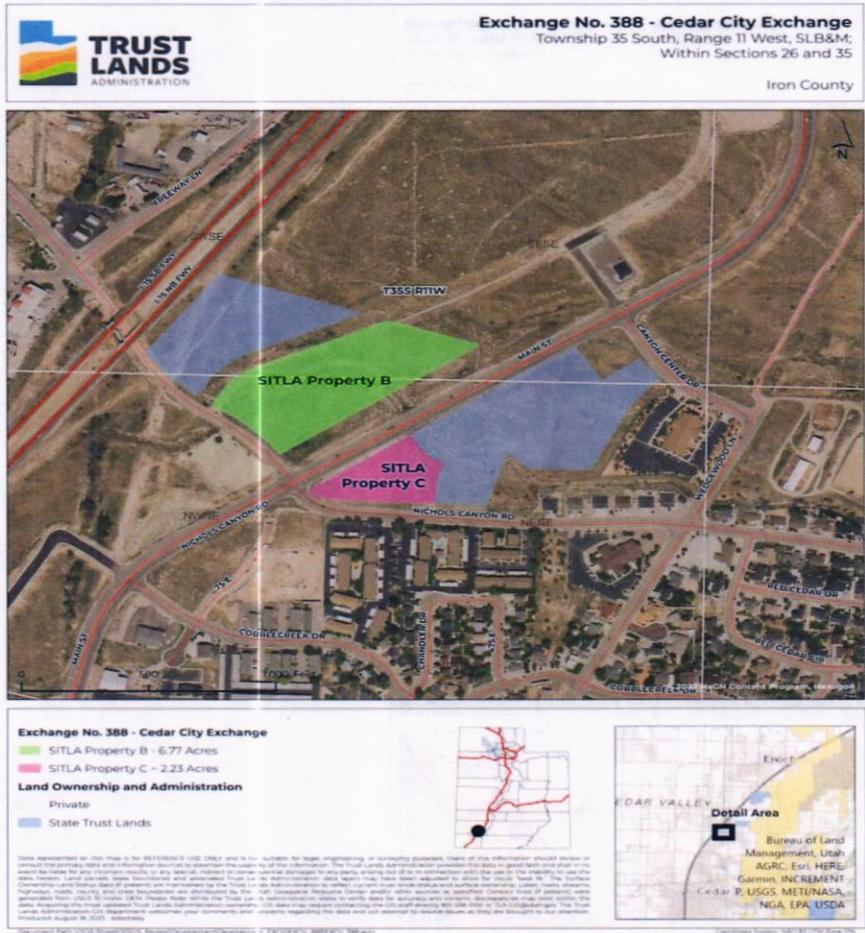
Draft 11/1/2023

## **EXHIBIT G-1**

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_\_ dated \_\_\_\_\_, 2023

### Flood Mitigation Work

### SITLA Property B and C General Depiction



Exchange Agreement 388  
SITLA

### Exhibit G-1

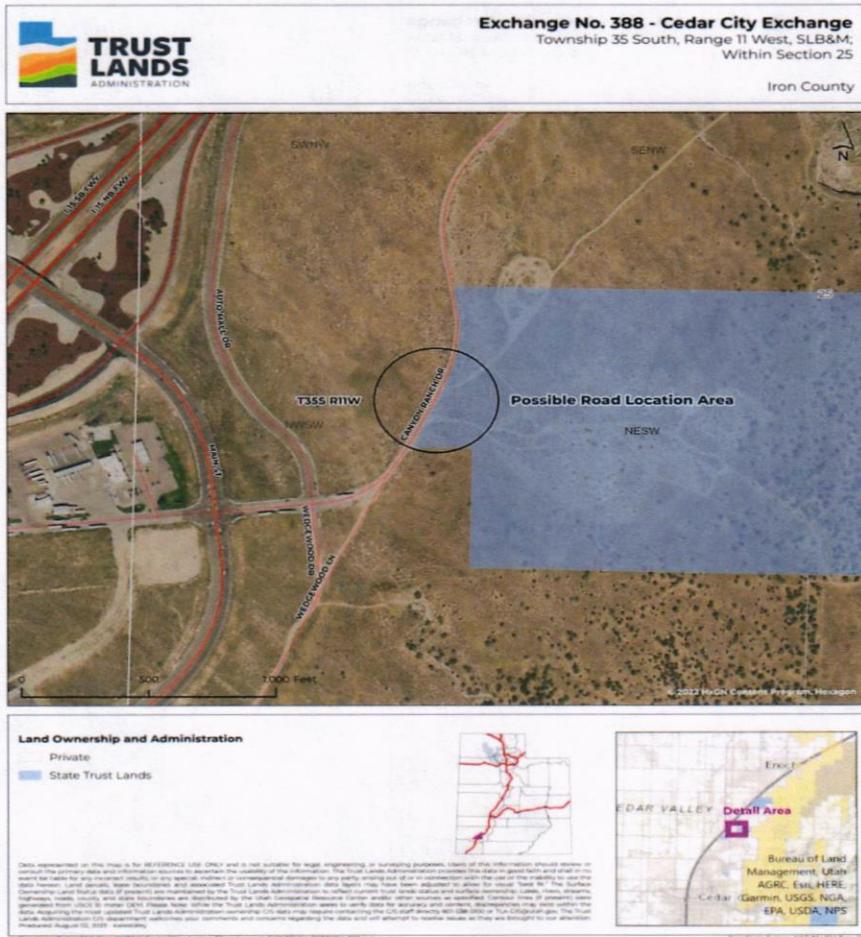
2023  
Cedar City

Draft 11/1/2023

## EXHIBIT H

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_\_ dated \_\_\_\_\_, 2023

### SITLA Road General Depiction



## EXHIBIT I

Exchange Agreement 388  
SITLA

**Exhibit G-1**

2023  
Cedar City

Draft 11/1/2023

Attached to and made part of that certain  
Exchange Agreement \_\_\_\_ dated \_\_\_\_\_, 2023

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Floodplain Mitigation Requirements

**CEDAR CITY COUNCIL**  
**AGENDA ITEMS - 18**  
**DECISION PAPER**

**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** February 5, 2024  
**SUBJECT:** RAP tax distribution revisions

Cedar City's Recreation Arts and Parks (RAP) tax was recently re-approved by the voters for an additional ten (10) years. During the council retreat the council wanted to look at different options for how the RAP tax proceeds are spent. A little background may be helpful. The State of Utah gives local jurisdictions the ability to impose this local option sales tax. The State Statute sets out broad categories of rules related to spending for arts and cultural activities and spending for parks and recreation activities. Cedar City's ordinance follows the State Statutes as far as the broad categories of where to spend the tax revenue. The City's ordinance has two basic rules related to how we split the RAP tax revenue. First, 10% of the total received is set aside for preservation and restoration. Second, the RAP tax is split 33% to arts and 66% to parks and recreation. The total preservation and restoration fund is also allocated 33% arts and 66% parks and recreation. This is the method Cedar City uses to split up the RAP tax.

During the retreat there was some discussion about changing the amount being set aside for preservation and restoration from 10% of the total receipts to 20% of the total receipts. There was also discussion related to changing the distribution formula to 40% arts and 60% parks and recreation. The proposed 40% arts and 60% parks and recreation would also be applied to the total set aside for preservation in order to divide between the two. So, a change to one basic rule will impact the amount of money left for the other basic rule.

The ultimate issue as to what to set aside for preservation and restoration, and how to split between arts and parks/recreation is a policy matter that the City Council has the authority to determine. During the retreat we discussed providing the City Council with some information so they can see what a change in either or both rules would have had for the past five (5) years of RAP tax spending. Included with this decision paper are a number of spreadsheets that give you information about changing the basic rules and what that would have done to the past 5 years of RAP tax funds. The spreadsheets are looking at a calendar year basis for RAP tax collection. Actual RAP tax is collected on a modified fiscal year basis, the calendar year basis included in these spreadsheets was chosen to give a consistent measurement and easier to apply.

The first spreadsheet is titled "analysis". It shows the basic change in revenue to Arts, Parks, and Recreation if the distribution formula was 60% parks and recreation and 40% arts.

The second spreadsheet titled "5 year" shows the amounts allocated under the 33% arts and 66% parks and recreation formula.

The third spreadsheet titled “RAP tax report 06-23” tracks the total tax revenue on a calendar year basis from 2006 through 2023. It also shows the amounts allocated to arts, parks, and recreation under the existing 33% - 66% split.

The fourth spreadsheet titled “data spreadsheet” shows you the calendar year collections and then gives you different ways to split up the money. It shows a 10% preservation and restoration amount and a 20% preservation and restoration amount. It shows you the amount of preservation and restoration that has been set aside for preservation and restoration under the 10% allocation and what would have been set aside for recreation, arts and parks as preservation and restoration under a proposed 20% allocation.

All of the subsequent spreadsheets are graphs displaying the information from the “data spreadsheet” so you can see different comparisons. They change the preservation and restoration reserve allocation from 10% to 20% and show what that would have looked like for the past 5 years for arts and for parks and recreation. They change the basic allocation from 33% - 66% to 40% - 60% and show what that would have looked like over the past 5 calendar years.

All of this information is provided to hopefully give you a look at how much the RAP tax revenue has benefited arts, parks, and recreation over the past 18 years, and what it would have looked like over the past 5 years if the proposed changes were implemented. The policy decision regarding how the RAP tax revenue is split up is still up to the City Council. If there is additional data or information staff can provide, please let us know. If you have any questions, please contact myself or Jason. Thank you.

### RECREATION ARTS & PARKS SALES TAX

|  | <b>2019</b> | <b>2020</b> | <b>2021</b>  | <b>2022</b>  | <b>2023*</b> | <b>5 Year Total</b> |
|--|-------------|-------------|--------------|--------------|--------------|---------------------|
|  | \$ 705,024  | \$ 833,163  | \$ 1,047,389 | \$ 1,180,196 | \$ 1,152,157 | \$ 4,917,928        |

|            |         |         |         |         |         |           |
|------------|---------|---------|---------|---------|---------|-----------|
| Parks      | 235,008 | 277,721 | 349,130 | 393,399 | 384,052 | 1,639,309 |
| Recreation | 235,008 | 277,721 | 349,130 | 393,399 | 384,052 | 1,639,309 |
| Arts       | 235,008 | 277,721 | 349,130 | 393,399 | 384,052 | 1,639,309 |

|                  |         |         |         |         |         |           |
|------------------|---------|---------|---------|---------|---------|-----------|
| Parks - 30%      | 211,507 | 249,949 | 314,217 | 354,059 | 345,647 | 1,475,379 |
| Recreation - 30% | 211,507 | 249,949 | 314,217 | 354,059 | 345,647 | 1,475,379 |
| Arts - 40 %      | 282,009 | 333,265 | 418,956 | 472,078 | 460,863 | 1,967,171 |

#### Revenue Gain / (Loss) From Change

|                  |          |          |          |          |          |           |
|------------------|----------|----------|----------|----------|----------|-----------|
| Parks - 30%      | (23,501) | (27,772) | (34,913) | (39,340) | (38,405) | (163,931) |
| Recreation - 30% | (23,501) | (27,772) | (34,913) | (39,340) | (38,405) | (163,931) |
| Arts - 40 %      | 47,002   | 55,544   | 69,826   | 78,680   | 76,810   | 327,862   |

\*The month of December is projected.

## CEDAR CITY CORPORATION

RECREATION ARTS & PARKS SALES TAX REPORT

**Assuming 10% set aside for preservation and restoration, 33% going to arts and 66% going to parks and recreation**

| calendar year | total RAP tax received per calendar year | 10 % of total received to preservation/restoration reserve | 33% reserve to arts | 66% reserve to parks and recreation | total budgeted  | 33% arts      | 66% parks and recreation |
|---------------|------------------------------------------|------------------------------------------------------------|---------------------|-------------------------------------|-----------------|---------------|--------------------------|
| 2023 \$       | 1,152,157.00 \$                          | 115,215.70 \$                                              | 38,021.18 \$        | 76,042.36 \$                        | 1,036,941.30 \$ | 342,190.63 \$ | 684,381.26               |
| 2022 \$       | 1,180,196.00 \$                          | 118,019.60 \$                                              | 38,946.47 \$        | 77,882.94 \$                        | 1,062,176.40 \$ | 350,518.21 \$ | 701,036.42               |
| 2021 \$       | 1,047,389.00 \$                          | 104,738.90 \$                                              | 34,563.84 \$        | 69,127.67 \$                        | 942,650.10 \$   | 311,074.53 \$ | 622,449.07               |
| 2020 \$       | 833,163.00 \$                            | 83,316.30 \$                                               | 27,494.38 \$        | 54,988.76 \$                        | 749,846.70 \$   | 247,449.41 \$ | 494,398.82               |
| 2019 \$       | 705,024.00 \$                            | 70,502.40 \$                                               | 23,265.79 \$        | 46,531.58 \$                        | 634,521.60 \$   | 209,392.13 \$ | 418,784.26               |

**Assuming 10% set aside for preservation and restoration, 40% going to arts and 60% going to parks and recreation**

| calendar year | total RAP tax received per calendar year | 10 % of total received to preservation/restoration reserve | 40% reserve to arts | 60% reserve to parks and recreation | total budgeted  | 40% arts      | 60% parks and recreation |
|---------------|------------------------------------------|------------------------------------------------------------|---------------------|-------------------------------------|-----------------|---------------|--------------------------|
| 2023 \$       | 1,152,157.00 \$                          | 115,215.70 \$                                              | 46,086.28 \$        | 69,129.42 \$                        | 1,036,941.30 \$ | 414,776.52 \$ | 622,164.78               |
| 2022 \$       | 1,180,196.00 \$                          | 118,019.60 \$                                              | 47,207.84 \$        | 70,811.76 \$                        | 1,062,176.40 \$ | 424,870.56 \$ | 637,305.84               |
| 2021 \$       | 1,047,389.00 \$                          | 104,738.90 \$                                              | 41,895.56 \$        | 62,843.34 \$                        | 942,650.10 \$   | 377,060.04 \$ | 565,590.06               |
| 2020 \$       | 833,163.00 \$                            | 83,316.30 \$                                               | 33,326.52 \$        | 49,989.78 \$                        | 749,846.70 \$   | 299,938.68 \$ | 449,908.02               |
| 2019 \$       | 705,024.00 \$                            | 70,502.40 \$                                               | 28,200.96 \$        | 42,301.44 \$                        | 634,521.60 \$   | 253,808.64 \$ | 418,784.26               |

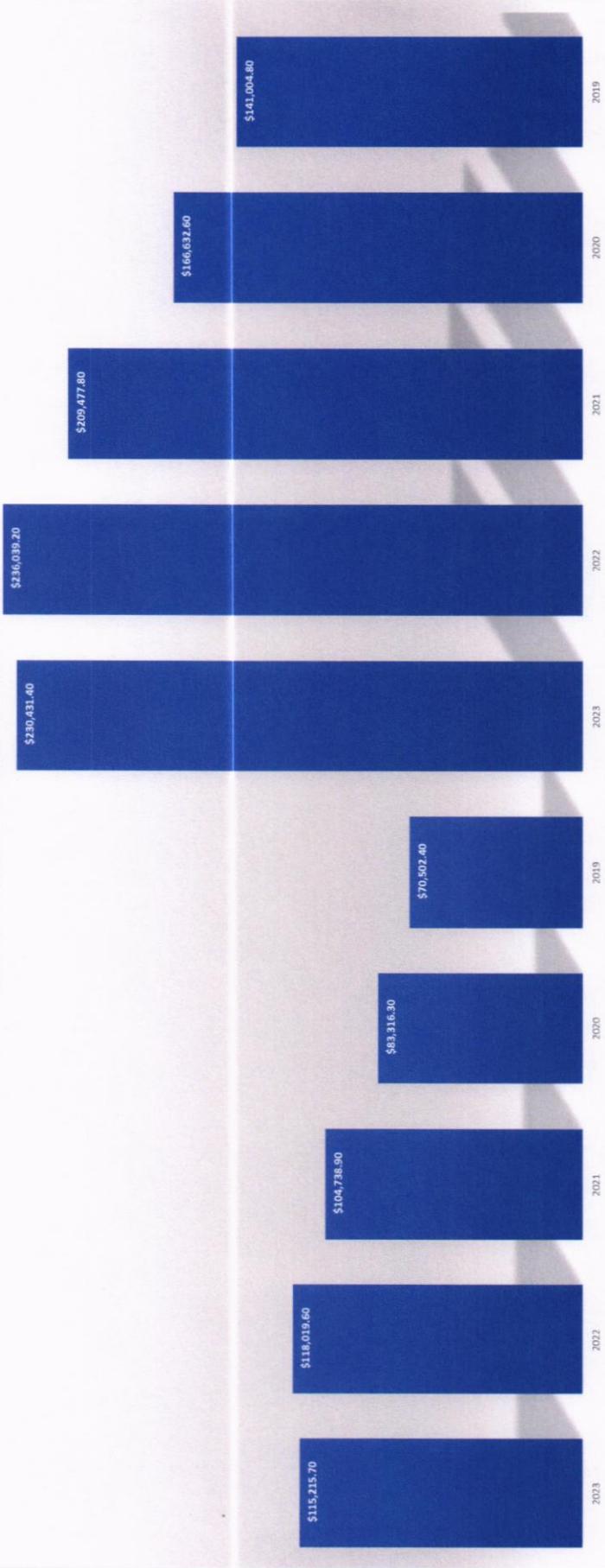
**Assuming 20% set aside for preservation and restoration, 33% going to arts and 66% going to parks and recreation**

| calendar year | total RAP tax received per calendar year | 20 % of total received to preservation/restoration reserve | 33% reserve to arts | 66% reserve to parks and recreation | total budgeted | 33% arts      | 66% parks and recreation |
|---------------|------------------------------------------|------------------------------------------------------------|---------------------|-------------------------------------|----------------|---------------|--------------------------|
| 2023 \$       | 1,152,157.00 \$                          | 230,431.40 \$                                              | 76,042.36 \$        | 152,084.72 \$                       | 921,725.60 \$  | 304,169.45 \$ | 608,338.90               |
| 2022 \$       | 1,180,196.00 \$                          | 236,039.20 \$                                              | 77,882.94 \$        | 155,785.87 \$                       | 944,156.80 \$  | 311,571.74 \$ | 623,143.49               |
| 2021 \$       | 1,047,389.00 \$                          | 209,477.80 \$                                              | 69,127.67 \$        | 138,255.35 \$                       | 837,911.20 \$  | 276,510.70 \$ | 553,021.39               |
| 2020 \$       | 833,163.00 \$                            | 166,632.60 \$                                              | 54,988.76 \$        | 109,977.52 \$                       | 666,530.40 \$  | 219,955.03 \$ | 439,910.06               |
| 2019 \$       | 705,024.00 \$                            | 141,004.80 \$                                              | 46,531.58 \$        | 93,063.17 \$                        | 564,019.20 \$  | 186,126.34 \$ | 372,252.67               |

**Assuming a 20% set aside for preservation and restoration, 40% going to arts and 60% going to parks and recreation.**

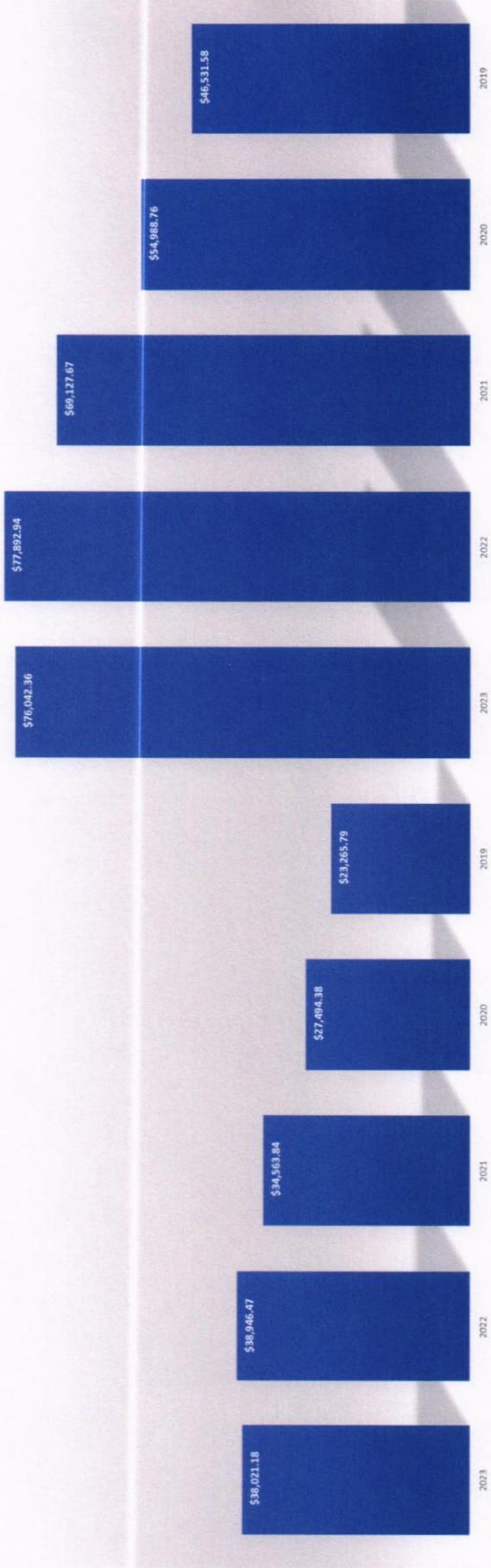
| calendar year | total RAP tax received per calendar year | 20 % of total received to preservation/restoration reserve | 40% reserve to arts | 60% reserve to parks and recreation | total budgeted | 40% arts      | 60% parks and recreation |
|---------------|------------------------------------------|------------------------------------------------------------|---------------------|-------------------------------------|----------------|---------------|--------------------------|
| 2023 \$       | 1,152,157.00 \$                          | 230,431.40 \$                                              | 92,172.56 \$        | 138,258.84 \$                       | 921,725.60 \$  | 368,690.24 \$ | 553,035.36               |
| 2022 \$       | 1,180,196.00 \$                          | 236,039.20 \$                                              | 94,415.68 \$        | 141,673.52 \$                       | 944,156.80 \$  | 377,662.72 \$ | 566,494.08               |
| 2021 \$       | 1,047,389.00 \$                          | 209,477.80 \$                                              | 83,791.12 \$        | 125,686.68 \$                       | 837,911.20 \$  | 335,164.48 \$ | 502,746.72               |
| 2020 \$       | 833,163.00 \$                            | 166,632.60 \$                                              | 66,653.04 \$        | 99,979.56 \$                        | 666,530.40 \$  | 266,612.16 \$ | 399,918.24               |
| 2019 \$       | 705,024.00 \$                            | 141,004.80 \$                                              | 46,531.58 \$        | 42,301.44 \$                        | 634,521.60 \$  | 253,808.64 \$ | 418,784.26               |

## Total Preservation and Restoration 10% vs. 20%

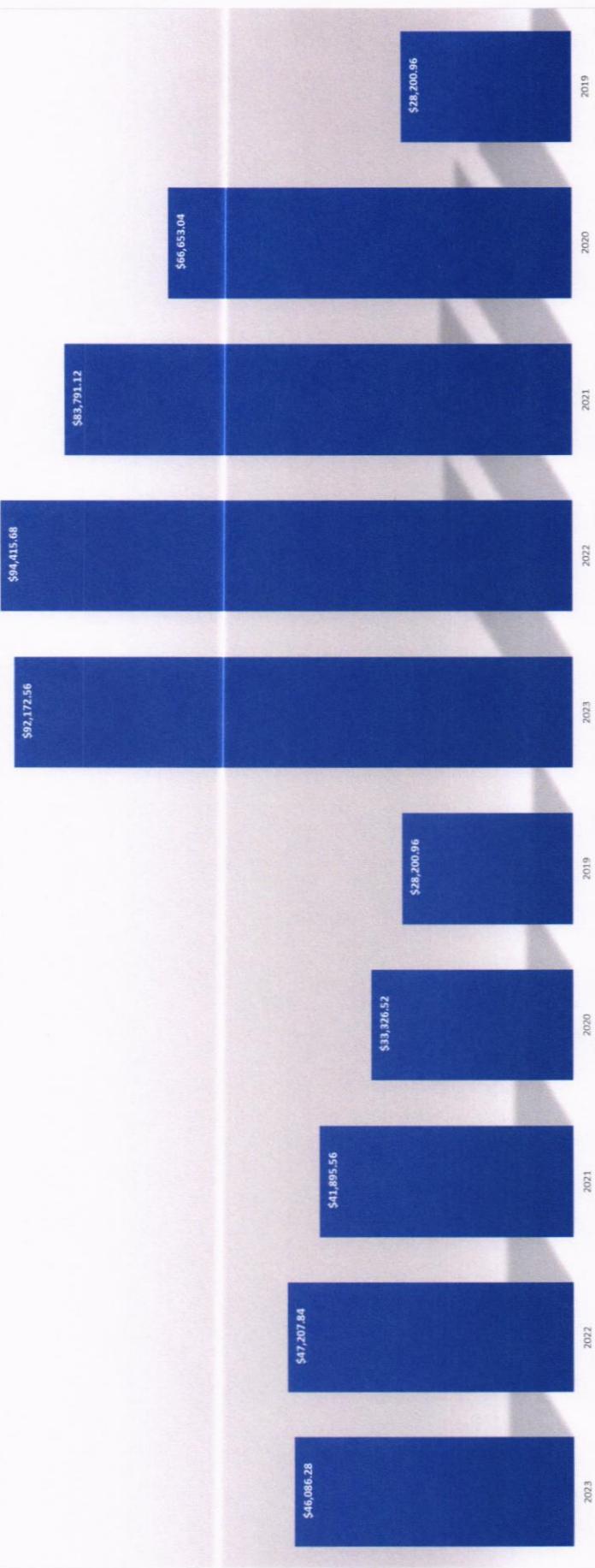


Arts reserve 10% and 20%. Distribution 33%

2023 2022 2021 2020 2019



Arts Reserve 10% and 20%, Distribution 40%



Parks and Recreation reserve 10% vs. 20%. 66% distribution

