



## **Memorandum**

**To:** Planning Commission  
**From:** Niall Connolly, Principal Planner  
**Date:** August 16th, 2024  
**Re:** Design Development Review, Hotel Remodel at 792 Zion Park Blvd

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### **Introduction**

The Hotel at 792 Zion Park Blvd is currently undergoing an extensive remodel as part of a rebrand from La Quinta to Marriott Tribute. To date, the improvements have been mostly internal, and were approved under building permits. Some external improvements are now proposed, and these improvements are the subject of this DDR application. They are as follows:

- Some changes to the outdoor lighting
- New canopy/ arbor extending from the front of the restaurant/ lobby building.
- Changes to some materials at the Port Cochere and Lobby Building front.
- New gates and replacement gates and railings in a number of locations.
- Landscaping improvements
- Fire pit
- Pet waste stations

### **Development Agreement**

This property is governed by a Development Agreement, which is the de facto zoning for this parcel. Where the development agreement is silent, the standard Central Commercial zoning applies. The Development Agreement is appended to this report for reference. Some key elements of the agreement are as follows:

- The Town Code, as it existed in November 2015 applies, rather than the current Town Code.
- This property is allowed a total of 164 transient lodging units.
- The minimum front setback is reduced to 3 ft, to allow for a permanent patio cover over the restaurant space at the lobby building. NOTE: this reduced setback only applies for a patio cover.

### **Proposed Improvements**

#### **1. Outdoor Lighting**

The Development Agreement includes a provision that made the Town Code at the time of the agreement (November 2015) remain applicable in perpetuity. The outdoor lighting ordinance that was in place at the time differed from the current ordinance in a few respects:

- There was no “lumen cap” per acre for properties.
- Outdoor lights were required to be downward facing, but there was no requirement for the 2 inch shade on light fixtures that exists now.

The applicant propose to make the following changes to the outdoor lighting:

- Remove the existing illuminated bollards from the parking lot island.
- Remove the existing illuminated bollards outside the hotel buildings, and replace them with dark sky compliant bollards (model SPJ-34LR - see figure 1)
- Install 2” sheet metal shroud on existing 14 ft pole lights.
- The proposed new lights comply with the color temperature requirement of 3,000 degrees Kelvin or less.
- No changes are proposed to existing sconce and can lights.



## SPJ-34LR

Model:	SPJ-34LR
Shown:	Matte Bronze
Material:	Solid Brass
Finish:	Specify
Electrical:	12V or 120V
Engine:	FB-LS2
Lumens:	150
Color Temp:	2700K
Mounting:	Direct Burial, 1/2" NPT Option Available
LED:	Nichia Forever Bright

Resources:

**Figure 1. Proposed illuminated bollards**

The applicant has provided a calculation which shows that the total lumens on the property are within the limits for its acreage. This is not a requirement here however, because it was not required under the 2015 ordinance. We welcome that the applicant has decided to voluntarily comply with today’s ordinance. The Planning Commission can review drawing no. ES101 (Electrical and Lighting Plan) for more details of the lighting plan.



## 2. New Canopy/ Arbor

The proposals include extending the existing steel arbor at the front of the property. The extension is shown in figures 2,3 and 4 below:

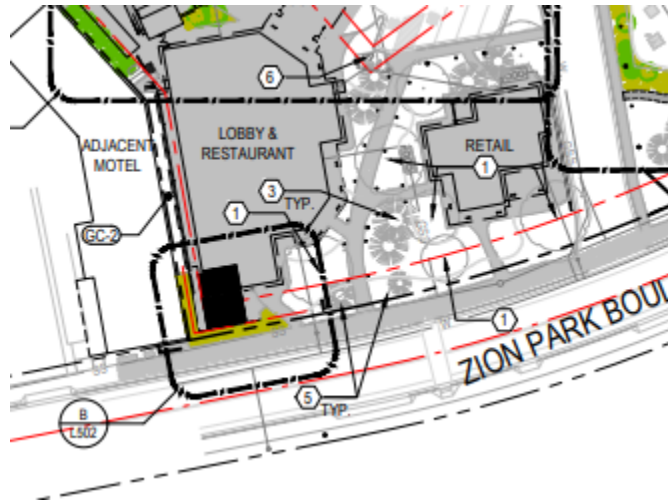


Figure 2. Area of arbor/ canopy extension shown as black rectangle.

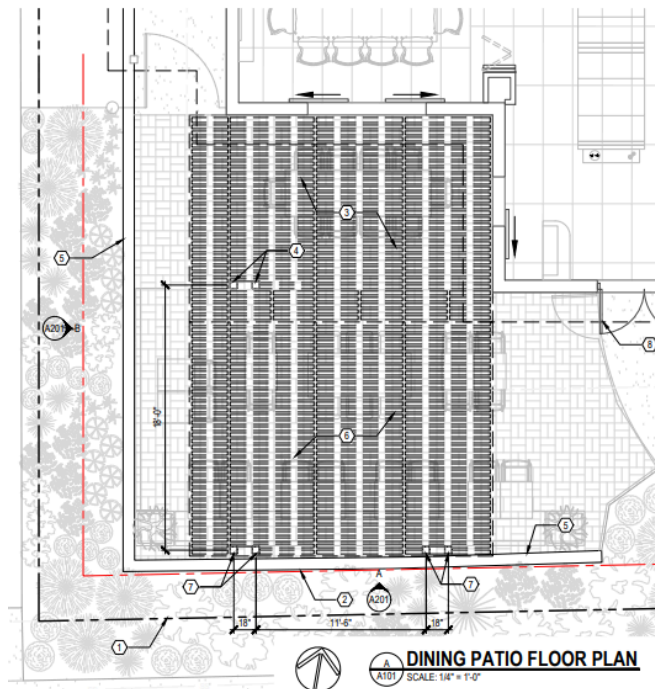
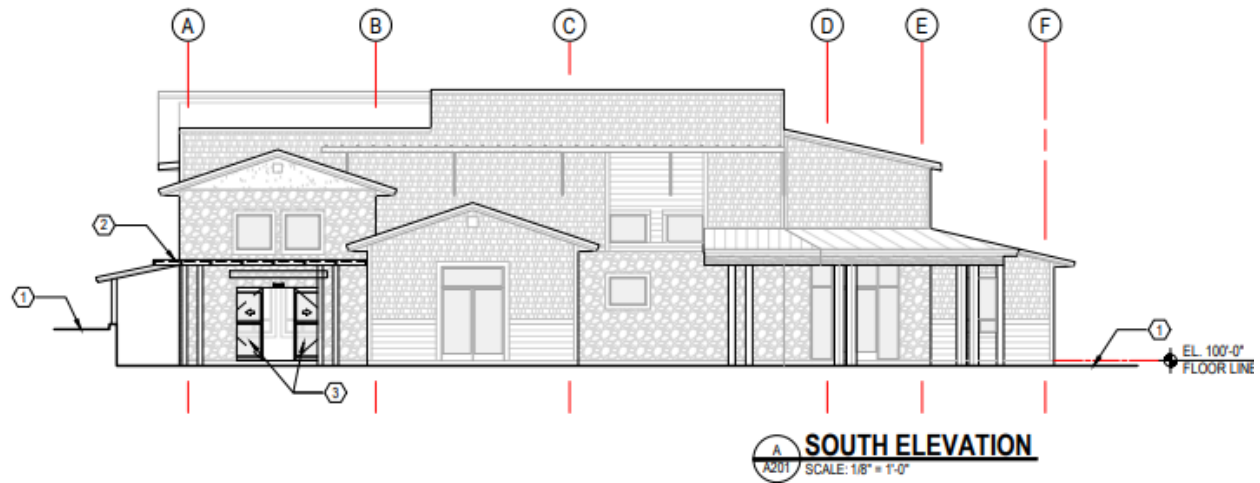


Figure 3. Close up plan of arbor



**Figure 4. Arbor/ canopy extension in elevation (labeled “2”)**

It is proposed that the extended arbor will match the existing material, which is a rusted metal (see photograph in figure 5).



**Figure 5. Existing arbor/ canopy which is proposed to be extended**

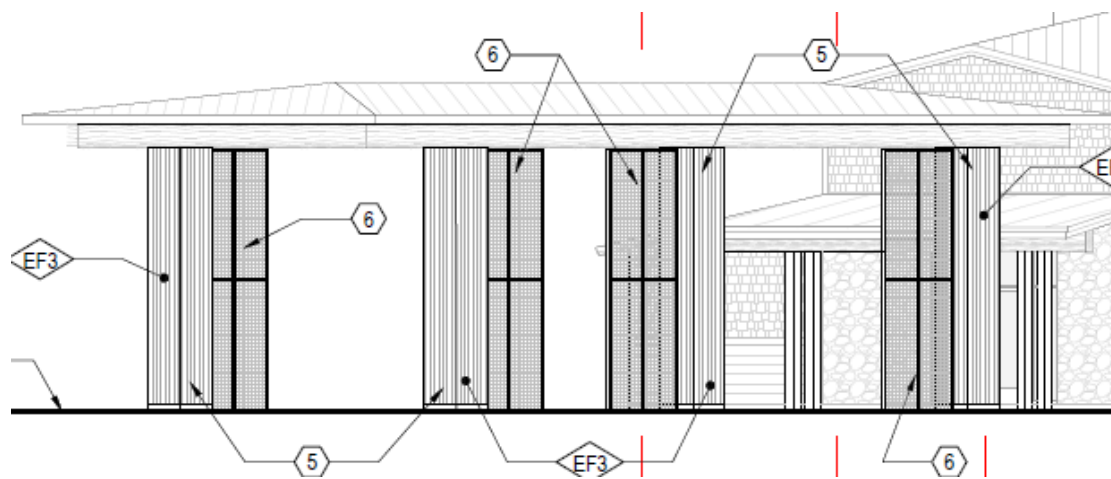
The arbor extension will be 3 ft setback from the SR-9 right of way. Under normal circumstances, this would not be acceptable. However, the Development Agreement specifically allows a covered patio at this location to be built 3 ft from the SR-9 right of way:

(ii) The front setback shall be reduced for the purpose of a permanent patio cover over the restaurant space at the La Quinta lobby building to no less than three feet (3') from the UDOT right-of-way.

The proposed arbor extension respects this 3 ft setback.

### 3. Changes to building materials at the Porte- Cochere and Lobby Building front

The proposed changes to the porte-cochere involve removing the existing stone finish on the columns and replacing it with wood paneling (western red cedar). In addition, it is proposed to add decorative metal screens.



**Figure 6. Changes to finishes on the porte-cochere**

The proposed changes to the lobby building elevations will use exact matches of the existing materials. These include the stone finishes and shingle siding. Details of these elevation changes are found on sheet A201 of the drawing pack. Figure 7 below shows the existing stone and siding finishes that will be replicated.



**Figure 7. Existing finishes to be replicated**

4. New gates and railings in a number of locations

New gates and replacement gates and railings are proposed around the pool area and behind the lobby/restaurant building. These new gates and railings will match the existing gates and railings that are on site, in size, color and material (see figures 8 and 9)





**Figure 8. Existing gate on the site**



**Figure 9. Existing railing/ fencing on site**

## **5. Landscape Improvements**

The project includes landscape improvements. None of the existing landscaped areas or trees are proposed to be removed. The improvements are mostly limited to adding additional planting for screening at specific locations within the hotel property. A planting legend is included in the drawing pack. All of the proposed species are drought tolerant.

## 6. Fire Pit and Pet Waste Stations

The improvements also include a fire pit, and a number of pet waste stations. A photograph of the type of proposed waste station is shown in figure 10. The application pack includes a spec for the fire pit.



**Figure 10. Pet waste station**

### ***Applicable Ordinances***

The Commission may wish to refer to the following ordinances to help inform the review of this application:

- Section 10- 11A: Central Commercial Zone
- Section 10- 16: Architectural Standards and Design Guidelines
- Section 10- 17: Color Palette
- Section 10- 18: Landscaping
- Section 10-15C: Outdoor Lighting

In addition, the Commission should refer to the Development Agreement that applies to this property.

## Staff Analysis

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Comments</i>
<i>Setbacks</i>	<p>The central commercial zone has a graduated requirement for front setbacks, which is dependent on the size and height of a building.</p> <p>However, the Development Agreement allows for a permanent patio roof to be built at the front of the lobby/ restaurant building. The minimum front setback is reduced to 3 ft from the SR-9 right of way, for this patio roof.</p>	<p>The arbor/ canopy is proposed to be extended to the front of the lobby/ restaurant building. It will be 3 ft from the SR-9 right of way.</p>	<p>Complies with the Development Agreement, which is the de facto zoning for this parcel.</p>
<i>Materials and Colors</i>	<p>The external colors and materials of commercial buildings must comply with chapters 10-16 and 10-17 of the Town Code.</p>	<p>The proposed changes to the materials at the porte-cochere, restaurant front, and replacement gates and railings, all match the existing colors and materials, which comply with the Code.</p>	<p>Complies.</p>
<i>Landscaping</i>	<p>40% of the property must be landscaped or natural open space. A minimum of 30% of the property must be landscaped.</p> <p>The Code includes minimum quantities for trees and shrubs (one tree for every 1,000 sq ft of landscape and four shrubs for every 1,000 sq ft of landscape).</p>	<p>The minimum landscape areas exist on the property at present. No reduction in landscape is proposed.</p> <p>The quantity of trees and shrubs currently exceeds minimum requirements. No plant species are proposed to be removed. Additional planting is proposed for screening in various</p>	<p>Complies</p>

	80% of the plant species must be drought tolerant.	parts of the property.  All of the proposed plant species are drought tolerant.	
<i>Outdoor Lighting</i>	<p>The Development Agreement which governs this property states that the November 2015 version of the Town Code applies.</p> <p>The outdoor lighting ordinance at that time did not include a maximum lumens per acre requirement. Nor did it require a 2 inch shade on all outdoor lights.</p> <p>NOTE: The outdoor lighting ordinance passed in 2021 introduces an amortization that all lighting will be brought into compliance with the latest standards by 2028.</p>	<p>Although not strictly required, the applicant proposes to make adjustments to outdoor lighting to bring the property into closer compliance with today's outdoor lighting ordinance.</p> <p>This includes removing some bollards to get below the maximum lumens per acre, introducing 2 inch shades on some light poles, and installing new compliant bollards.</p>	Complies.

### ***Planning Commission Action***

The Planning Commission should review the proposed Design Development Review Permit to determine if it complies with the applicable standards in the Town Ordinance. Staff recommends the Commission specifically consider the following:

- Does the proposal comply with the Development Agreement?
- Does the proposed development meet all the requirements of the Central Commercial (CC) Zone?
- Does the proposed development meet all the requirements of the Architectural Standards and Design Guidelines ordinance?
- Does the proposed development meet all the requirements of the Landscaping ordinance?



- Does the proposed development meet all the requirements of the Color Palette ordinance?
- Does the proposed development meet all the requirements of the Outdoor Lighting ordinance?

***Sample Motion Language***

The Planning Commission may refer to the following sample language when making a motion on the application:

*The Planning Commission **approves/ denies** the proposed Design Development Review for the remodel at the hotel at 792 Zion Park Blvd as discussed at the Commission meeting on August 21st, 2024. The motion is based on the following findings:*

[LIST FINDINGS]

***Enclosures:***

**Appendix A: Application Pack**

**Appendix B: Development Agreement**

## Appendix A




# SPRINGDALE HOTEL SITE RENOVATION

792 ZION PARK BOULEVARD  
SPRINGDALE, UTAH 84767

SITE PLAN REVIEW  
06 / 27 / 2024

INDEX TO DRAWINGS	
GENERAL:	
G01	COVER SHEET
SITE:	
AS101	SITE PLAN
AS501	ENLARGED SITE PLAN
AS502	ENLARGED SITE PLAN
LANDSCAPE:	
L101	LANDSCAPE PLAN PLAN
L501	ENLARGED LANDSCAPE PLAN
L502	ENLARGED LANDSCAPE PLAN
ARCHITECTURAL:	
A101	FLOOR PLANS
A201	EXTERIOR ELEVATIONS
ELECTRICAL:	
ES101	ELECTRICAL & LIGHTING SITE PLAN



**VANZEBEN**  
ARCHITECTURE  
2032 Lincoln Avenue  
Ogden, Utah 84401  
801-627-2400

This drawing was produced on a 24"x 36" sheet. If it has been printed on any other size sheet, it is likely a reduced copy. Scale accordingly.

PROJECT NO:	23004
DRAWN BY:	MJV
CHECKED BY:	DJV

REVISIONS:



ZONING & PARKING REQUIREMENTS			
PARCEL NUMBER:	S-ELKR-1		
ZONE:	CC (CENTRAL COMMERCIAL)		
BUILDING USE:	HOTEL & RESTAURANT		
SETBACKS	YARD	DISTANCE	
	FRONT	15 FT. - 45 FT.	
	REAR	10 FT. / 20 FT.	
	SIDE	10 FT.	
MAX. BUILDING HEIGHT:	26 FT.		
COVERAGE:			
	AREA (SQ. FT.)	% REQ.	% OF LOT
LOT AREA	373,478	-	-
BUILDINGS	63,557	-	17.02%
PAVING	111,365	-	29.82%
OPEN SPACE	198,556	40% MIN.	53.16%
LANDSCAPING	113,056	30% MIN.	30.27%
PARKING MATRIX			
BUILDING AREA:		SQ. FT.	
USE	RATIO	REQ. STALLS	
HOTEL	1/KEY + 1/20 KEYS (EMP.)	139	
RESTAURANT	1/400 SQ. FT.	14	
STALLS REQUIRED			167
STALLS PROVIDED			209

OWNER: SPRINGDALE HOTEL PARTNERS LLC  
PROJECT: SPRINGDALE HOTEL SITE RENOVATION  
LOCATION: 792 ZION PARK BOULEVARD, SPRINGDALE, UTAH 84767



COVER SHEET

SHEET NUMBER:  
**G01**  
DATE: 06/27/2024

## PROJECT DIRECTORY

### LANDSCAPE ARCHITECT

VANZEBEN ARCHITECTURE  
2032 LINCOLN AVENUE  
OGDEN, UT 84401

PHONE: (801) 627-2400

CONTACT: JOHAN VANZEBEN

### ARCHITECT

VANZEBEN ARCHITECTURE  
2032 LINCOLN AVENUE  
OGDEN, UT 84401

PHONE: (801) 627-2400

CONTACT: DAN VANZEBEN

### OPERATOR

AZUL HOSPITALITY GROUP  
800 WEST IVY STREET, SUITE D  
SAN DIEGO, CA 92101

PHONE: (619) 223-4200

CONTACT: JEFF ZOGG

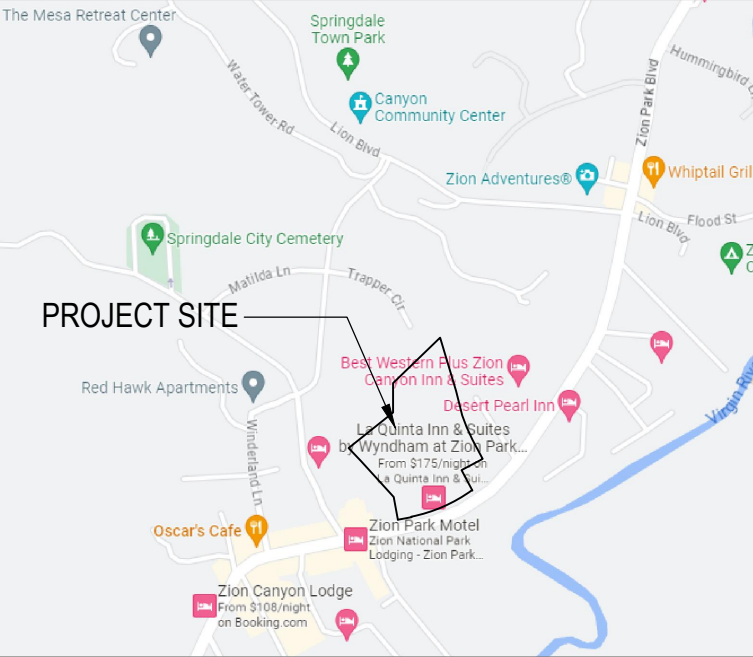
### OWNER

SPRINGDALE HOTEL PARTNERS LLC  
748 WEST HERITAGE PARK BOULEVARD, SUITE 203  
LAYTON, UT 84041

PHONE: (801) 776-0232

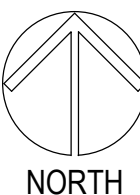
CONTACT: GABBY ROSS, GARRETT GOFF

## VICINITY MAP





PLOT DATE: 6/27/2024



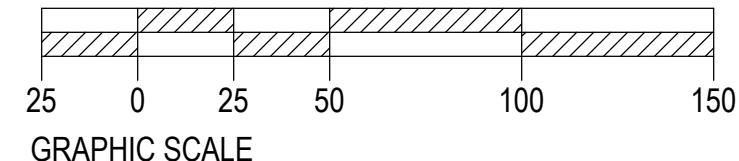
**SITE PLAN**  
SCALE: 1" = 50'-0"

#### SITE PLAN KEYNOTES:

1. PROPERTY LINE.
2. EXISTING PARKING LOT TO REMAIN. REPAIR DAMAGED SECTIONS OF ASPHALT, RE-SEAL AND RE-STRIPE PARKING LOT.
3. EXISTING UTILITY POLE.
4. EXISTING ELECTRICAL SECTIONALIZER.
5. EXISTING ELECTRICAL TRANSFORMER.
6. EXISTING SEWER MAIN.
7. EXISTING GREASE INTERCEPTOR.
8. EXISTING WATER MAIN.
9. EXISTING WATER METER.
10. EXISTING FIRE HYDRANT.
11. EXISTING PROPANE TANKS.
12. EXISTING POLE LIGHT TO REMAIN. REFER TO ES101.
13. EXISTING BOLLARD LIGHT TO BE REPLACED. REFER TO ES101.
14. REMOVE EXISTING BOLLARD LIGHTS IN PARKING LOT ISLAND. REFER TO ES101.
15. EXISTING CONCRETE WALK TO REMAIN.
16. PROTECT EXISTING TREE TO REMAIN. REFER TO L101.
17. EXISTING HOTEL MONUMENT TO BE REPLACED. SEPARATE SIGNAGE PERMIT REQUIRED.
18. PROPOSED NEW MONUMENT SIGN FOR RESTAURANT. SEPARATE SIGNAGE PERMIT REQUIRED.
19. NEW PAINTED DIRECTIONAL ARROWS, WHITE. "ONE WAY" LETTERING TO BE 18" HIGH WITH 4" MIN. STROKE.
20. INSTALL (2) 2" CONDUITS W/ PULL STRING FOR FUTURE FIBER.
21. PET WASTE STATION. ZERO WASTE USA, 'THE SENTRY' DOG WASTE STATION, JJB006-GRN.

#### SITE PLAN GENERAL NOTES:

- A. ALL WORK SHALL CONFORM TO TOWN OF SPRINGDALE REQUIREMENTS.
- B. VERIFY EXISTING CONDITIONS BEFORE COMMENCING WITH WORK.
- C. SLABS ON GRADE SHALL BE SCORED (1/4 DEPTH OF SECTION) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH. PLACE TO PREVENT RANDOM CRACKING.
- D. EXPANSION JOINTS SHALL BE PLACED AGAINST OBJECTS AND AT FIXED CHANGES IN DIRECTION BUT NOT TO EXCEED 50 FT.
- E. CONCRETE WATERWAYS, CURBS, GUTTERS AND WALKS SHALL BE SCORED AT INTERVALS NOT EXCEEDING 10 FT. AND EXPANSION JOINTS SHALL NOT EXCEED 50 FT.
- F. UNLESS NOTED OTHERWISE, SLABS ON GRADE SHALL BE PLACED ON 4" THICK GRAVEL BASE, COMPACTED TO 95%.
- G. SEAL ALL JOINTS WITH CAULKING. REFER TO SPECIFICATIONS.
- H. REMOVE AND REPLACE SOFT, YIELDING, AND/OR UNSUITABLE MATERIALS AND REPLACE WITH SUITABLE MATERIALS. COMPACT IN 8" LIFTS TO 95% MAX. DENSITY.
- I. EXISTING UTILITIES SHOWN ARE APPROXIMATE. VERIFY ACTUAL LOCATIONS PRIOR TO COMMENCING THE WORK.
- J. ALL EXISTING VALVES, MANHOLES, CLEAN OUTS, ETC., SHALL BE RAISED OR LOWERED TO ACCOMMODATE NEW GRADES.
- K. WATER SYSTEM CONSTRUCTION SHALL COMPLY WITH TOWN OF SPRINGDALE PUBLIC WORKS REQUIREMENTS.
- L. SEWER SYSTEM CONSTRUCTION SHALL COMPLY WITH TOWN OF SPRINGDALE PUBLIC WORKS REQUIREMENTS.
- M. COTG = CLEAN OUT TO GRADE.
- N. CONTOURS ARE TO BE CONSIDERED NO MORE ACCURATE THAN 1/2 THE INTERVAL DISTANCE.



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PROJECT NO: 23004  
DRAWN BY: MJV  
CHECKED BY: DJV

REVISIONS:

OWNER: SPRINGDALE HOTEL PARTNERS LLC  
PROJECT: SPRINGDALE HOTEL SITE RENOVATION  
LOCATION: 792 ZION PARK BOULEVARD, SPRINGDALE, UTAH 84767



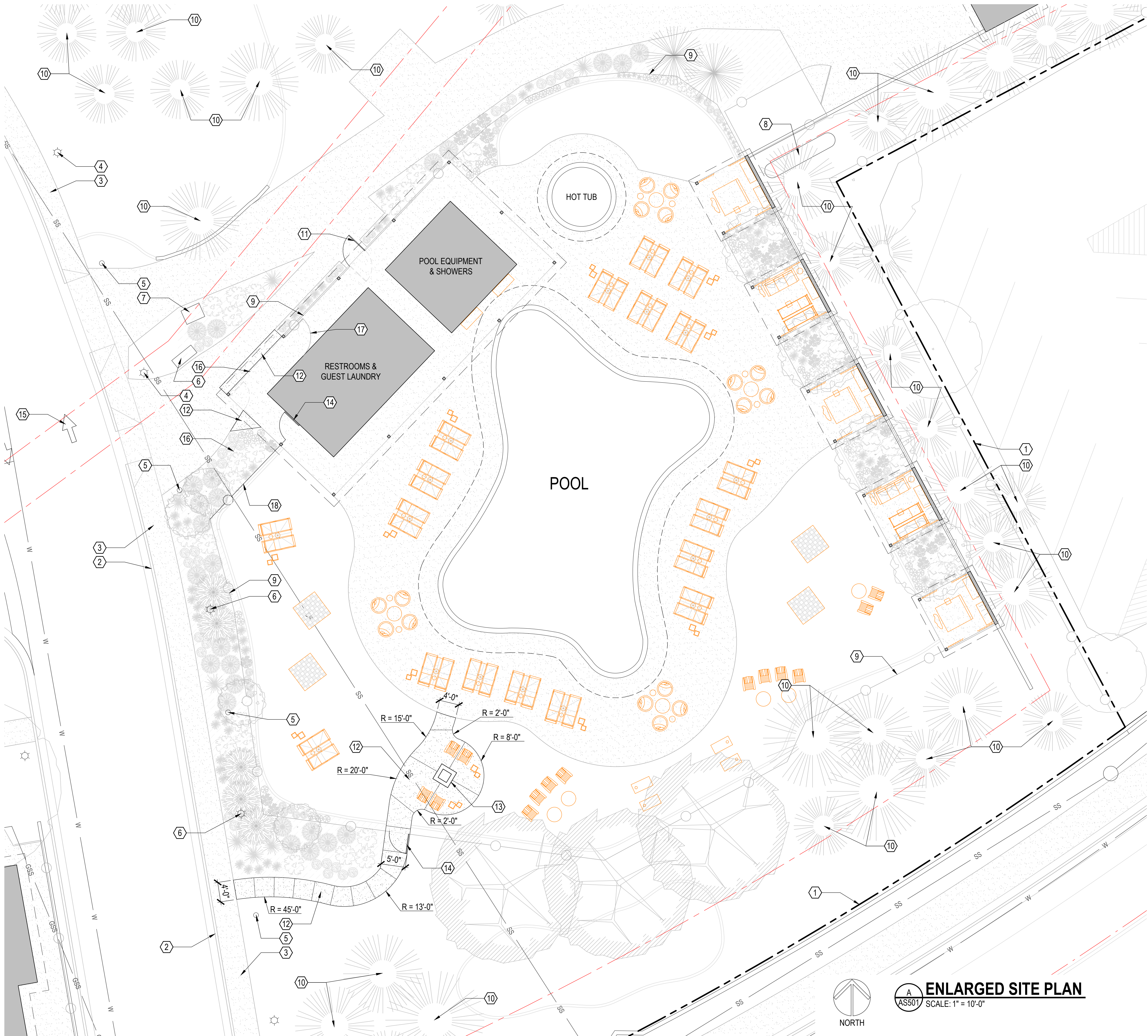
SITE PLAN

SHEET NUMBER:  
**AS101**

DATE: 06/27/2024



PLOT DATE: 6/27/2024

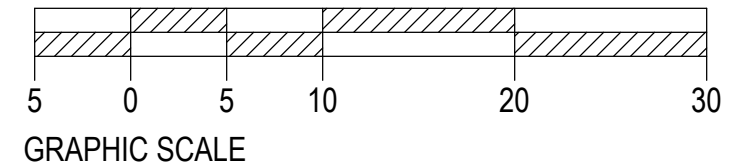


## SITE PLAN KEYNOTES: — (#)

1. PROPERTY LINE.
2. EXISTING CONCRETE CURB & GUTTER.
3. EXISTING CONCRETE WALK TO REMAIN, REPAIR ANY SECTIONS DAMAGED BY WORK.
4. EXISTING POLE LIGHT TO REMAIN. REFER TO ES101.
5. EXISTING LIGHT BOLLARD TO BE REPLACED. REFER TO ES101.
6. EXISTING ELECTRICAL SECTIONALIZER.
7. EXISTING ELECTRICAL TRANSFORMER..
8. EXISTING PROPANE TANK.
9. EXISTING METAL FENCE TO REMAIN.
10. PROTECT EXISTING TREE TO REMAIN. REFER TO L101.
11. REMOVE AND RE-INSTALL EXISTING GATE TO SWING OUT FROM POOL ENCLOSURE, INSTALL PANIC BAR & 26 GA. STEEL PLATE FINISHED TO MATCH FENCE. PLATE SHALL PROVIDE 18" ALL-AROUND FROM INSIDE OF PUSH PLATE GATE OPERATOR TO OUTSIDE EDGE, PLATE SHALL BE FASTENED TO FENCE FRAMING. INSTALL KEYCARD ACCESS ON EXTERIOR SIDE.
12. NEW 4" THICK CONCRETE WALK ON 4" GRAVEL BASE, 2% MAX. SLOPE, LIGHT BROOM FINISH.
13. EXTERIOR FIRE PIT. REFER TO ID PACKAGE.
14. INSTALL NEW 4'-0" WIDE GATE IN EXISTING POOL FENCE WITH BACKER PLATE FOR PANIC DEVICE. PROVIDE PANIC DEVICE (VON DUPRIN 9952, EXIT ONLY W/ 699 ROLLER STRIKE, EXIT ONLY. DARK BRONZE ANODIZED) & STEEL PLATE FINISHED TO MATCH FENCE. PLATE SHALL PROVIDE 18" ALL-AROUND FROM INSIDE OF PUSH PLATE GATE OPERATOR TO OUTSIDE EDGE, PLATE SHALL BE FASTENED TO FENCE FRAMING.
15. NEW PAINTED DIRECTIONAL ARROWS, WHITE.
16. REMOVE EXISTING METAL FENCE.
17. EXISTING SERVICE GATE TO REMAIN IN-PLACE.
18. INSTALL NEW METAL FENCING TO MATCH EXISTING.

## SITE PLAN GENERAL NOTES:

- A. ALL WORK SHALL CONFORM TO TOWN OF SPRINGDALE REQUIREMENTS.
- B. VERIFY EXISTING CONDITIONS BEFORE COMMENCING WITH WORK.
- C. SLABS ON GRADE SHALL BE SCORED (1/4 DEPTH OF SECTION) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH. PLACE TO PREVENT RANDOM CRACKING.
- D. EXPANSION JOINTS SHALL BE PLACED AGAINST OBJECTS AND AT FIXED CHANGES IN DIRECTION BUT NOT TO EXCEED 50 FT.
- E. CONCRETE WATERWAYS, CURBS, GUTTERS AND WALKS SHALL BE SCORED AT INTERVALS NOT EXCEEDING 10 FT. AND EXPANSION JOINTS SHALL NOT EXCEED 50 FT.
- F. UNLESS NOTED OTHERWISE, SLABS ON GRADE SHALL BE PLACED ON 4" THICK GRAVEL BASE, COMPACTED TO 95%.
- G. SEAL ALL JOINTS WITH CAULKING. REFER TO SPECIFICATIONS.
- H. REMOVE AND REPLACE SOFT, YIELDING, AND/OR UNSUITABLE MATERIALS AND REPLACE WITH SUITABLE MATERIALS. COMPACT IN 8" LIFTS TO 95% MAX. DENSITY.
- I. EXISTING UTILITIES SHOWN ARE APPROXIMATE. VERIFY ACTUAL LOCATIONS PRIOR TO COMMENCING THE WORK.
- J. ALL EXISTING VALVES, MANHOLES, CLEAN OUTS, ETC., SHALL BE RAISED OR LOWERED TO ACCOMMODATE NEW GRADES.
- K. WATER SYSTEM CONSTRUCTION SHALL COMPLY WITH TOWN OF SPRINGDALE PUBLIC WORKS REQUIREMENTS.
- L. SEWER SYSTEM CONSTRUCTION SHALL COMPLY WITH TOWN OF SPRINGDALE PUBLIC WORKS REQUIREMENTS.
- M. COTG = CLEAN OUT TO GRADE.
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PROJECT NO: 23004  
DRAWN BY: MJV  
CHECKED BY: DJV

REVISIONS:

OWNER: SPRINGDALE HOTEL PARTNERS LLC  
PROJECT: SPRINGDALE HOTEL SITE RENOVATION  
LOCATION: 792 ZION PARK BOULEVARD, SPRINGDALE, UTAH 84767



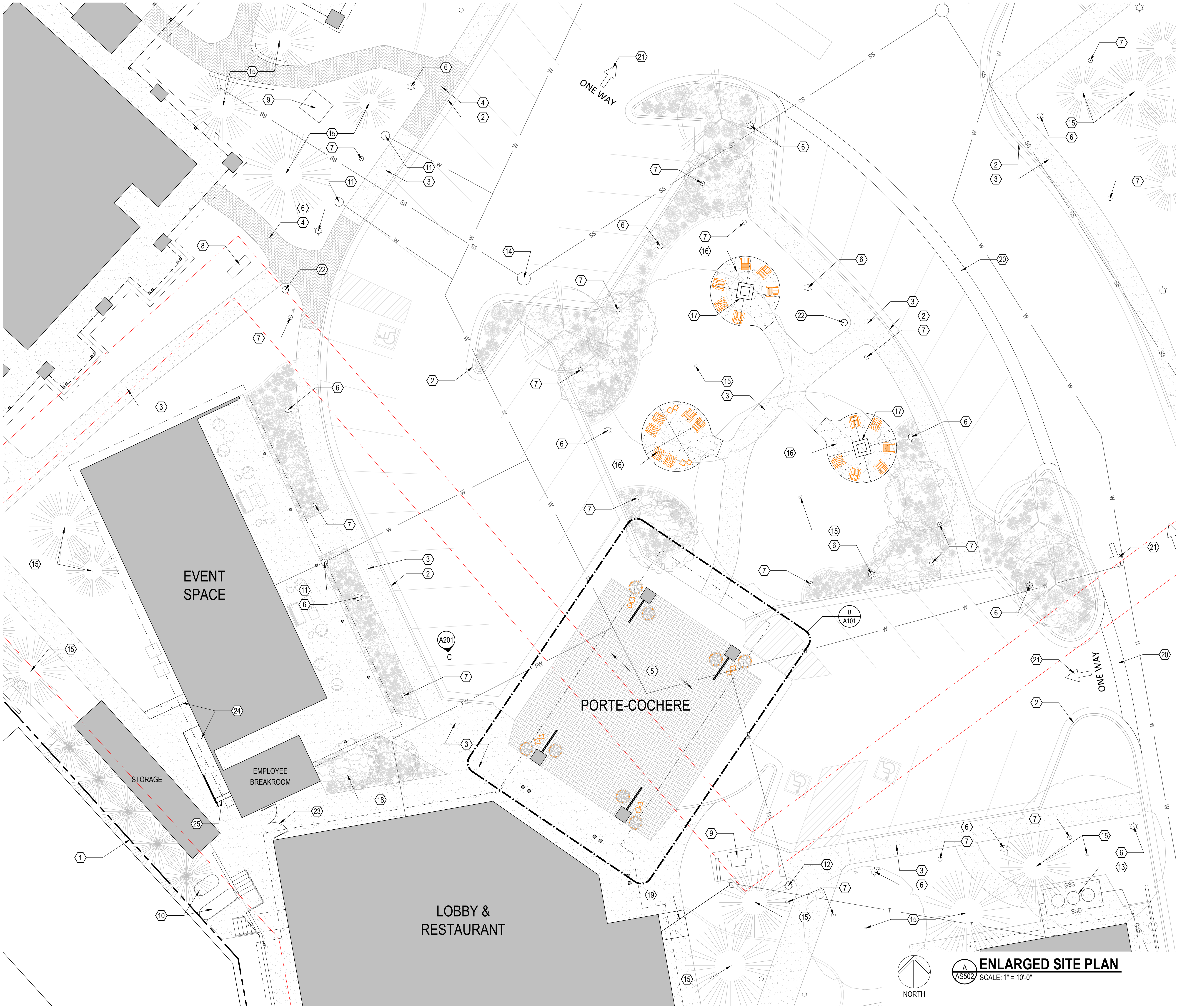
ENLARGED  
SITE PLAN

SHEET NUMBER:  
**AS501**

DATE: 06/27/2024



PLOT DATE: 6/27/2024

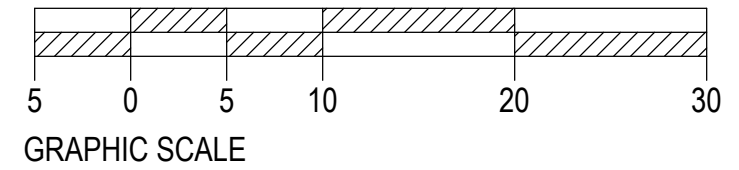


SITE PLAN KEYNOTES:

1. PROPERTY LINE.
2. EXISTING CONCRETE CURB & GUTTER.
3. EXISTING CONCRETE WALK TO REMAIN, REPAIR ANY SECTIONS DAMAGED BY WORK.
4. EXISTING UNIT PAVER WALK, REPAIR ANY SECTIONS DAMAGED BY WORK.
5. PROTECT EXISTING STAMPED & COLORED CONCRETE SLAB TO REMAIN.
6. EXISTING POLE LIGHT TO REMAIN. REFER TO ES101.
7. EXISTING LIGHT BOLLARD TO BE REPLACED. REFER TO ES101.
8. EXISTING ELECTRICAL SECTIONALIZER.
9. EXISTING ELECTRICAL TRANSFORMER..
10. EXISTING PROPANE TANK.
11. EXISTING WATER METER.
12. EXISTING FIRE HYDRANT.
13. EXISTING GREASE INTERCEPTOR.
14. EXISTING SEWER MANHOLE.
15. PROTECT EXISTING TREE TO REMAIN. REFER TO L101.
16. NEW 4" THICK CONCRETE WALK ON 4" GRAVEL BASE, 2% MAX. SLOPE, LIGHT BROOM FINISH.
17. EXTERIOR FIRE PIT. REFER TO ID PACKAGE.
18. REMOVE EXISTING CONCRETE SLAB FROM AREA INDICATED TO RECEIVE NEW LANDSCAPING.
19. INSTALL NEW 3/4" DATA CONDUIT W/ PULL STING TO LOBBY BUILDING. SAW CUT AND REPLACE CONCRETE SLAB AS SHOWN, REPAIR DAMAGED LANDSCAPING.
20. INSTALL NEW 3' WIDE CONCRETE WATERWAY.
21. NEW PAINTED DIRECTIONAL ARROWS, WHITE. "ONE WAY" LETTERING TO BE 18" HIGH WITH 4" MIN. STROKE.
22. PET WASTE STATION. ZERO WASTE USA, 'THE SENTRY' DOG WASTE STATION, JJB006-GRN.
23. INSTALL NEW 7' WIDE GATE (TWO 3'-6" PANELS). CLAD WITH CORRUGATED METAL PANEL MATCHING EXISTING GATES ON SITE.
24. NEW 4" THICK CONCRETE SLAB. ENSURE LEVEL FINISH WITH EXIT DOOR FROM EVENT SPACE & EMPLOYEE BREAKROOM.
25. (2) EQUAL HEIGHT STEPS, PROVIDE 36" HIGH STEEL HANDRAIL.

SITE PLAN GENERAL NOTES:

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- B. VERIFY EXISTING CONDITIONS BEFORE COMMENCING WITH WORK.
- C. SLABS ON GRADE SHALL BE SCORED (1/4 DEPTH OF SECTION) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH. PLACE TO PREVENT RANDOM CRACKING.
- D. EXPANSION JOINTS SHALL BE PLACED AGAINST OBJECTS AND AT FIXED CHANGES IN DIRECTION BUT NOT TO EXCEED 50 FT.
- E. CONCRETE WATERWAYS, CURBS, GUTTERS AND WALKS SHALL BE SCORED AT INTERVALS NOT EXCEEDING 10 FT. AND EXPANSION JOINTS SHALL NOT EXCEED 50 FT.
- F. UNLESS NOTED OTHERWISE, SLABS ON GRADE SHALL BE PLACED ON 4" THICK GRAVEL BASE, COMPACTED TO 95%.
- G. SEAL ALL JOINTS WITH CAULKING. REFER TO SPECIFICATIONS.
- H. REMOVE AND REPLACE SOFT, YIELDING, AND/OR UNSUITABLE MATERIALS AND REPLACE WITH SUITABLE MATERIALS. COMPACT IN 8" LIFTS TO 95% MAX. DENSITY.
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- J. ALL EXISTING VALVES, MANHOLES, CLEAN OUTS, ETC., SHALL BE RAISED OR LOWERED TO ACCOMMODATE NEW GRADES.
- K. WATER SYSTEM CONSTRUCTION SHALL COMPLY WITH TOWN OF SPRINGDALE PUBLIC WORKS REQUIREMENTS.
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- M. COTG = CLEAN OUT TO GRADE.
- N. CONTOURS ARE TO BE CONSIDERED NO MORE ACCURATE THAN 1/2 THE INTERVAL DISTANCE.



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PROJECT NO: 23004  
DRAWN BY: MJV  
CHECKED BY: DJV

REVISIONS:

OWNER: SPRINGDALE HOTEL PARTNERS LLC  
PROJECT: SPRINGDALE HOTEL SITE RENOVATION  
LOCATION: 792 ZION PARK BOULEVARD, SPRINGDALE, UTAH 84767



ENLARGED SITE PLAN

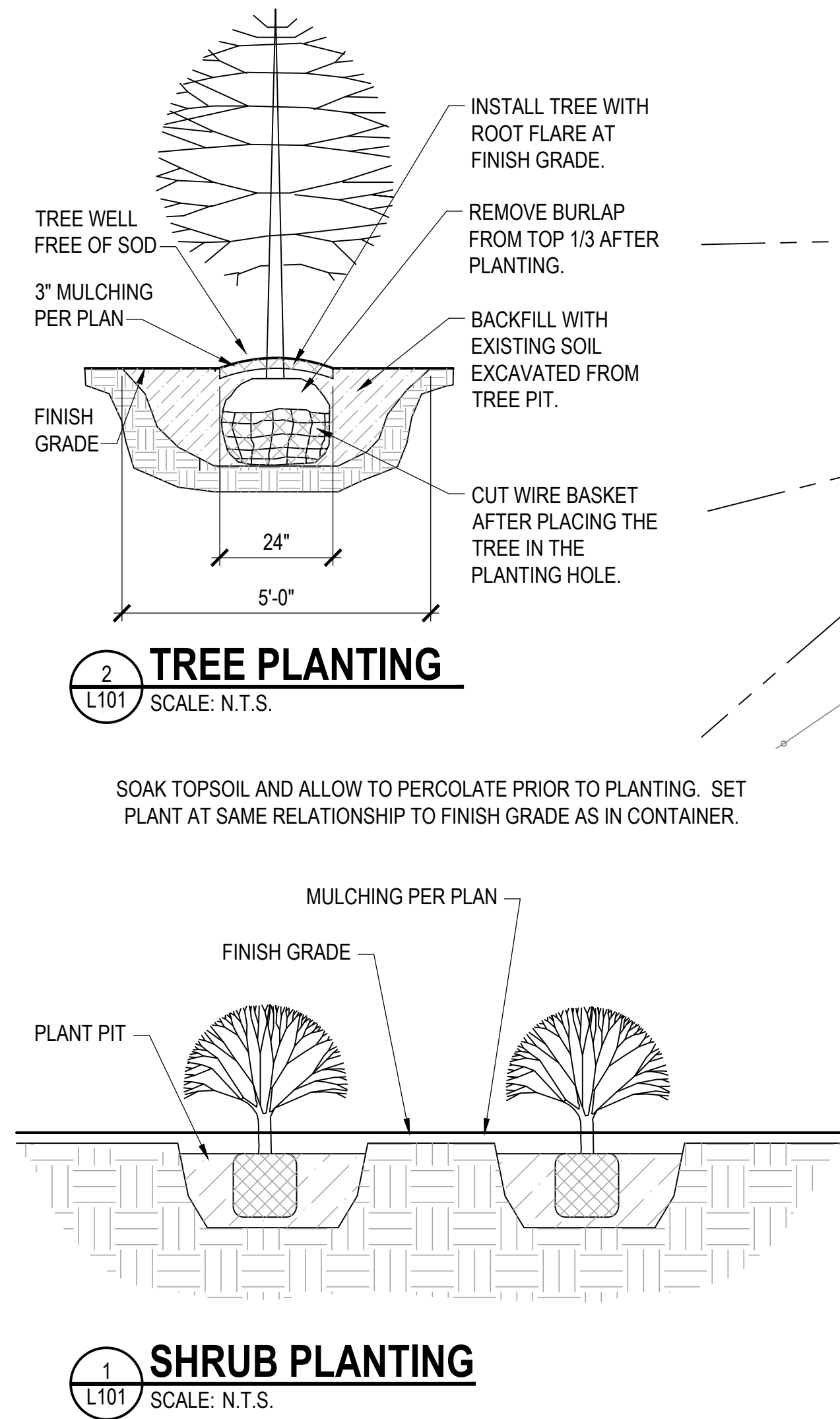
SHEET NUMBER:  
AS502

DATE: 06/27/2024



PLANTING LEGEND

MARK	BOTANICAL NAME	COMMON NAME	SIZE & SPACING	QUANTITY / AREA
	TREES			
(T-1)	CELTIS RETICULATA	WESTERN HACKBERRY	2" CAL.	4
(T-2)	MALUS 'HARVEST GOLD'	HARVEST GOLD CRABAPPLE	1.5" CAL.	2
(T-3)	PINUS EDULIS	PINYON PINE	6' TALL	5
(T-4)	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF PINE	6' TALL	7
(T-5)	PRUNUS VIRGINIANA 'CANADA RED'	CANADA RED CHOKECHERRY	1.5" CAL.	10
(T-6)	QUERCUS DOUGLASII	BLUE OAK	2" CAL.	3
(T-7)	ROBINIA NEOMEXICANA	DESERT LOCUST	15 GAL. MULTISTEM	4
	SHRUBS			
(S-1)	CHAMAEBATIARIA MILLEFOLIUM	FURNBUSH	5 GAL. @ 4' O.C.	54
(S-2)	POTENTILLA FRUTICOSA 'GOLDFINGER'	GOLDFINGER CINQUEFOIL	3 GAL. @ 3' O.C.	56
(S-3)	POTENTILLA FRUTICOSA 'PINK BEAUTY'	PINK BEAUTY CINQUEFOIL	3 GAL. @ 2'-6" O.C.	63
(S-4)	PURSHIA MEXICANA	CLIFFROSE	5 GAL. @ 4' O.C.	65
(S-5)	RIBES AUREUM	GOLDEN CURRANT	5 GAL. @ 4' O.C.	26
(S-6)	YUCCA BACCATA	BANANA YUCCA	5 GAL. @ 4' O.C.	15
	GROUND COVERS			
(GC-1)	CRUSHED STONE - TAN OR SANDSTONE COLOR		1/2" DIA. MAX	6,714 SQ. FT.
(GC-2)	ROCKS - TAN OR SANDSTONE COLOR		2" DIA. MAX	1,249 SQ. FT.
	PERENNIALS			
(P-1)	AGASTACHE RUPESTRIS	SUNSET HYSSOP	2 GAL. @ 18" O.C.	142
(P-2)	GAURA LINDHEIMERI 'WHIRLING BUTTERFLIES'	LINDHEIMER'S BEEBLOSSOM	2 GAL. @ 24" O.C.	74
(P-3)	OENOTHERA MACROCARPA	MISSOURI PRIMROSE	1 GAL. @ 18" O.C.	127
(P-4)	PENSTEMON EATONII	FIRECRACKER PENSTEMON	1 GAL. @ 12" O.C.	152
(P-5)	SHPHAERALCEA AMBIGUA	APRICOT GLOBEMALLOW	2 GAL. @ 24" O.C.	73
	ORNAMENTAL GRASSES			
(G-1)	SPOROBOLUS AIROIDES	ALKALI DROPSEED	2 GAL. @ 24" O.C.	119



PLANTING KEYNOTES: — (#)

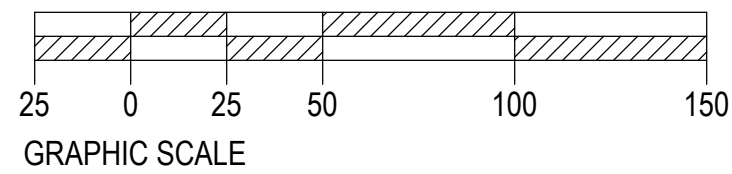
- EXISTING PECAN TREE (*CARYA ILLINOINENSIS*) TO REMAIN.
- EXISTING ARIZONA ASH (*FRAXINUS VELUTINA*) TO REMAIN.
- EXISTING AFGHAN PINE (*PINUS ELDERICA*) TO REMAIN.
- EXISTING SOD TO REMAIN, REPAIR ANY AREAS DAMAGED BY WORK.
- EXISTING LANDSCAPING TO REMAIN.
- ENHANCE PLANTINGS AROUND EXISTING ELECTRICAL EQUIPMENT TO SCREEN FROM VIEW. RE-PLANT PLANT GAPS IN EXISTING LANDSCAPE SCREENING WITH S-1, S-2, S-4, & P-5.

PLANTING NOTES:

- EXAMINE SITE TO VERIFY EXISTING CONDITIONS. NOTIFY ARCHITECT OF INCONSISTENCIES.
- COORDINATE PLANTING OPERATION WITH OTHER TRADES TO AVOID CONFLICT.
- COORDINATE PLACEMENT OF TREES WITH PLACEMENT OF IRRIGATION LINES, VALVES, SPRINKLER HEADS, ETC.
- MAKE FINAL GRADE ELEVATIONS WITH TOPSOIL, CONSTRUCT BERMS, AND GRADE TO CONTOURS.  
MINIMUM TOPSOIL DEPTHS:  
TURF AREAS: 4"  
SHRUBS AREAS: 8"
- IMPORTED TOPSOIL, WHEN REQUIRED, SHALL COME FROM A REPUTABLE SOURCE, HAVE A LOAM CONSISTENCY, AND BE FREE OF WEEDS & DEBRIS.
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IRRIGATION NOTES:

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- PROVIDE "AS BUILT" RECORD DRAWINGS.



**VANZEBEN ARCHITECTURE**  
2032 Lincoln Avenue  
Ogden, Utah 84401  
801-627-2400

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CHECKED BY: MJV

REVISIONS:

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PROJECT: SPRINGDALE HOTEL SITE RENOVATION  
LOCATION: 792 ZION PARK BOULEVARD, SPRINGDALE, UTAH 84767



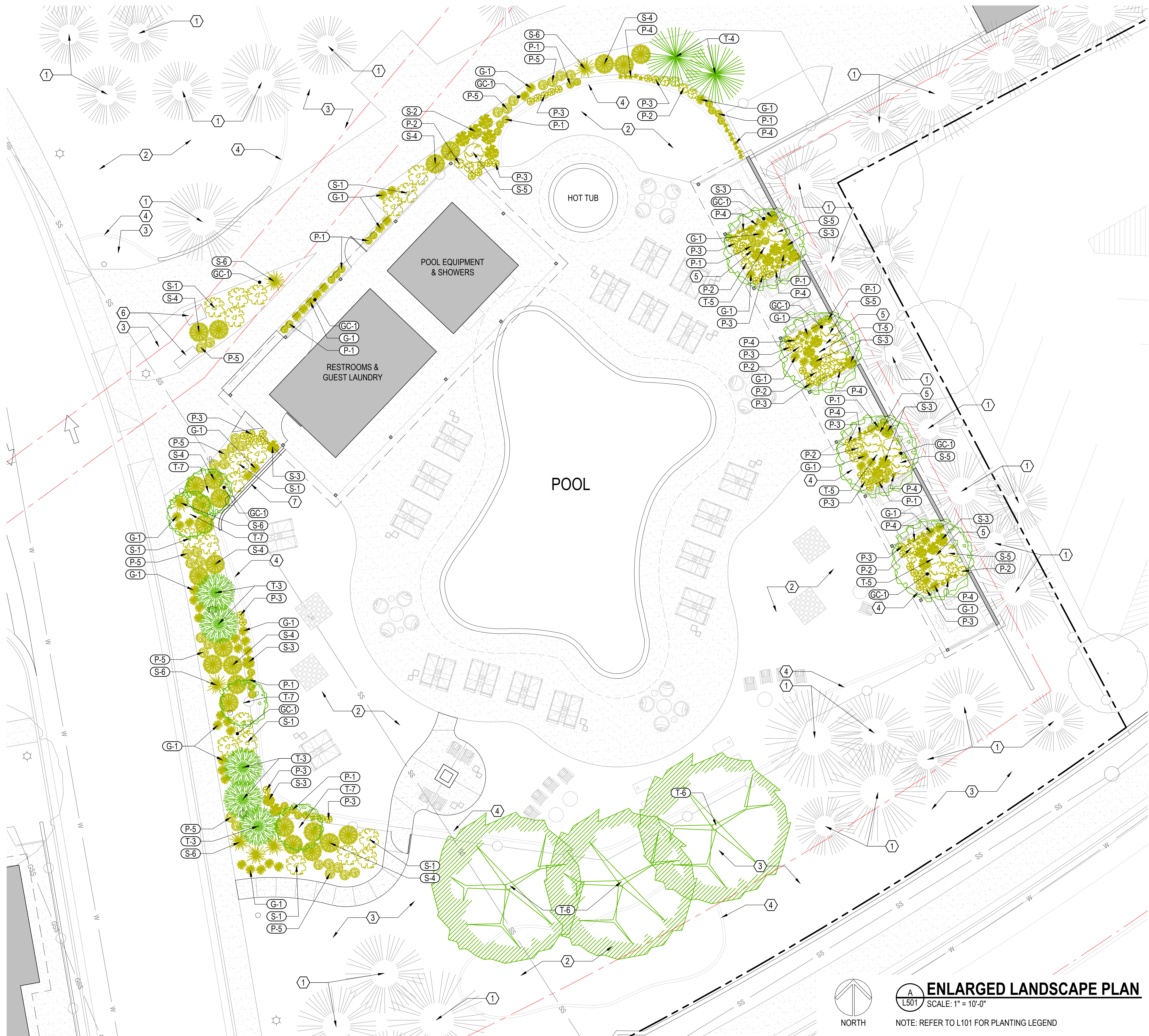
LANDSCAPE PLAN

SHEET NUMBER: L101

DATE: 06/27/2024



PLOT DATE: 6/27/2024



## PLANTING KEYNOTES: —#

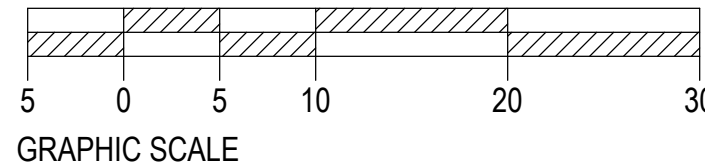
- EXISTING AFGHAN PINE (*PINUS ELDERICA*) TO REMAIN.
- EXISTING SOD TO REMAIN, REPAIR ANY AREAS DAMAGED BY WORK.
- EXISTING LANDSCAPING TO REMAIN.
- EXISTING 6" CONCRETE MOWSTRIP TO REMAIN.
- UNDERPLANT GAPS BETWEEN PLANTS WITH *MARC'SSUS 'MARIEKE'* @ 6" O.C. MIN. (MIN. COUNT PER AREA IDENTIFIED: 30).
- ENHANCE PLANTINGS AROUND EXISTING ELECTRICAL EQUIPMENT TO SCREEN FROM VIEW. RE-PLANT PLANT GAPS IN EXISTING LANDSCAPE SCREENING WITH S-1, S-2, S-4, & P-5.
- INSTALL NEW 6" CONCRETE MOWSTRIP.

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DRAWN BY: MJV  
CHECKED BY: MJV

REVISIONS:

OWNER: SPRINGDALE HOTEL PARTNERS LLC

PROJECT: SPRINGDALE HOTEL SITE RENOVATION

LOCATION: 792 ZION PARK BOULEVARD, SPRINGDALE, UTAH 84767



ENLARGED  
LANDSCAPE  
PLAN

SHEET NUMBER:

L501

DATE: 06/27/2024

ENLARGED LANDSCAPE PLAN

SCALE: 1" = 10'-0"

NOTE: REFER TO L101 FOR PLANTING LEGEND

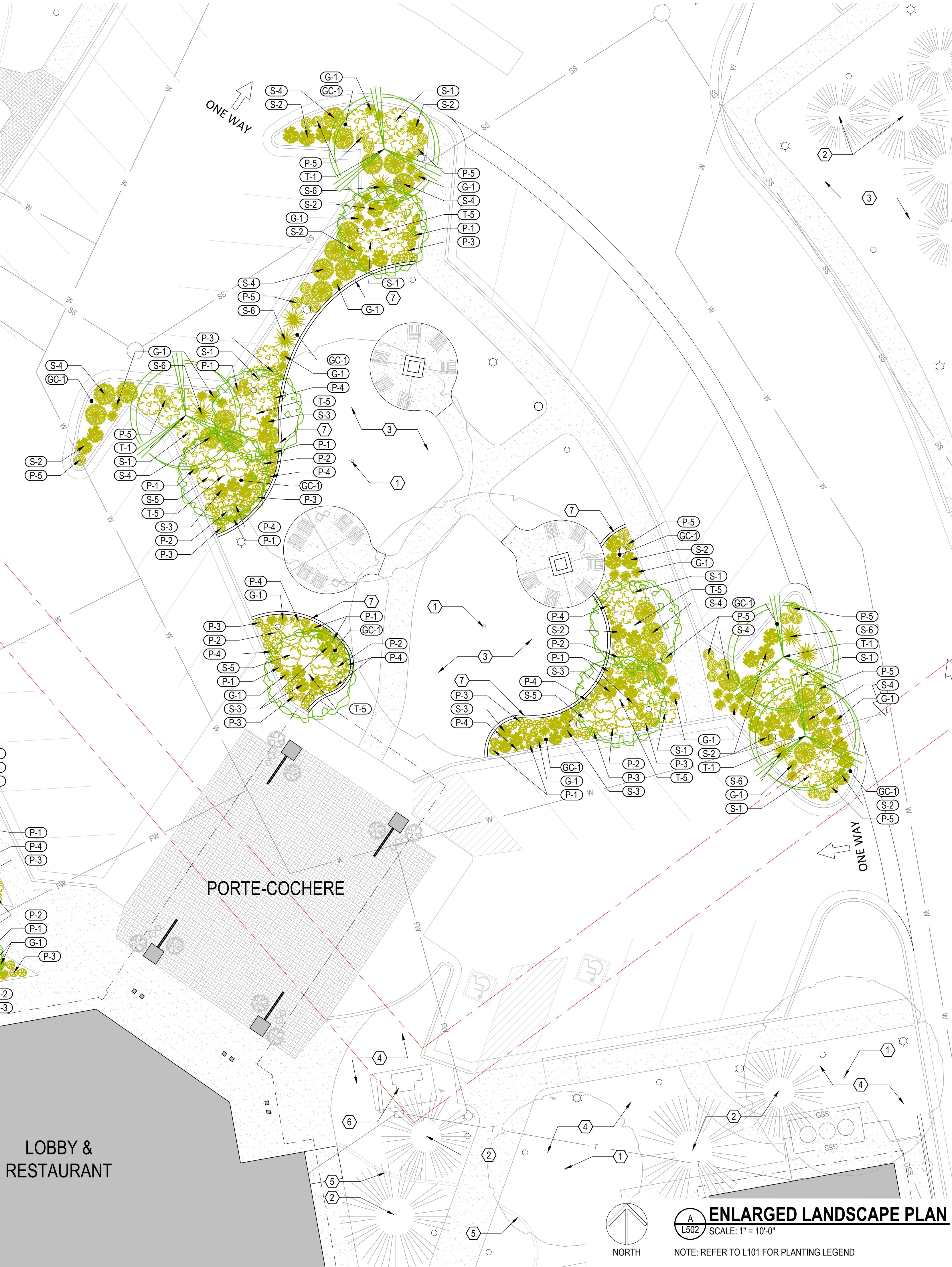
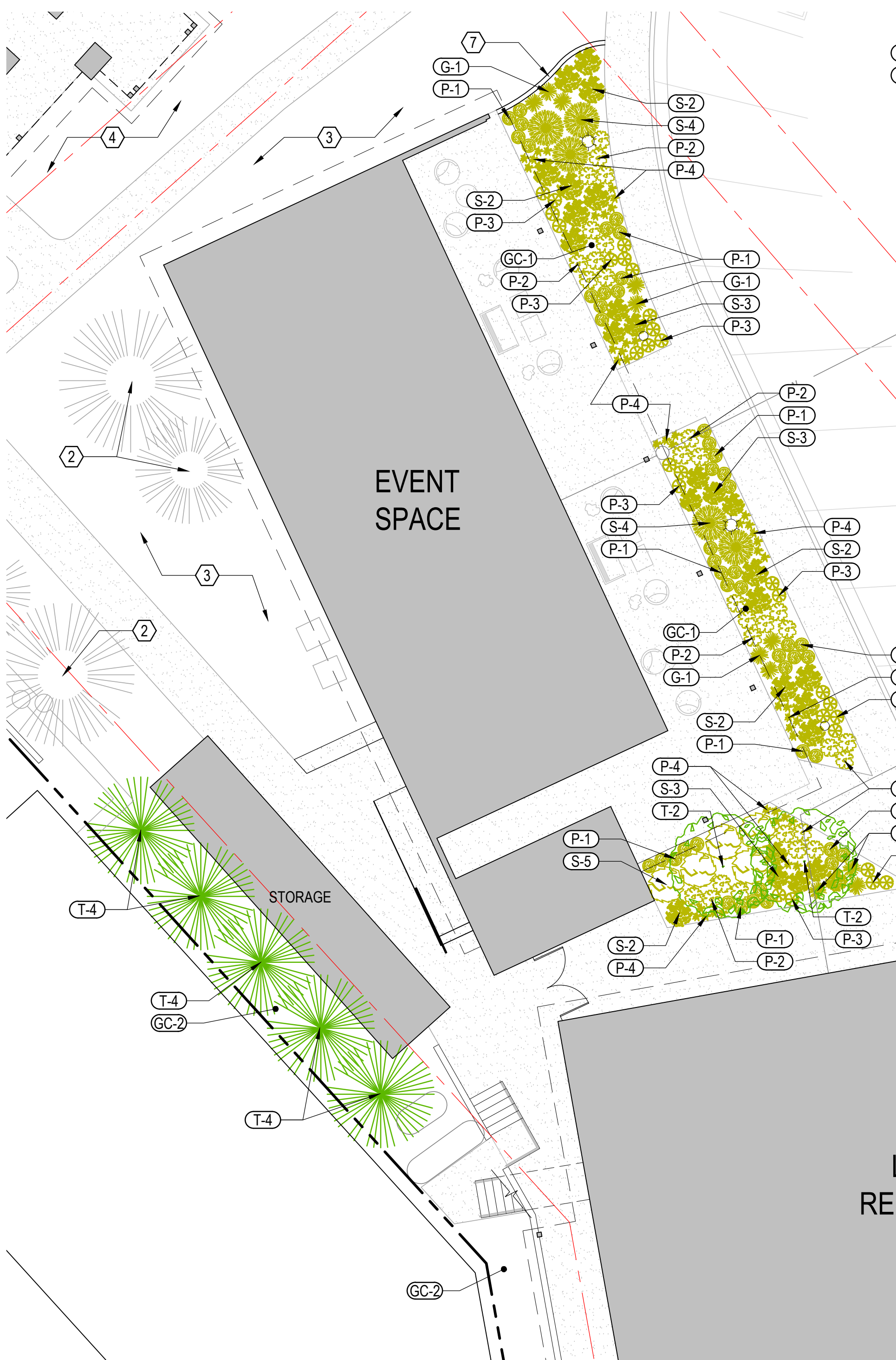


PLOT DATE: 6/27/2024



### ENLARGED PLANTING PLAN

SCALE: 1" = 10'-0"  
NOTE: REFER TO L101 FOR PLANTING LEGEND



### ENLARGED LANDSCAPE PLAN

SCALE: 1" = 10'-0"  
NOTE: REFER TO L101 FOR PLANTING LEGEND

### PLANTING KEYNOTES:

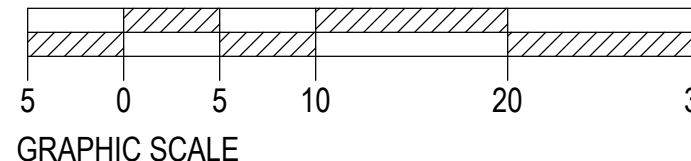
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CHECKED BY: MJV

REVISIONS:

OWNER: SPRINGDALE HOTEL PARTNERS LLC  
PROJECT: SPRINGDALE HOTEL SITE RENOVATION  
LOCATION: 792 ZION PARK BOULEVARD, SPRINGDALE, UTAH 84767



ENLARGED LANDSCAPE PLAN

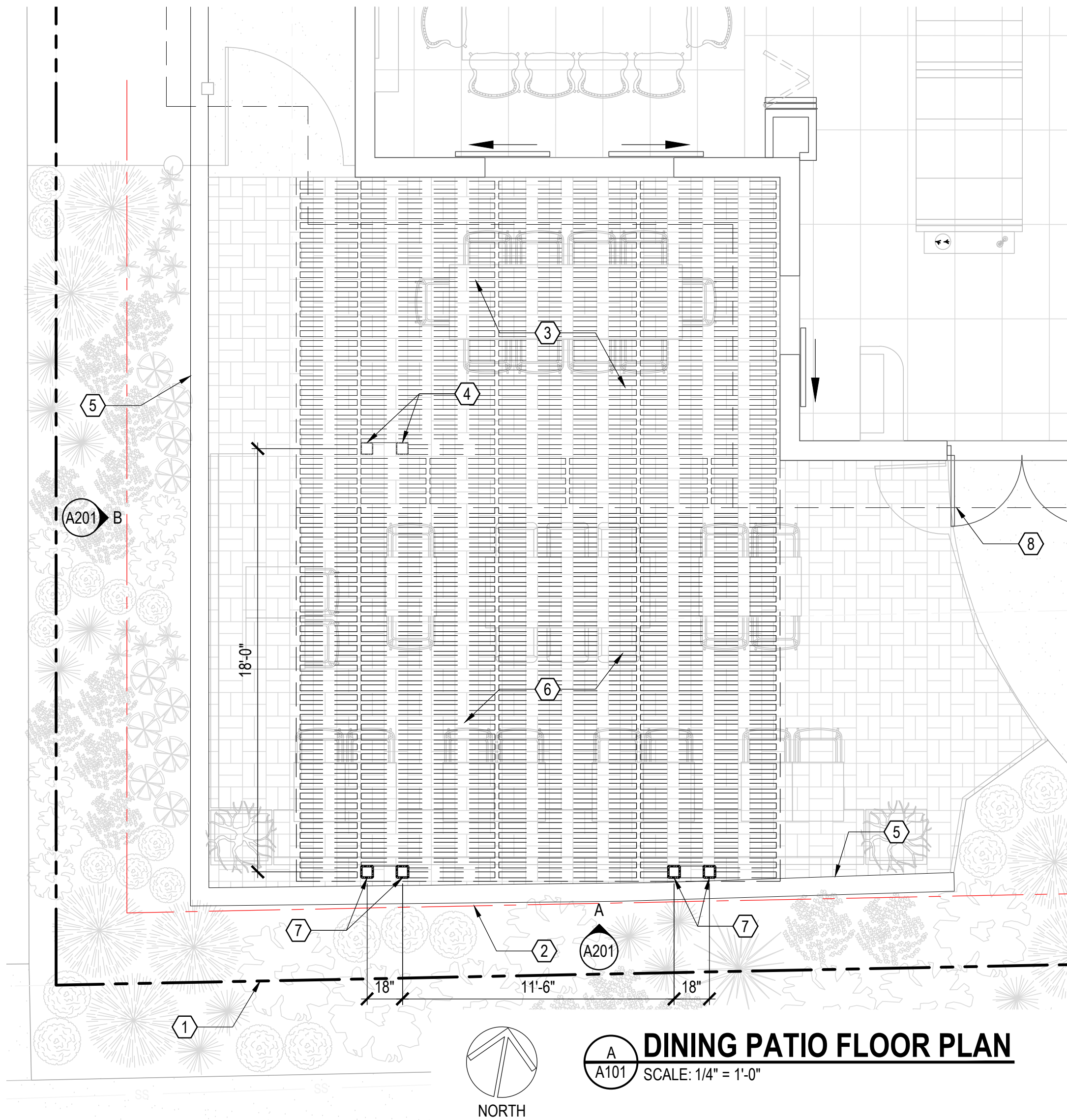
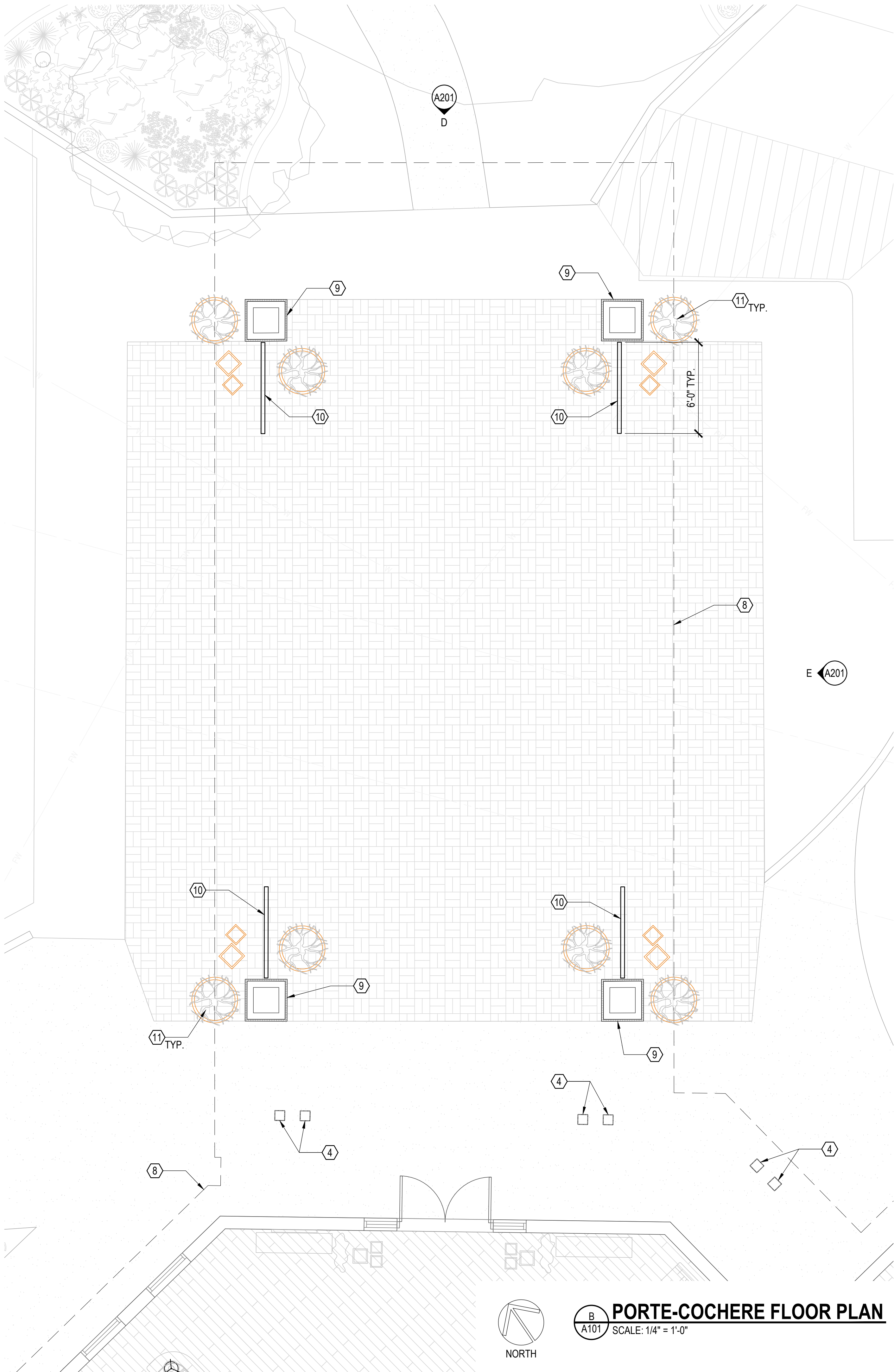
SHEET NUMBER:

L502

DATE: 06/27/2024



PLOT DATE: 6/27/2024

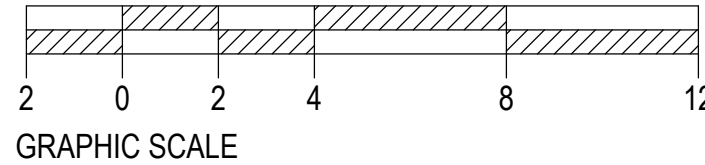


## FLOOR PLAN KEYNOTES:⌘

1. PROPERTY LINE.
2. 3'-0" SETBACK FROM PROPERTY LINE FOR CANOPY EXTENSION.
3. EXISTING STEEL CANOPY TO REMAIN.
4. EXISTING STEEL COLUMN TO REMAIN.
5. EXISTING RETAINING WALL.
6. NEW EXTENSION OF STEEL CANOPY TO MATCH EXISTING.
7. NEW STEEL COLUMN.
8. OUTLINE OF EXISTING ROOF ABOVE.
9. REMOVE & SALVAGE EXISTING STONE CLADDING ON COLUMN AND RE-CLAD WITH NEW FINISH. REFER TO A201.
10. NEW DECORATIVE METAL SCREEN. REFER TO A201.
11. NEW EXTERIOR PLANTING CONTAINERS. REFER TO INTERIOR DESIGN DOCUMENTS.

## GENERAL NOTES:

- A. ALL WORK SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF 2021 INTERNATIONAL BUILDING CODE.
- B. N. I. C. = NOT IN CONTRACT
- C. A. F. F. = ABOVE FINISH FLOOR
- D. VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS. NOTIFY OWNER IMMEDIATELY WHEN DISCREPANCIES BETWEEN DRAWINGS AND EXISTING CONDITIONS ARE ENCOUNTERED.
- E. ALL DIMENSIONS ARE TO FINISH FACE OF WALL, UNLESS OTHERWISE NOTED.
- F. EXTERIOR WALLS ARE 2 X 6 WOOD STUDS OR 6" 20 GA. METAL STUDS @ 16" O.C. UNLESS OTHERWISE NOTED.
- G. INTERIOR WALLS ARE 2 X 4 WOOD STUDS OR 3 5/8" 20 GA. METAL STUDS @ 16" O.C. UNLESS NOTED OTHERWISE.
- H. INSULATE EXTERIOR WALLS W/ R-23 UNFACED BATT INSULATION.
- J. INSULATE INTERIOR WALLS W/ R-11 UNFACED BATT INSULATION.
- K. EXTEND ALL NON RATED WALLS TO DECK, UNLESS NOTED OTHERWISE.
- L. EXTEND ALL SHAFT WALLS AND COMMON GUESTROOM WALLS TO DECK, UNLESS NOTED OTHERWISE.
- M. ALL WALLS & CEILINGS IN BATH AREAS SHALL BE MOISTURE RESISTANT GYPBOARD.
- N. FIRE EXTINGUISHERS, SMOKE DETECTORS & OTHER EMERGENCY DEVICES TO BE LOCATED PER LOCAL CODE. FIRE EXTINGUISHER LOCATIONS WITHIN A PUBLIC SPACE SHALL BE CONTAINED WITHIN SEMI- RECESSED CABINET.
- O. FIRE ALARM SYSTEM SHALL HAVE PERMANENTLY INSTALLED AUDIBLE & VISIBLE ALARMS COMPLYING W/ NFPA 72 (1999 OR 2022 ADDITION) & AS REQ'D BY LOCAL AUTHORITIES. ALARMS MUST BE LOCATED IN PUBLIC & COMMON USE AREAS & GUEST ROOMS DESIGNATED AS "GUEST ROOMS W/ COMMUNICATIONS FEATURES" AT A MINIMUM. WHERE EMPLOYEE AREAS HAVE AUDIBLE ALARMS, THE WIRING SHALL BE DESIGNED SO VISIBLE ALARMS CAN BE INTEGRATED INTO THE SYSTEM, UNLESS GREATER STANDARDS ARE REQ'D BY LOCAL AUTHORITIES.



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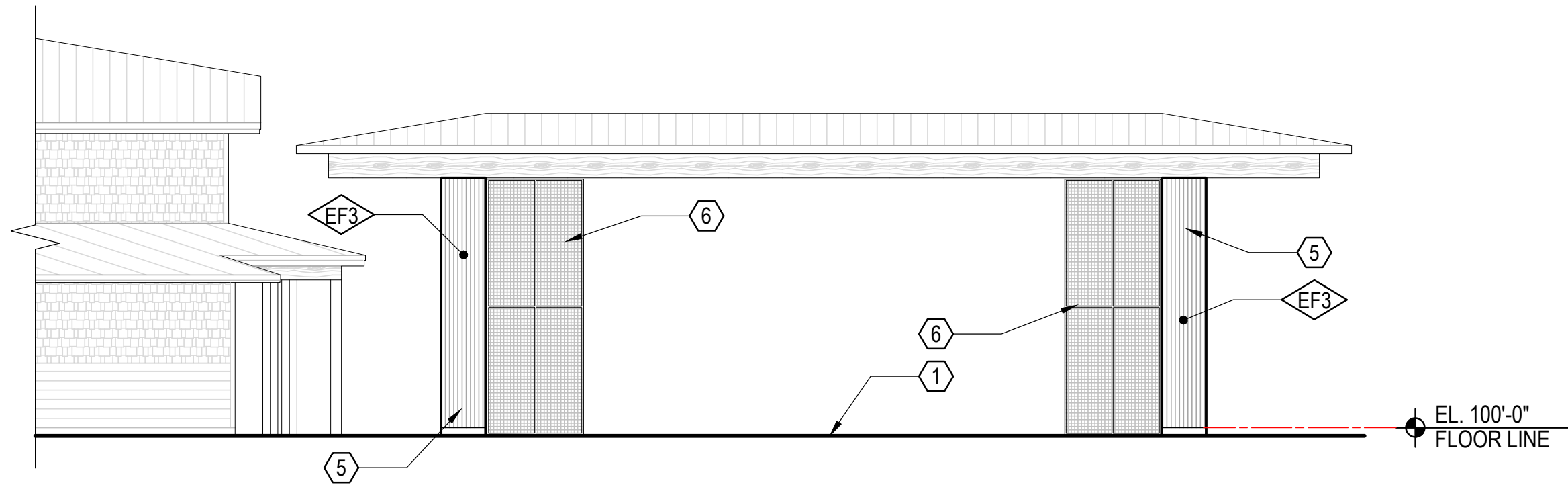
FLOOR PLANS

SHEET NUMBER:  
**A101**

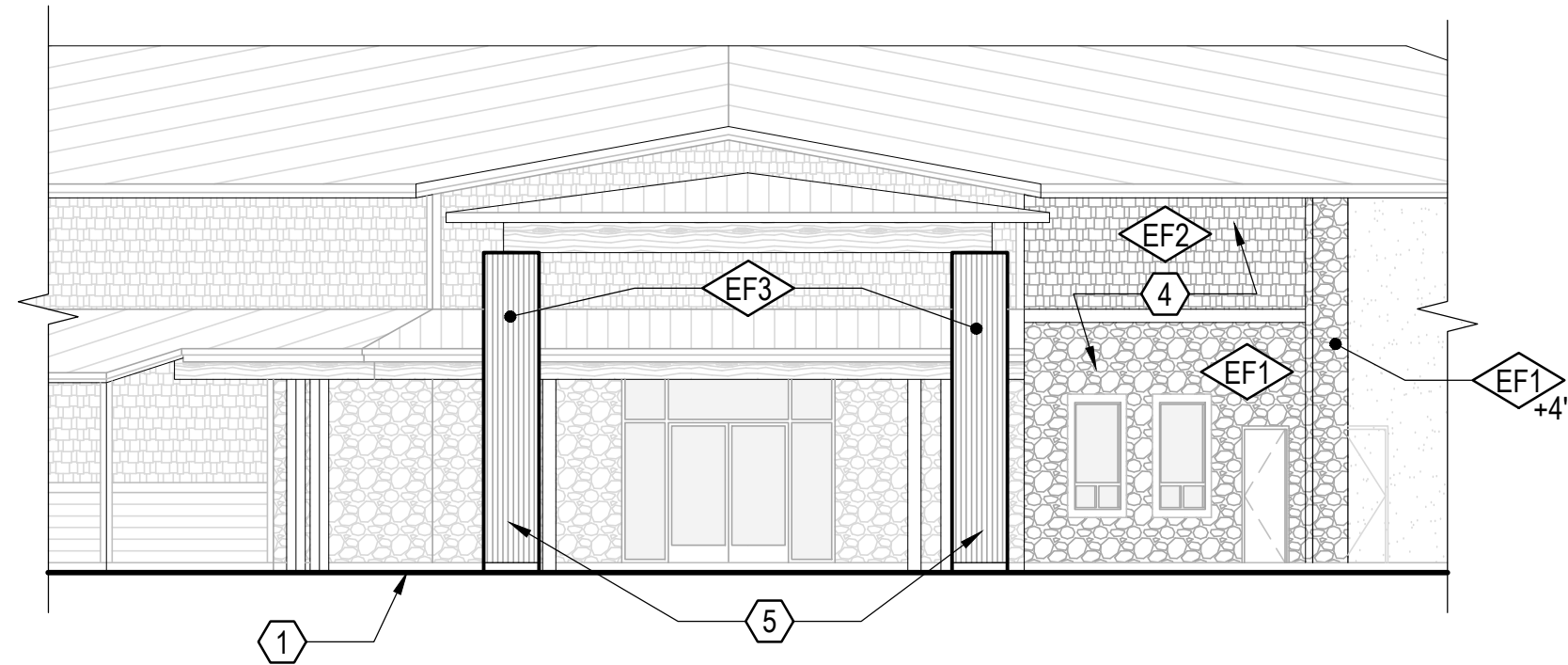
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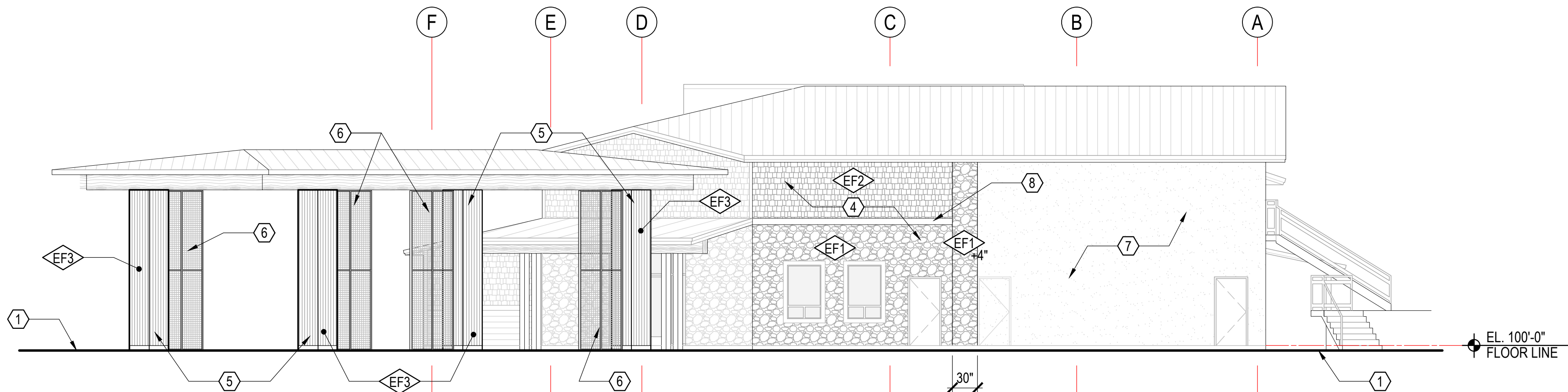
PLOT DATE: 6/27/2024



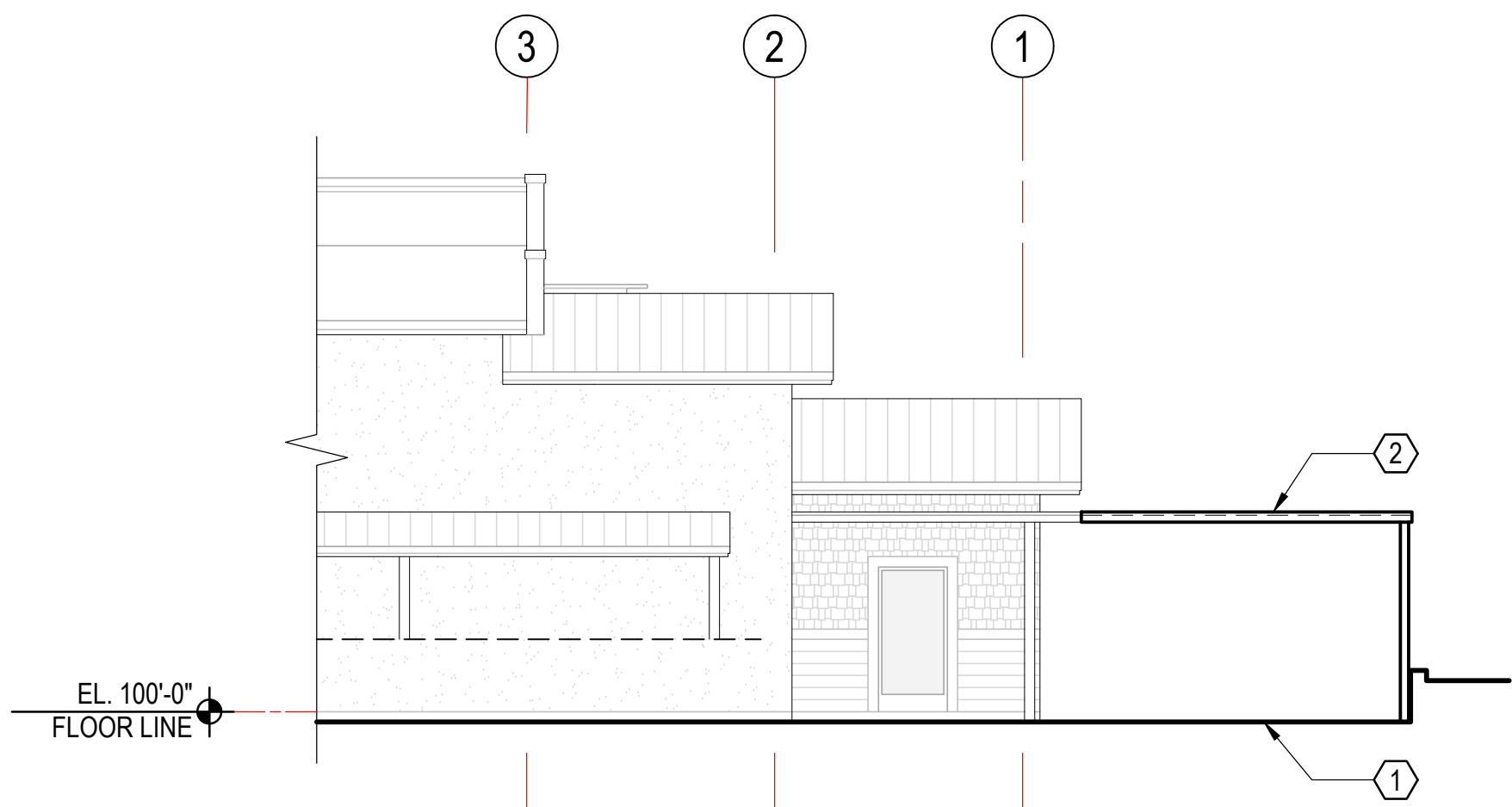
**E PARTIAL SOUTHEAST ELEVATION**  
A201 SCALE: 1/8" = 1'-0"



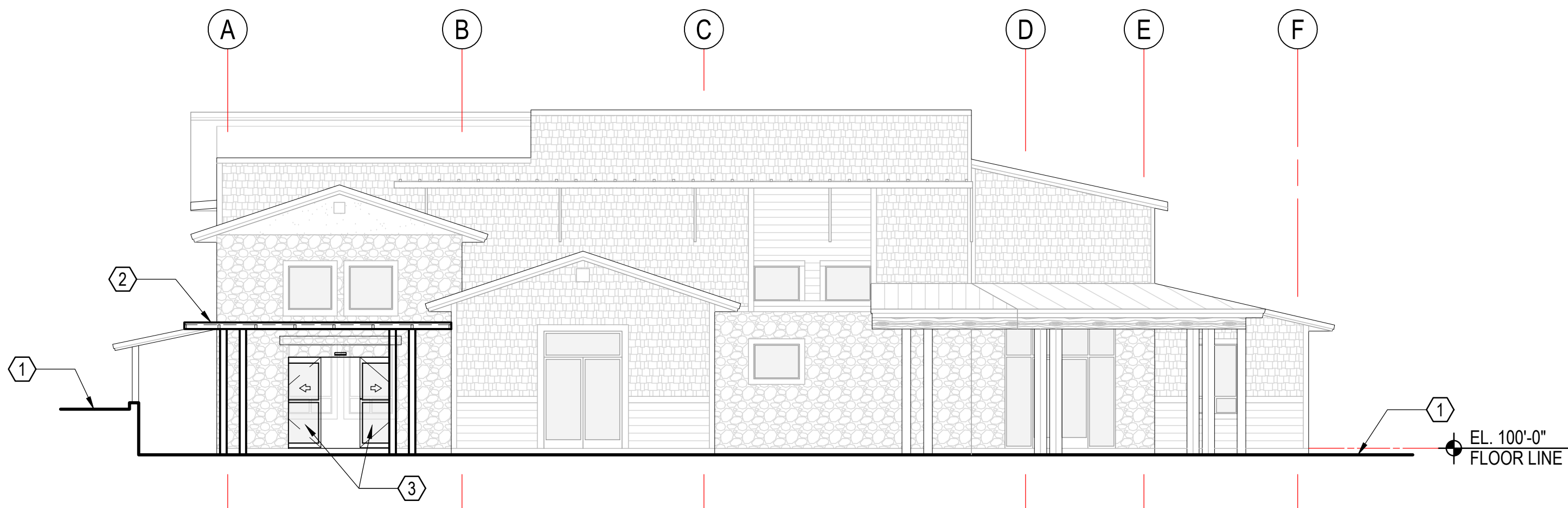
**D PARTIAL NORTHEAST ELEVATION**  
A201 SCALE: 1/8" = 1'-0"



**C NORTH ELEVATION**  
A201 SCALE: 1/8" = 1'-0"



**B PARTIAL WEST ELEVATION**  
A201 SCALE: 1/8" = 1'-0"



**A SOUTH ELEVATION**  
A201 SCALE: 1/8" = 1'-0"

## ELEVATION KEYNOTES: —#

1. FINISH GRADE.
2. EXTEND EXISTING STEEL ARBOR.
3. NEW ALUMINUM STOREFRONT AND SLIDING DOORS. PATCH EXTERIOR STONE TO MATCH EXISTING FINISH.
4. NEW EXTERIOR FINISH AS SHOWN.
5. REMOVE EXISTING STONE FINISH ON PORTE-COCHERE COLUMNS AND RE-CLAD WITH NEW FINISH AS SHOWN. SALVAGE STONE FOR RE-USE.
6. DECORATIVE METAL SCREEN, EQUAL TO MCNICHOLS PERFORATED METAL 'GRECIAN LARGE 2039', 20 GA. STEEL, 1/4" SQUARE. USE 'U' EDGING, 18 GA. FOR FRAME. ATTACH TO SUBSTRAIT, 2 LOCATIONS TOP & BOTTOM W/ 1" CHANNEL, SCREWS SET IN EPOXY @ CONCRETE, WOOD LAGS TO WOOD BEAM.
7. RE-PAINT EXISTING STUCCO WALL.
8. EIFS ACCENT. PATCH WIDTH OF ROOF FLASHING. USE 2" THICK FOAM.



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EXTERIOR  
ELEVATIONS

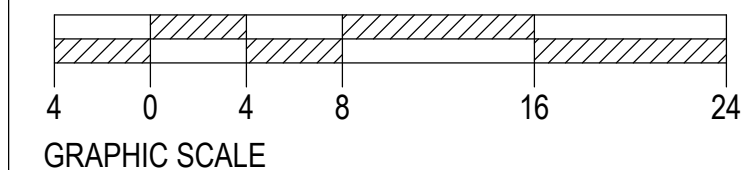
SHEET NUMBER:  
**A201**

DATE: 06/27/2024

## EXTERIOR FINISH MATERIALS

MARK	MATERIAL	DESCRIPTION	COLOR
EF1	STONE	MATCH EXTG.	MATCH EXTG.
EF2	SHINGLE SIDING	MATCH EXTG.	MATCH EXTG.
EF3	WOOD PANEL	TERRAZAI EXT. MODULAR PANELS, LINEAR SLAT	WESTERN RED CEDAR

NOTES:  
A. COLORS ARE SUBJECT TO CHANGE BASED ON SUBMITTAL OF ACTUAL SAMPLES.





SITE & EXTERIOR LIGHTING FIXTURE SCHEDULE										
TYPE	MOUNTING	MANUFACTURER	CAT. NO.	VOLTAGE	LAMPING	BALLAST	LOAD (VA)	LUMENS	DESCRIPTION	COMMENTS
B-1	BOLLARD	SPJ LIGHTING	SPJ-34LR-MBR-3W-27K-120V-DM6SQ	120	LED	--	3 W	350	PATHWAY LIGHT	24 IN. TALL BOLLARD
NOTES:										
1.										

LUMEN CALCULATION			
FIXTURE TYPE	LUMENS PER FIXTURE	FIXTURE COUNT	TOTAL LUMENS
EXTERIOR CAN LIGHTS	450	530	238,500
EXTERIOR SCONCE	450	155	69,750
PARKING LOT LIGHTS	1,600	61	97,600
BOLLARD LIGHTS	350	58	20,300
LUMENS PERMITTED PER ACRE (LZ-3):			55,000
TOTAL PERMITTED LUMENS (8.57 ACRES):			471,350
TOTAL LUMENS:			426,150



## ELECTRICAL & LIGHTING SITE PLAN KEYNOTES:

- PROPERTY LINE.
- EXISTING UTILITY POLE.
- EXISTING ELECTRICAL SECTIONALIZER.
- EXISTING ELECTRICAL TRANSFORMER.
- EXISTING 14' HIGH POLE LIGHT (1600 LUMEN 2700K FIXTURE) TO REMAIN. INSTALL 2" SHEET METAL SHROUD TO MEET SPRINGDALE OUTDOOR LIGHTING ORDINANCES.
- EXISTING BOLLARD TO BE REPLACED WITH B-1 FIXTURE.
- REMOVE EXISTING BOLLARDS IN PARKING LOT ISLAND.

## ELECTRICAL & LIGHTING GENERAL NOTES:

- VERIFY EXISTING CONDITIONS BEFORE COMMENCING WITH WORK.
- ALL SITE AND BUILDING MOUNTED LIGHTS SHALL CONFORM TO TOWN OF SPRINGDALE OUTDOOR LIGHTING REQUIREMENTS.
- ALL WORK SHALL COMPLY WITH LOCAL AND STATE CODES AND THE NEC. IF AT ANY TIME DURING CONSTRUCTION, OR AFTER, SOMETHING IS FOUND TO BE INSTALLED IN VIOLATION OF THE CODES LISTED ABOVE, IT SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- REPLACE BULBS IN ALL EXTERIOR RECESSED CAN LIGHTS & BUILDING MOUNTED SCONCE LIGHTS WITH 4W A19 2700K 450 LUMEN BULB.
- ANY FIXTURE WITH A LIGHT SOURCE THAT IS VISIBLE FROM ANY LOCATION NOT ON THE PROPERTY SHALL BE SUPPLIED WITH A METAL SHROUD TO ENSURE NO LIGHT SOURCE IS VISIBLE FROM OFF-SITE.



This drawing was produced on a 24"x 36" sheet. If it has been printed on any other size sheet, it is likely a reduced copy. Scale accordingly.

PROJECT NO: 23004  
DRAWN BY: MJV, AJG  
CHECKED BY: DJV

REVISIONS:

OWNER: SPRINGDALE HOTEL PARTNERS LLC  
PROJECT: SPRINGDALE HOTEL SITE RENOVATION  
LOCATION: 792 ZION PARK BOULEVARD, SPRINGDALE, UTAH 84767



ELECTRICAL  
& LIGHTING  
SITE PLAN

SHEET NUMBER:

ES101

DATE: 06/27/2024

























MAXIMUM  
POOL  
CAPACITY  
56  
HOURS  
10:00 AM to 10:00 PM

PLEASE BE PREPARED  
TO TELL ATTENDANT  
YOUR ROOM  
NUMBER AND NAME

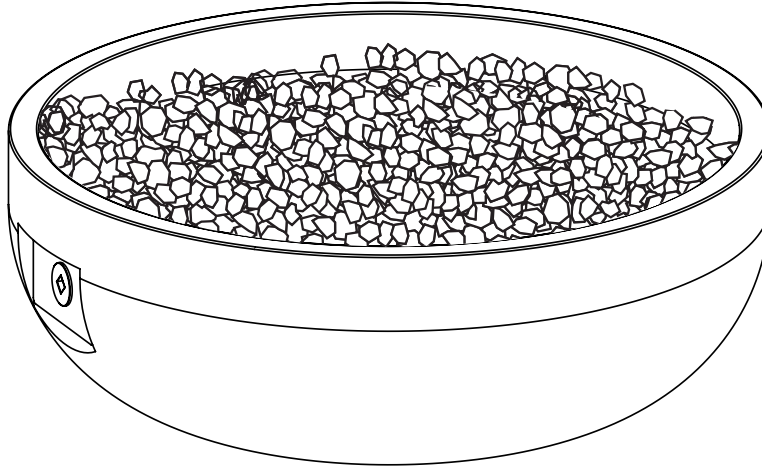
R13  
INSULATION  
3.5" R-13  
2x4 Walls  
PINK  
NEXT GEN  
FIBERGLAS  
R13





# JENSEN CO

ESTD 1982



## 302LP 48" Fire Bowl Owner's Manual

### **⚠ DANGER**

#### **CARBON MONOXIDE HAZARD**

This appliance can produce carbon monoxide which has no odor. Using it in an enclosed space can kill you.

Never use this appliance in an enclosed space such as a camper, tent, car or home.



### **⚠ DANGER**

#### **FIRE OR EXPLOSION HAZARD**

If you smell gas:

- Shut off gas to the appliance.
- Extinguish any open flame.
- If odor continues, leave the area immediately.
- After leaving the area, call your gas supplier or fire department. Failure to follow these instructions could result in fire or explosion, which could cause property damage, personal injury, or death.

### **⚠ WARNING: FOR OUTDOOR USE ONLY.**

Installation and service must be performed by a qualified installer, service agency, or the gas supplier.

**INSTALLER:** Leave this manual with the appliance.

**CONSUMER:** Retain this manual for future reference.

**⚠ WARNING:** If the information in this manual is not followed exactly, a fire or explosion may result causing property damage, serious injury, or loss of life.

**⚠ WARNING:** Do not store or use gasoline or other flammable vapors and liquids in the vicinity of this or any other appliance.

An LP gas tank not connected for use shall not be stored in the vicinity of this or any other appliance.



# TABLE OF CONTENTS

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## SPECIFICATIONS

**Product Name**

48" Firebowl

**Type of Gas**

Propane (LP)

**Model No.**

302LP

**Gas Supply**

20 lb LP Gas Tank

**Rated Heat Output**

120,000 BTUs/hr

**ATTENTION**

Please register your fireplace for recall notifications, proof of ownership and quality assurance at <https://www.realflame.com/registration>.

**⚠ DANGER • FLAMMABLE GAS UNDER PRESSURE.**  
**LEAKING LP-GAS MAY CAUSE A FIRE OR EXPLOSION IF IGNITED**  
**CAUSING PROPERTY DAMAGE, BODILY INJURY OR DEATH.**  
**CONTACT LP GAS SUPPLIER FOR REPAIRS OR DISPOSAL OF THIS**  
**CYLINDER OR UNUSED LP-GAS.**

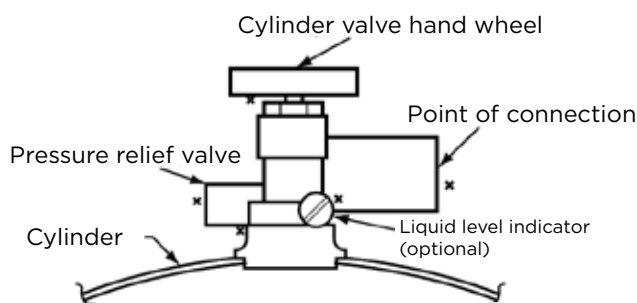
**⚠ WARNING • FOR OUTDOOR USE ONLY.**  
**DO NOT USE OR STORE CYLINDER IN A BUILDING,**  
**GARAGE OR ENCLOSED AREA.**

**⚠ WARNING:**

- Know the odor of LP-gas. If you hear, see or smell leaking LP-gas, immediately move everyone away from the cylinder and call the Fire Department. Do not attempt repairs.
- Caution your LP-gas supplier to:
  - Be certain cylinder is purged of trapped air prior to first filling.
  - Be certain not to over fill the cylinder.
  - Be certain cylinder requalification date is checked.
- LP-gas is heavier than air and may settle in low places while dissipating.
- Contact with the liquid contents of cylinder will cause freeze burns to the skin.
- Do not allow children to tamper or play with cylinder.
- When not connected for use, keep cylinder valve turned off. Self contained appliances shall be limited to a cylinder of 30 lb capacity or less.
- Do not use, store or transport cylinder where it would be exposed to high temperatures. Relief valve may open allowing a large amount of flammable gas to escape.
- When transporting, keep cylinder secured in an upright position with cylinder valve turned off.

**WHEN CONNECTING FOR USE:**

- Use only in compliance with applicable codes.
- Read and follow manufacturer's instructions.
- Consult manufacturer's instructions concerning the cylinder connection provided with your appliance.
- Be sure regulator vent is not pointing up.
- Turn off all valves on the appliance.
- Do not check for gas leaks with a match or open flame. Apply soapy water at areas marked "X". Open cylinder valve. If bubble appears, close valve and have LP-gas service person make needed repairs. Also, check appliance valves and connections to make sure they do not leak before lighting appliance.
- Light appliance(s) following manufacturer's instructions.
- When appliance is not in use, keep the cylinder valve closed.



**DO NOT REMOVE, DEFACE OR OBLITERATE THIS LABEL**  
**EXCEPT AS AUTHORIZED BY ANSI/NFPA 58.**

**⚠ DANGER.** Do not store a spare LP cylinder under or near a barbecue grill or other heat sources.  
**NEVER** fill an LP cylinder beyond 80% full: a fire causing property damage, serious injury or death may occur.

# IMPORTANT SAFETY INFORMATION

## General Warnings

---

- **Children and adults should be alerted to the hazards of high surface temperatures and should stay away to avoid burns or clothing ignition.**
- **Children should be carefully supervised when in the area of the fireplace.**
- **Clothing or other flammable materials should not be hung from the fireplace or placed on or near the fireplace.**
- **Any guard or other protective device removed for servicing the fireplace must be replaced prior to operating the fireplace.**
- **Installation and service must be performed by a qualified service agency or gas supplier. Real Flame recommends using professionals who are certified in the U.S. by the National Fireplace Institute® (NFI) as NFI Gas Specialists.**
- **More frequent cleaning may be required as necessary. It is imperative that the control compartment, burners, and circulating air passageways of the appliance are kept clean.**
- Do not store or use gasoline or other flammable vapors or liquids within 25 feet (7.62 m) of this fireplace or any other appliance.
- Do not store combustible materials in the fireplace enclosure. This includes LP gas tanks. If the fireplace is designed to use a hidden LP gas tank, the LP gas tank should be properly secured in the designated tank holder under the fireplace. Do not store extra LP gas tanks under the fireplace.
- Be sure to protect the hose and its components from any hot surfaces. It is dangerous to allow the hose to come into contact with any hot surface.
- The LP gas tank should never be operated or stored on its side or upside down.
- Keep all parts of the fireplace clean including the burner and hose assembly. For more information on cleaning your fireplace please refer to the “Care and Cleaning” section of this manual.
- Do not use this fireplace if any part has been under water. Immediately call a qualified service technician to inspect the fireplace and replace any part of the system that has been under water.
- Do not use this fireplace for cooking.
- Do not pour water into the fireplace.
- Do not attempt to move or store this fireplace until all parts are cool.
- Always shut off the gas supply at the source and disconnect the hose when the fireplace is not in use.
- Any alteration of this fireplace that is not specifically directed in the owner’s manual will void the manufacturer’s warranty. This includes the use of unapproved filler materials.

# IMPORTANT SAFETY INFORMATION

## Installation Warnings

---

- Minimum clearance from the fireplace to combustible materials is 60 inches (152.4 cm) from top and 48 inches (121.9 cm) on all sides. Do not place this fireplace under any overhead structure or vegetation.
- The normal LP inlet pressure for this fireplace is 11.0" W.C. (2.74 kPa). Maximum inlet pressure is 13.0" W.C. (3.23 kPa). Minimum inlet pressure is 11.0" W.C. (2.74 kPa).
- Do not remove the feet from this fireplace.
- Do not place the fireplace on anything that blocks or seals the gap between the fireplace and the ground.
- Do not permanently secure the fireplace in any way or to any surfaces.
- Do not bury the hose. You must be able to visually inspect the hose for damage before each use.
- The hose could be damaged if it touches hot surfaces.

## Set Up Warnings

---

- Prior to each operation, check the hose assembly for evidence of excessive abrasion, wear or damage. Use a handheld mirror, if necessary, to see the hose sections located below the unit.
- If the hose assembly is damaged, cracked, or cut, it must be replaced before using the fireplace. The hose assembly must be replaced with a hose assembly specified by Real Flame. Please contact Real Flame Customer Service at 1-800-654-1704 for assistance.
- Place the hose out of the pathways where people may trip over it. Do not place the hose in areas where it may be accidentally damaged.
- Before each use, examine the burner and its components for dirt and debris. If cleaning is required, use a pipe cleaning brush and compressed air. Also examine the area around the burner. Any dirt or foreign material, such as spider webs, nests, leaves, etc., should be removed. If it is evident that the burner is damaged, the fireplace must not be used, and the burner assembly must be replaced. Please contact Real Flame Customer Service at 1-800-654-1704 for support.

## In-Use Warnings

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- NEVER LEAVE this fireplace unattended when in use.
- Do not burn solid fuels, such as charcoal briquettes, lump charcoal, manufactured logs, trash, leaves, paper, cardboard, any type of natural or treated wood, or any other materials in this fireplace.
- The use of alcohol, prescription or non-prescription drugs may impair your ability to safely operate this fireplace.
- Always use in accordance with all applicable local, state, and national codes. Contact your local fire department for details on outdoor burning.
- Do not use in windy conditions. Winds above 10 mph (16.09 kph) may cause the flame to extinguish.
- Some surfaces of this fireplace may become hot during use. Be careful and do not touch surfaces until the unit has cooled.
- Do not attempt to disconnect the gas supply from the fireplace when the unit is in use.
- Do not sit on the fireplace.

# PROPANE (LP) GAS DANGERS AND WARNINGS

## **⚠ WARNING**

LP gas is flammable and hazardous if handled improperly. Become aware of its characteristics before using any LP gas product. Failure to understand and follow these warnings or any directions and warnings provided by your LP gas supplier may result in property damage, serious injury, or death.

## **⚠ DANGER**

An LP gas tank should never be placed on its side. Doing so may cause liquid propane to leak. This could cause a fast buildup of LP gas and could lead to property damage, serious injury, or death.

## LP Gas Characteristics

- LP gas is flammable, explosive under pressure, heavier than air and settles in pools in low areas. Pooled gas may ignite causing a fire or explosion which could cause property damage, serious injury, or death.
- In its natural state, LP gas has no odor. For your safety, a scent has been added.
- Contact with LP gas could burn your skin.

## LP Gas Tank Information

- LP gas tanks should be filled only by a certified LP gas dealer.
- Never use an LP gas tank with a damaged body, valve, collar or footing.
- Dented or rusted LP tanks may be hazardous and should be checked by your LP gas supplier.
- The LP gas supply tank must be constructed and marked in accordance with *The Specifications for LP Gas Tanks of The U.S. Department of Transportation (DOT) or The National Standard of Canada, CAN/CSA-B339, LP Gas Tanks, Spheres and Tubes for The Transportation of Dangerous Goods; and Commission.*
- LP gas tanks must be arranged for vapor withdrawal.
- LP gas tanks must have a listed overfilling prevention device (OPD) and a QCCI or Type I (CGA810) LP gas tank connection.
- The LP gas tank must contain a shut-off valve as specified in *The Standard for Compressed Gas Cylinder Valve Outlet and Inlet Connection, ANSI/CGA-V-1-1977, CSA B96.*
- Never attempt to attach this fireplace to the self-contained LP gas system of a camper, trailer, motor home or house.
- Hand-turn the manual gas control valve on your LP gas tank. Never use tools. If the valve will not turn by hand, do not try to repair it. Call a certified gas technician.
- The use of force or any attempt at amateur repair may cause a fire or explosion.

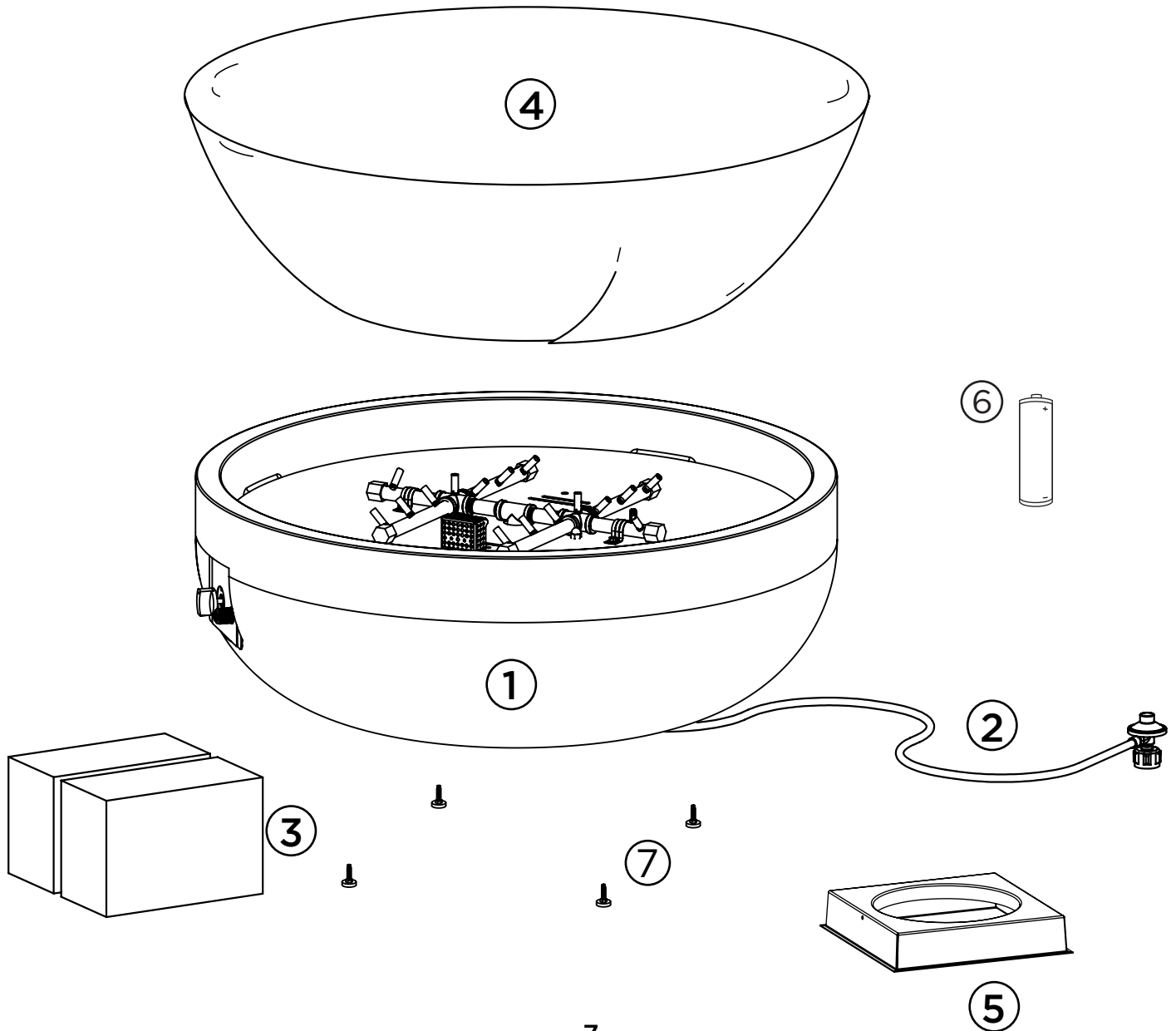
## LP Gas Tank Storage and Safety

- LP gas tanks must be stored upright and outdoors in a well-ventilated area out of reach of children.
- Never store an LP gas tank in an enclosed area, such as a shed or garage. Leaking gas could build up in these areas and may result in an explosion.
- Do not store LP gas tanks near any source of flame or ignition.
- Never store an LP gas tank in direct sunlight or where temperatures can reach 125°F (51.67°C) or higher.
- Never keep a filled LP gas tank in a hot car or car trunk. Heat will cause the gas pressure to increase, which may open the relief valve and allow gas to escape.
- Place the dust cap on the LP gas tank valve outlet when the LP gas is not in use. Only use the dust cap that is provided with the LP gas tank. Other types of caps or plugs may result in leakage of LP gas.
- The LP gas tank should not be dropped or handled roughly.



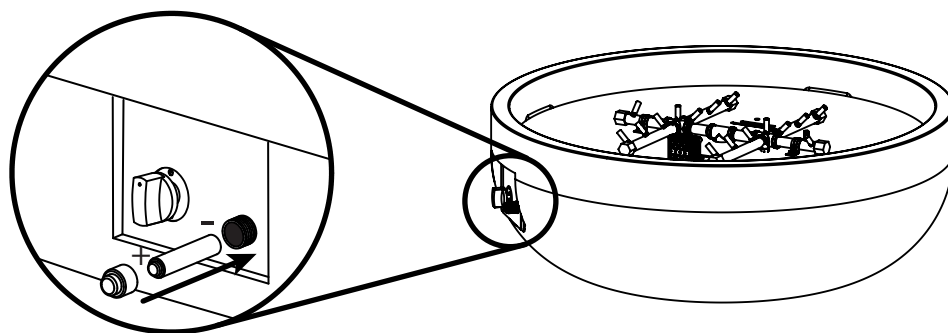
# PARTS LIST

ITEM	JCo NUMBER	QUANTITY
① Fire Bowl Body	N/A	1
② LP Hose and Regulator	11502-02A	1
③ Black Lava Rock	10024-BK-J	1
④ Protective Cover	0302A000	1
⑤ Tank Seat	11501-06A	1
⑥ AA Battery	N/A	1
⑦ Adjustable Feet	11501-03	4



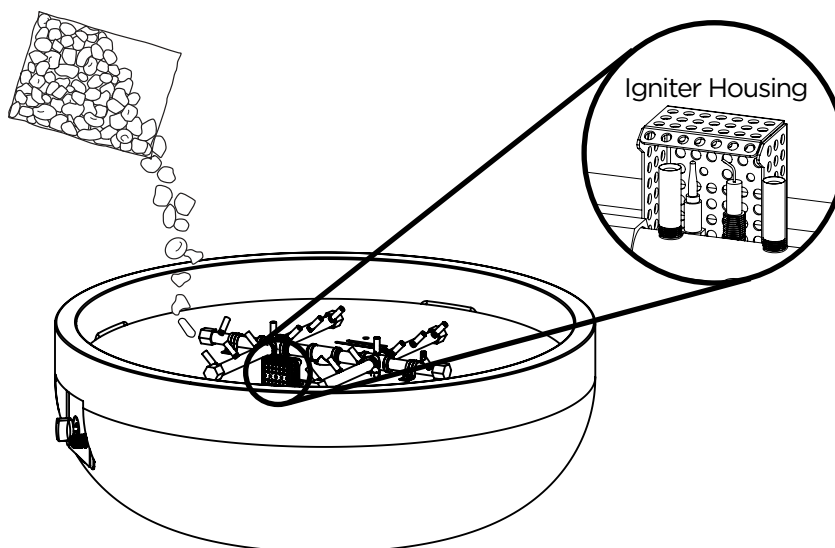
# ASSEMBLY INSTRUCTIONS

1. Install the AA battery as shown in the diagram below.



2. Place the filler material into the burner pan by hand. To avoid clogging the burner with dust do not dump the bag into the burner pan. Position the filler across the burner pan to a level that is .5 inches (1.27 cm) above the burner tube. Make sure you do not block the igniter housing with the filler material to ensure proper ignition and operation.

If using glass filler, Real Flame suggests first placing a layer of lava rock in the burner pan to improve airflow.



## **⚠ WARNING**

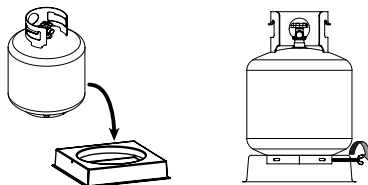
Failure to position the filler in accordance with these diagrams or failure to use only filler specifically approved with this appliance may result in property damage or personal injury.

### **Filler Material Warning**

- Do not overfill the burner area with rock or glass filler; use only the specified amount. The depth of the filler should not be more than .5 inches (1.27 cm) above the burner tube. Only Real Flame filler products have been certified and tested for safe use with this Real Flame fireplace. Using other filler material may result in increased popping and cracking or increased carbon monoxide emissions.
- Do not light or use this fireplace if the filler is wet. Ensure filler is completely dry before lighting. Intense heat can cause wet filler to explode and hit someone causing property damage, serious injury, or death.
- Keep away from the fireplace for at least 20 minutes during initial start-up as filler could retain moisture from manufacturing and shipping.

# ASSEMBLY INSTRUCTIONS

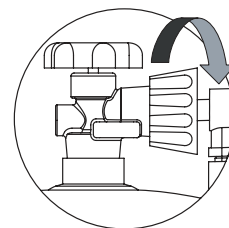
2. Place the tank seat on the ground and place a 20 lb LP gas tank into the designated area in the center. Once the tank is level and steady, tighten down the screw on the side of the tank seat to secure the tank in place.



## 3. Connect the LP Gas Tank

Before connection, be sure there is no debris caught in the collar of the LP gas tank, the regulator valve, the burner tube, or the burner ports.

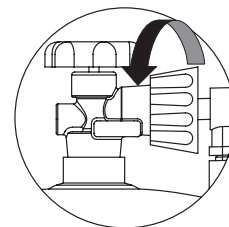
Connect the gas line to the tank by turning the connection knob clockwise. Hand-tighten only.



## Disconnect the LP Gas Tank

To disconnect the LP gas tank, make sure the valve on the LP gas tank is completely closed.

Disconnect the connection knob by turning it counterclockwise until it is detached from the valve.

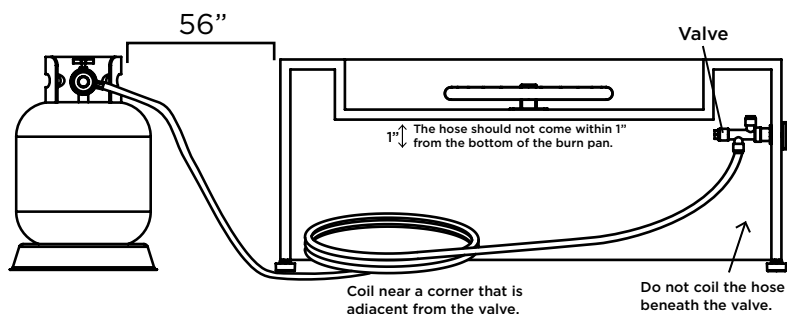


4. If you wish to enclose your LP tank in a decorative tank cover, we recommend using the Jensen Company model 133 Tank Cover. Any enclosure used must have a 0.5" (1.27 cm) air gap around the entire base AND at least two 7" x 1.5" openings located on two different sides of the enclosure. These openings must be within 5" of the top of the enclosure. If the propane tank leaks, these ventilation openings will allow the enclosure to vent. Not having the proper ventilation could result in property damage, personal injury or death.

## ⚠ WARNING

If the table is installed with a portion of the hose under the table, the hose must be secured, so that no part of the hose will be within 1" or come in contact with the underside of the burn pan or where the hose will not be accidentally damaged or pinched.

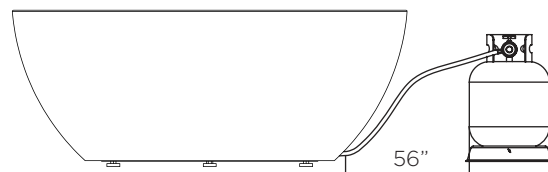
Failure to secure the hose in a safe location may result in a gas leak that could cause property damage, injury, or death. Follow all other hose inspection instructions listed in this manual.



## ⚠ WARNING

Place the LP gas tank 56 inches (142.2 cm) away from the fireplace and position the hose away from pathways or places where it could become damaged.

Watch your step while moving between the tank and the fireplace. Be careful not to trip on the hose.



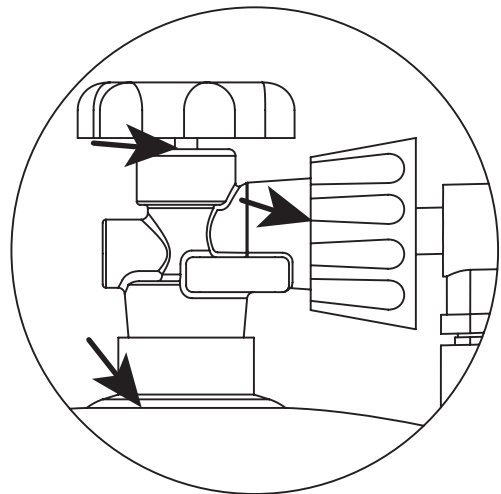
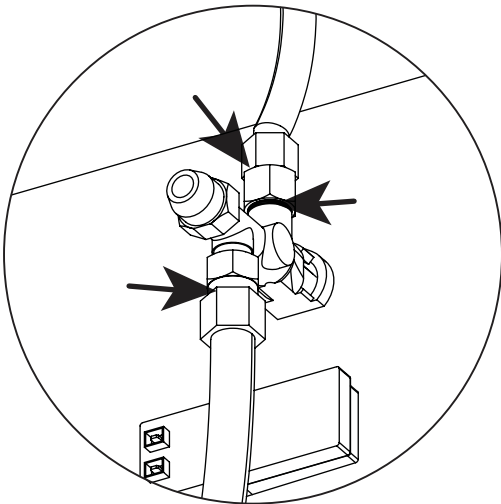
# PRE-USE INSTRUCTIONS

## **⚠ WARNING**

Before using this fireplace, make sure you have read, understand, and are following all information provided in this manual. Failure to follow these instructions could cause property damage, serious injury, or death.

## Checking for Leaks

1. Make a leak check solution by mixing 1 part dishwashing soap with 3 parts water in a spray bottle.
2. Make sure the control knob on the fireplace is in the “OFF” position, then connect your fireplace to the LP gas tank and turn the tank’s valve on.
3. Spray the leak solution on the valve connections, paying particular attention to the areas indicated by arrows in the diagrams below.
4. If bubbles appear, turn the LP gas tank off, disconnect the tank, and inspect all connections, making sure threads are clear of debris. Reconnect the LP gas tank and retest. If you continue to see bubbles, turn the LP gas tank off. Disconnect the hose and call Real Flame Customer Service at 1-800-654-1704 for assistance.
5. If no bubbles appear after 1 minute, wipe away excess leak solution and proceed to “Lighting Instructions.”

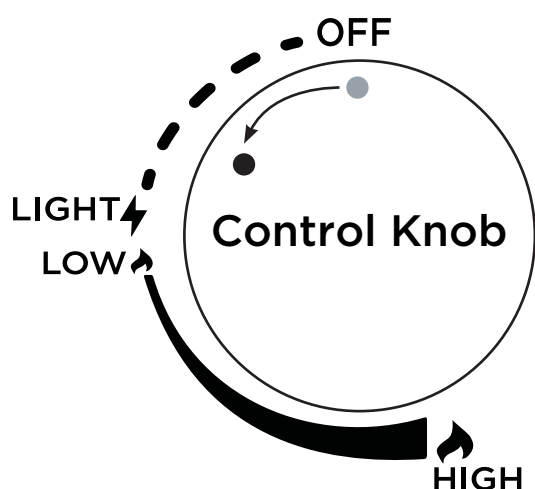
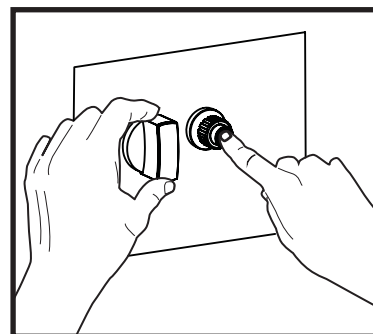


**Pay close attention to the areas indicated by the arrows.**

# LIGHTING INSTRUCTIONS

## Using the Igniter

1. Read and understand all operating instructions before lighting.
2. Before beginning, make sure the control knob is in the “OFF” position.
3. Connect your LP gas tank (see previous pages).
4. Slowly open the valve on your LP gas tank.
5. Prepare to ignite your fireplace by placing one hand on the control knob and one hand on the igniter button (see diagram). **DO NOT** lean over any part of the burner. Verify that the area around the burner is free of hazards.
6. Push and hold the igniter button. You should hear a clicking sound.
7. While keeping the ignition button depressed, use your other hand to push in and turn the control knob counterclockwise to the “LIGHT” position.
8. Once the burner ignites, release the igniter button, but continue to keep the control knob pushed in for 15-30 seconds.  
**WARNING:** If ignition does not occur in 30 seconds, turn the control knob to the “OFF” position and turn the gas off at its source. Make sure there is no source of ignition around the fireplace and wait at least 5 minutes until the gas has cleared to repeat the lighting procedure. Failure to do so could result in a large flashback of pooled gas, causing property damage, serious injury, or death.
9. After successfully lighting the fireplace, release the control knob and turn it to the “LOW” setting. Observe the flame and make sure that all the burner ports are lit.
10. Adjust the flame to the desired height using the control knob.



## Flame Height



8-14" (20.3-35.5 cm)
-------------------------

## Shut-Off Instructions

1. Turn the control knob to the “OFF” position.
2. Close the valve on the LP gas tank to shut off gas flow.

# CARE AND CLEANING

## Inspecting Your Fireplace

### **WARNING**

DO NOT inspect, clean, move or store your fireplace until the flames are COMPLETELY out and all parts are cool to the touch.

Your fireplace should be inspected regularly to ensure that it is safe to use and to extend the life of its parts.

### **Inspect your fireplace:**

1. Make sure all parts are securely fastened in place. If a part moves when touched, check its connection points to see if they are loose.
2. Check all connections for leaks using the method described in the “Checking for Leaks” section of this manual.
3. Visually check all components for any signs of damage, rust, or excessive wear.
4. If damage or leaks of any kind are found. DO NOT operate the fireplace until the proper repairs have been made.

### **WARNING**

DO NOT tamper with this fireplace. This is dangerous and will void the warranty. Repairs and modifications must be approved by Real Flame and completed by a professional gas technician.

This fireplace has been tested and certified by a third party certification agency based on its specific and unique parts. Installing any other parts will void both the certification and the warranty. For approved replacement parts contact Real Flame Customer Service at 1-800-654-1704.

## General Care and Cleaning

After repeated use, a slight discoloration or weathering of the fireplace finish may occur. Your fireplace should be cleaned regularly to ensure safe use and extend its life.

### **General Cleaning**

Make a cleaning solution using a mild soap mixed with water. Use a soft cloth to wipe down exterior surfaces and rinse with clean water. Never use oven cleaners or abrasive solvents as these will damage the fireplace.

### **Burner**

The burner should be kept clean to ensure proper operation. Clogged burner ports may be cleared with a paper clip or pin. Debris in the burner tube can be cleaned using compressed air or a pipe cleaning brush.

### **Soot**

After use it is possible for soot to develop on some surfaces. This soot deposit will usually come off with water and mild soap.

### **Sealing**

To maintain the fireplace finish it is recommended to reseal the table surface with a water-based sealer, annually. Resealing will restore the beauty of the finish and further protect the fireplace.



# CARE AND CLEANING

## Storage

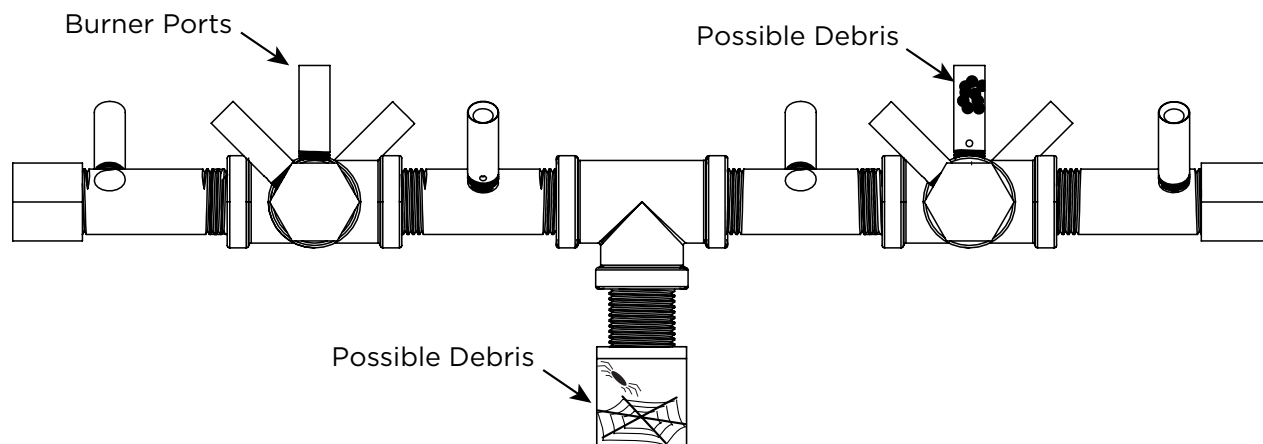
1. Turn the LP gas supply off at the tank. Remove the LP gas tank and store it in a cool, dry location, outside and away from children.
2. Secure all loose filler material or parts.
3. Cover the fireplace when not in use and do not allow water to pool on the cover surface. Covering the fireplace will help to protect the internal components from dirt and debris and prevent the finish from fading.
4. Store the fireplace in a cool, dry location away from children and pets.

## SPIDER AND INSECT WARNING

Spiders or other insects may build webs or nests in your fireplace burner tube which can obstruct or block the flow of gas.

Some of the gas may back up in the burner tube and cause a flashback (a fire in the burner tube or underneath the fireplace), which could result in property damage, serious injury, or death. Check and clean the burner tube periodically using a pipe cleaning brush (shown below) and compressed air available at any hardware store.

**Example of a typical burner tube.  
Your exact burner tube may vary.**

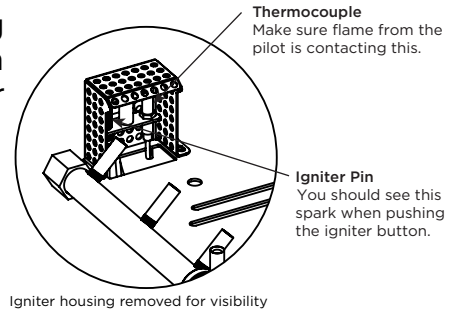


**Example of pipe cleaning  
brush available at local  
hardware store.**

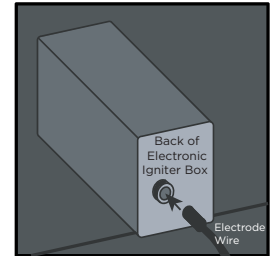
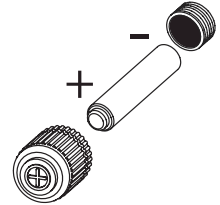
# TIPS AND TROUBLESHOOTING

## If the Fireplace Will Not Ignite

If the igniter system is working correctly, you should hear a clicking sound while the igniter button is being pushed and you should see a spark inside the igniter housing. If you do not see the spark or hear a clicking sound, please check the following:



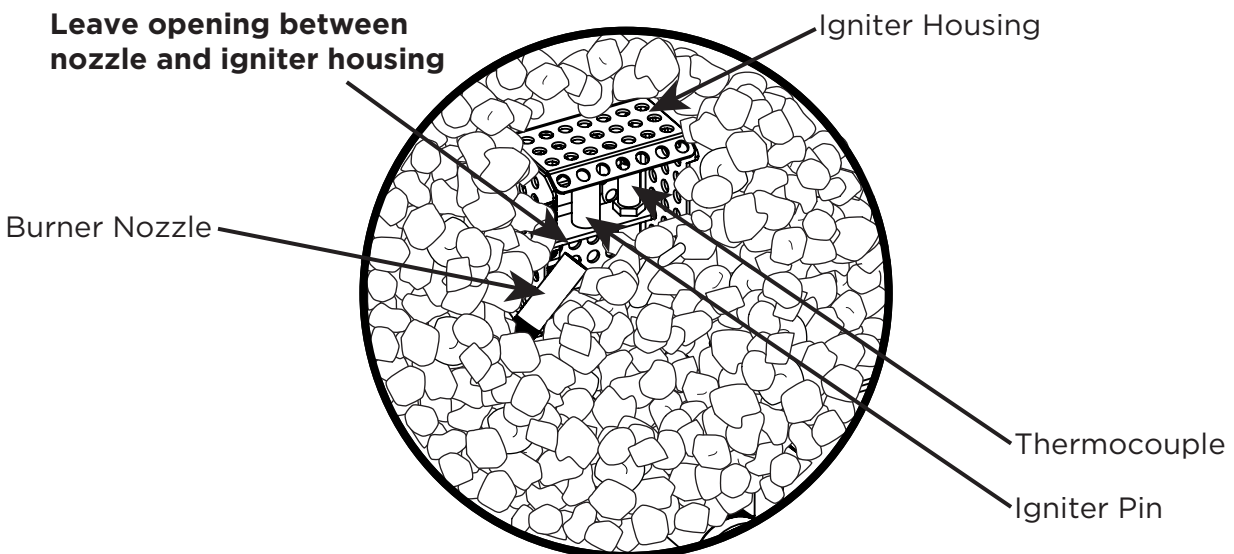
1. Make sure the battery is not dead and that it is installed correctly, with the positive (+) side facing out.
2. If you still do not hear a clicking sound or see a spark in the igniter box, look under the fireplace and make sure that the electrode wire is correctly inserted into the back of the electronic igniter box. While inspecting the electrode wire, make sure that it is not cut or broken in any place. If the wire has been damaged contact Real Flame Customer Service at 1-800-654-1704 for a replacement.



## If the Fireplace Will Not Stay Lit

If the fireplace lights, but will not stay lit, or remains lit only for a brief time, please check the following:

1. Make sure that the igniter housing is unobstructed. Clear away any filler material or debris on the housing and make sure there is nothing between the igniter housing and the closest nozzle.

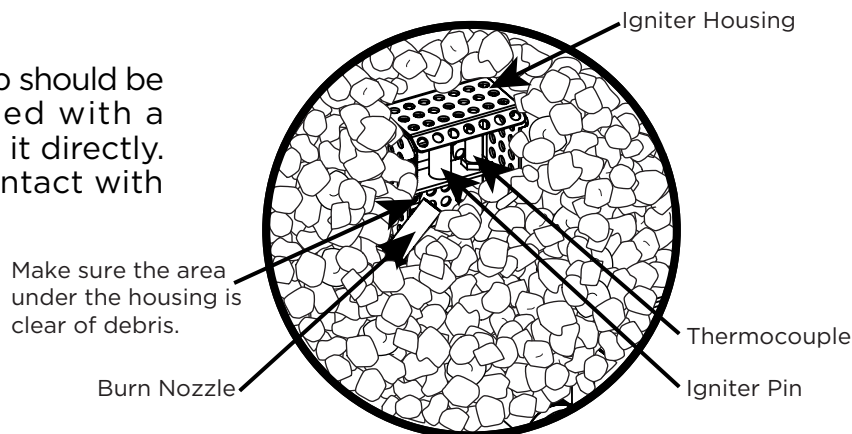


# TIPS AND TROUBLESHOOTING

## If the Fireplace Will Not Stay Lit (Cont.)

2. Make sure the thermocouple and igniter pin are correctly positioned.

**Thermocouple** - The thermocouple tip should be located close to the burner, aligned with a burner nozzle so that flames contact it directly. Make sure the flames are making contact with the thermocouple tip.



### Damaged Thermocouple

If the igniter housing and the thermocouple tip are clear of debris and the flame is clearly contacting the tip of the thermocouple, but the fireplace will still not stay lit, the thermocouple may be damaged. Look beneath the fireplace and find the copper thermocouple wire coming out of the back of the valve. Examine the length of it for any signs of damage. Sharp bends, kinks or damage can cause the thermocouple to not function correctly. If you find damage to the thermocouple contact Real Flame Customer Service at 1-800-654-1704 for a replacement.

**Igniter Pin** - The igniter pin is where the spark is generated to ignite your fireplace. Make sure you can see this sparking when the igniter button is pushed. If you do not see a spark please contact Real Flame Customer Service at 1-800-654-1704.

## Other Common Problems

### Clogged or Obstructed Burner

It is common for bugs, especially spiders, to make webs or nests inside of burner tubes. If it seems like you are getting low or no gas flow, visually check all openings in the burner for signs of clogs. If you see anything clogging the burner try using a pipe cleaning brush and compressed air to remove the debris.

### Out of Gas

Be sure your LP gas tank is not empty. Low tanks can result in lower flames.

### Cold Temperatures

Cold temperatures outside may result in lower LP gas tank pressures causing the flames to be lower. Do not use your fireplace in extreme temperature conditions. Allow the temperature of your LP gas tank to rise and as the pressure in the LP gas tank increases the flame size will increase. NEVER heat your LP gas tank; allow it to warm up naturally.

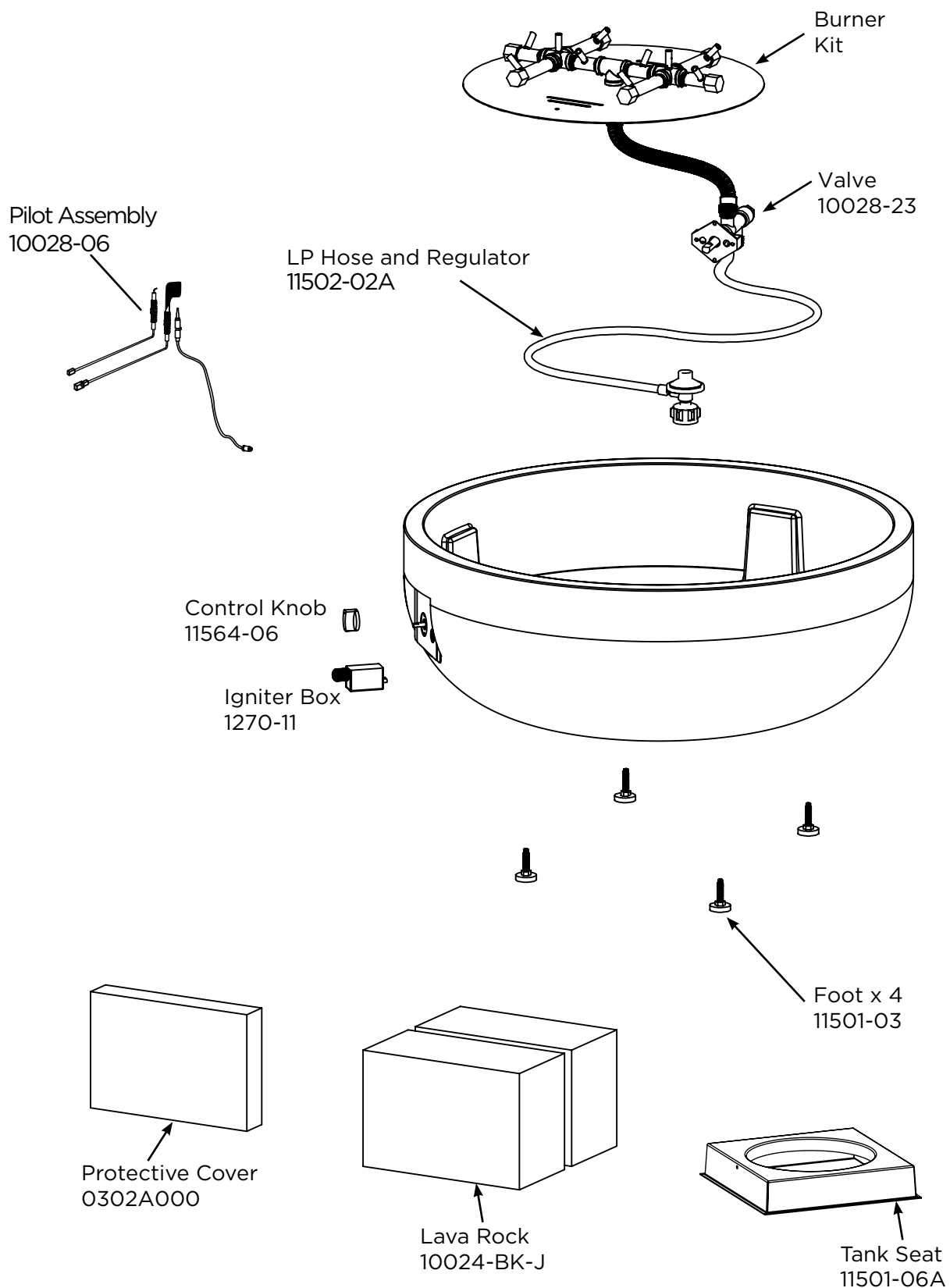
### High Winds

Your fireplace is designed to operate in winds up to 10 mph (16.09 kph). High winds may cause the flame to blow out. Do not operate your fireplace in high wind conditions.

**If you continue to have problems with your fireplace please contact Real Flame Customer Service at 1-800-654-1704.**

# TECHNICAL PARTS LIST

For replacement parts, contact Jensen Company at 1-800-654-1704.



# WARRANTY

JENSEN CO  
ESTD 1982

## Limited Warranty

Real Flame® warrants that the following components of this Jensen Company fireplace ("the Product") will be free from manufacturing defects in material and workmanship after correct assembly and under normal use and proper maintenance for the periods indicated below, commencing with the date of purchase of the Product:

- The body – 5 year limited warranty.
- The internal components – 2 year limited warranty.
- The burner system – limited lifetime warranty.

This non-transferable warranty extends to the original purchaser only, provided that the purchase was made through an authorized Real Flame dealer. The warranty is also subject to the following conditions and limitations:

This warranty does not extend to damages caused by shipping, improper assembly, installation or storage, installation that does not comply with building codes and ordinances, installation or operation not in accordance with the included manual, abuse, lack of maintenance, hostile environments, accident, natural weather, or unworkmanlike repairs. Modification of the Product, use of fuels other than what is approved by Real Flame, or use of parts installed from other manufacturers will nullify this warranty.

This warranty applies to the functionality of the Product only and does not cover cosmetic issues such as scratches, dents, rust, oxidation, corrosion, areas discolored or cracked due to prolonged exposure to extreme heat, or damage caused by abrasive or chemical cleaners. However, should deterioration of parts occur to the degree of non-performance within the duration of the warranty period, Real Flame will provide a replacement part.

Real Flame requires reasonable proof of your date of purchase. Therefore, you should retain your sales receipt and/or invoice. Defective parts subject to this warranty will not be replaced without proof of purchase.

Real Flame must have the opportunity to verify the alleged defect. In order for any internal components to be covered under warranty, Real Flame requires the user to troubleshoot with a Real Flame Customer Service member to ensure proper operation and diagnosis of issue.

In the event of covered defects in warranted items, Real Flame will, at its sole option and discretion, replace the defective component, replace the Product or refund the purchase price. Real Flame is not responsible for the installation, labor or any other costs associated with the reinstallation. The foregoing is the exclusive remedy under the terms of this limited warranty. Real Flame will not be responsible for any incidental or consequential damages caused by defects in the Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This limited warranty is the sole express warranty given by Real Flame. The duration of any implied warranty arising under the laws of any state, including implied warranty of merchantability or fitness for a particular purpose or use, is limited to the duration of the warranty specified above. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

For warranty service:

1. Call Real Flame Customer Service at 1-800-654-1704 for technical support and troubleshooting.
2. If experiencing issues with finish, please fill out the 'Outdoor Warranty Claim' form at [www.realflame.com](http://www.realflame.com).

# RETURN POLICY

## **Return Policy**

You may return your purchase within 90 days of receipt. No refunds will be issued for incomplete or unauthorized returns. All returned products must be 100% complete, adequately packaged in original packaging and in resalable condition. Products that have been assembled or modified will not be eligible for return. All items must be returned in their entirety, meaning all items included must be returned together. No returns or exchanges on discontinued items. Please begin the return process by contacting the store or company where you bought your Real Flame® item.

## **Replacement Parts**

In the event that an item has been lost or damaged, either by the manufacturer or in shipping, you may request a replacement. Replacement parts are not available for all units and only given at Real Flame's discretion. We will assess any damage and find a solution, which could include shipping you a replacement. No replacements are available for discontinued items or repackaged (open box) products. Please call Real Flame Customer Service at 1-800-654-1704 for replacement parts before returning the damaged item. Please have the following information (which can be found in your instruction manual) ready before you call Customer Service:

- Model number of item
- 4-8 digit part number
- Shipping address
- A picture of the damaged item may be requested. Pictures should be sent to [csrep@realflame.com](mailto:csrep@realflame.com)

## **Incorrect Order Received**

If you received something other than what you ordered, please contact Real Flame Customer Service at 1-800-654-1704 within 48 hours of receiving the item.

Refer to [www.realflame.com](http://www.realflame.com) for our complete return guidelines and policies.

Please register your fireplace for recall notifications, proof of ownership and quality assurance at <https://www.realflame.com/registration>.

Real Flame®  
7800 Northwestern Ave.  
Racine, WI 53406  
USA

Customer Service: 1-800-654-1704 in USA  
Service à la clientèle: 1-800-363-6443 in Canada  
[csrep@realflame.com](mailto:csrep@realflame.com)

## Appendix B



## AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement ("Development Agreement") is entered into as of the 14<sup>th</sup> day of JUNE, 2023 (the "Effective Date"), by and between **TOWN OF SPRINGDALE**, a Utah municipal corporation (the "Town"), on the one hand; and **STEWART FERBER**, an individual; **FERBER ENTERPRISES, L.L.C.**, a Utah limited liability company; **HURRICANE SUITE RETREATS, LLC**, a Utah limited liability company; **STUMAR PROPERTIES, L.L.C.**, a Utah limited liability company; **SPRINGDALE HOTEL PARTNERS, LLC**, a Utah limited liability company; and, **SPRINGDALE 1031, LLC**, a Utah limited liability company, along with their heirs, successors, and assigns, on the other hand. Stewart Ferber, Ferber Enterprises, L.L.C.; Hurricane Suite Retreats, LLC; Stumar Properties, L.L.C.; Springdale Hotel Partners, LLC; and Springdale 1031, LLC are sometimes referred to collectively as the "Ferber Parties."

### RECITALS OF FACTS

1. On November 10, 2015, the Town and a combination of some of the Ferber Parties or their predecessors entered into a Development Agreement (the "2015 Development Agreement"). Initially, the parties to the 2015 Development Agreement were Stumar Properties, L.L.C., as owner of **Parcel No. S-78-A-1**, or the "Montclair Property"; The Robert E. and Violet B. Ralston Trust, owner of **Parcel Nos. S-21-B and S-21-C**, or the "West Temple Property"; Haley Harrison Hospitality, LLC, owner of **Parcel No. S-ELKR-1**, the "La Quinta Property"; Zion Canyon Campground, LLC, owner of **Parcel Nos. S-94-B-1, S-95, S-96, S-97-B, and S-97-C**, the first part of the "Campground Property"; and Ferber Enterprises, LLC, owner of **Parcel No. S-103-B-1**, the second part of the "Campground Property."
2. The 2015 Development Agreement was recorded in the Office of the Washington County Recorder as Entry No. 20160003573. The intent of this Development Agreement is to amend, supersede, and replace the 2015 Development Agreement in its entirety.
3. On April 3, 2019, **Parcel Number S-78-A-1**, the "Montclair Property," was transferred from Stumar Properties, LLC to Hurricane Suite Retreats, LLC and recorded in the office of the Washington County Recorder as Entry No. 20190012247.
4. On June 6, 2019, **Parcel Number S-21-B**, of the "West Temple Property," was transferred from The Robert E. and Violet B. Ralston Trust to Stumar Properties, L.L.C., and recorded in the office of the Washington County Recorder as Entry No. 20190022259.
5. On April 10, 2023, **Parcel Number S-ELKR-1**, the "La Quinta Property," was transferred from Haley Harrison Hospitality, LLC to tenants in common, Springdale Hotel

Partners, LLC, and Springdale 1031, LLC, and recorded in the office of the Washington County Recorder as Entry No. 20230009739.

6. On March 8, 2023, **Parcel Numbers S-94-B-1, S-95, S-96, S-97-B, and S-97-C** the first part of the "Campground Property," were transferred from Noah & Sydni Investments, LLC (successor to Zion Campground, LLC) to Ferber Enterprises, L.L.C., and recorded in the office of the Washington County Recorder as Entry No. 20230006197.

7. The Ferber Parties own multiple improved and unimproved parcels of property, inclusive of a newly acquired parcel adjacent to the Zion Canyon Campground, Tax Parcel No. S-105. The Ferber Parties are willing to voluntarily and forever decrease and restrict by recorded covenant the lawful and permitted uses and development on certain of the Properties that may have negative aesthetic impact on other contiguous properties, their owners and the greater community in general in exchange for certain development incentives on other of the Properties.

8. The Properties restricted by this Development Agreement are presently owned and identified as follows:

- a. **Serial/Parcel S-78-A-1** (the "Montclair Property") is owned by Hurricane Suite Retreats, LLC, with Stewart Ferber as its managing member, which is legally described as follows:

S: 32 T: 41S R: 10W BEG S89\*58'40 E 2495.52 FT ALG C/S/L & N 93.67 FT FM W1/4 COR SEC 32 T41S R10W; TH N40\*29'15 W 394.54 FT; TH N50\*0'05 E 20 FT; TH S40\*29'15 E 41.30 FT; TH N50\*0'05 E 101.50 FT; TH N19\*01'23 W 207.49 FT; TH N82\*31'15 E 5.32 FT; TH N82\*29'30 E 20.29 FT; TH S61\*16'30 E 52.03 FT; TH S58\*05' E 32.58 FT; TH S88\*21' E 153.60 FT; TH S50\*50 E 38.85 FT; TH S51\*26'34 E 36.88 FT; TH S67\*01'46 E 138.91 FT TO PT R/W HWY 9 BEING ON CUR RGT RAD PT BEARS N59\*55'21 W 950 FT; TH ALG R/W SWLY ALG ARC CUR THRU CTL ANG 2\*45'06" DIST OF 45.62 FT; TH S23\*19'16 W 102.91 FT; TH S32\*49'45 W 314.71 FT TO POB.

- b. **Serials/Parcels S-21-B and S-21-C** (the "West Temple Property") are owned by Stumar Properties, L.L.C., with Stewart Ferber as its managing member, which are legally described as follows:

S-21-B

SPRINGDALE CITY LOTS 21-30 (S) Lot: 21 BEG SW COR LOT 21  
SPRINGDALE CITY SUR TH S79\*30' W 232.82 FT TO W LN SE1/4 SE1/4

SEC 29 T41S R10W TH N 456.53 FT M/L TO W LN WINDER PRPTY; TH S70\* E 107.50 FT; TH S65\*13' E 61.41 FT; TH N83\*20' E 15 FT M/L TO W LN JOHNSON PRPTY; TH S10\*35' E 130 FT; TH S24\*31' E 149.44 FT; TH N78\*42' E 143.65 FT; TH S10\*35' E 55 FT; TH S78\*42' W 179.65 FT M/L TO POB. LESS: BEG NW COR LOT 21 STS TH S10\*40'07 E 128.03 FT; TH S22\*41'09' E 150.20 FT; TH N79\*47'24 E 130.88 FT TO POB; TH N79\*47'24 E 30.02 FT; TH S12\*08'08 E 55.02 FT; TH S79\*42'07 W 30.02 FT TO POB.

S-21-C

S: 29 T: 41S R: 10W BEG AT PT N 699.35 FT & W 953.65 FT & S.65 FT & S 78\* W 125.737 FT FM SE COR SEC 29 T41S R10W TH S 78\* W 286.763 FT; TH N 67.470 FT; TH N 78\* E 257.729 FT; TH S 24\*48'35 E 67.68 FT TO POB; LESS: EASTERLY 86.71 FT M/L.

- c. **Serial/Parcel S-ELKR-1** (the "La Quinta Property") is owned by Springdale Hotel Partners, LLC, and Springdale 1031, LLC, with Stewart Ferber as its managing member, which is legally described as follows:

All of LOT 1, ELK RANCH SUBDIVISION according to the Official Plat thereof on file in the Office of the Washington County Recorder.

- d. **Serials/Parcels S-94-B-1, S-95, S-96, S-97-B and S-97-C** (the first part of the "Campground Property") is owned by Ferber Enterprises, L.L.C., with Stewart Ferber as its managing member, which are legally described as follows:

S-94-B-1

S: 28 T: 41S R: 10W BEG AT PT S47\*30'35 W 407.54 FT FM NE COR NE1/4 SW1/4 SEC 28 T41S R10W, SD PT BEING ON CTR/L VIRGIN RVR, TH S61\*35'25 W 177.86 FT; TH S43\*47'55 W 415.87 FT; TH S2\*49'43 W 148.59 FT; TH S49\*34'30 E 106.22 FT; TO CTR/L VIRGIN RVR; TH ALG SD CTR/L N31\*50 E 65.73 FT; TH ALG SD CTR/L N51\*35'40 E 82.93 FT; TH ALG SD CTR/L N30\*06'05 E 437.48 FT; TH ALG SD CTR/L N35\*14'19 E 98.75 FT; TH ALG SD CTR/L N07\*18'04 W 35.38 FT TO POB.  
ALSO: BEG AT PT S69\*59'15 E 2028.33 FT FM W1/4 COR SEC 28, TH S2\*49 43 W 125.69 FT; TH N49\*34'30 W 78.34 FT; TH N41\*22'41 E 99.60 FT TO POB.

S-95

S: 28 T: 41S R: 10W ALL LOT 2 O D GIFFORD'S SUR SEC 28 T41S R10W LESS THAT POR LOT 2 AS FOL: BEG AT PT S86\*24' E 1303 FT FM 1/4 COR COMN TO SECS 28 & 29 T41S R10W; TH S13\*10' W 87 FT TH S53\*00' E 799 FT TH N44\*00' E 40 FT; TH N50\*30' W 840 FT TO POB.

S-96

S: 28 T: 41S R: 10W BEG S87\*54' E 1294.4 FT FM W1/4 COR SEC 28 T41S R10W; TH S50\*14' E 1056 FT; TH S39\*46' W 103.5 FT; TH N50\*14' W 276 FT; TH N49\*12' W 586 FT; TH N50\*50' W 144 FT; TH N11\*52' E 107 FT TO POB. CONT 2.343 AC IN NW1/4 SW1/4 & NE1/4 SW1/4 SD SEC 28.

S-97-B

S: 28 T: 41S R: 10W BEG AT PT S69\*59'15 E 2028.33 FT FM W1/4 COR SEC 28 T41S R10W, TH S41\*22'41 W 99.60 FT TO NLY BDRY ZION SHADOW SUB; TH N49\*34'30 W ALG BDRY 127.93 FT; TH N48\*58' W ALG BDRY 190.30 FT; TH N49\*11' W ALG BDRY 26.08 FT; TH N40\*48'40 E 94.62 FT; TH S49\*11'20 E 199.54 FT; TH S49\*51' E 83 FT; TH S52\*57'36 E 62.91 FT TO POB.

S-97-C

S: 28 T: 41S R: 10W BEG S73\*56'39 E 1707.79 FT FM W1/4 COR SEC 28 T41S R10W; TH S40\*48'40 W 94.62 FT TO NLY BDRY ZIONS SHADOWS SUB; TH N49\*11' W ALG SD BDRY 240.40 FT; TH N40\*48'40 E 94.60 FT; TH S49\*11'20 E 240.40 FT TO POB.

- e. **Serial/Parcel S-103-B-1** (the second part of the "Campground Property") is owned by Ferber Enterprises, L.L.C., with Stewart Ferber as its managing member, which is legally described as follows:

S: 28 T: 41S R: 10W BEG N89\*11'20 E 143.52 FT FM NW COR NE1/4 SW1/4 SEC 28 T41S R10W; TH N88\*14'32 E 471.26 FT; S 109.33 FT TO S LN LOT 8 O D GIFFORD SUR; TH S88\*14'32 W ALG S LN LOT 8 DIST OF 438.39 FT; TH N58\*55'28 W 39.54 FT; TH N0\*39'16 E 87.92 FT TO POB. ALSO: R/W.

- f. **Serial/Parcels S-105 and S-106-A** (the third part of the “Campground Property”—collectively the three parts are referred to as the “Campground Properties”) are owned by Ferber Enterprises, L.L.C., with Stewart Ferber as its managing member, which is legally described as follows:

**S-105**

S: 28 T: 41S R: 10W BEG AT PT N 102.6 FT & E 142.7 FT FM SWCOR SE1/4 NW1/4 SEC 28 T41S R10W SLM; &RN TH N 88\*12' E 362.6 FT; TH S 50 FT; TH N 88\*00' E 354 FT; TH S 34\*00' E 57.52 FT; TH S 88\*00' W 784.8 FT; TH N100 FT M/L TO POB. CONT 1.24 AC M/L WITHIN LOT 8 O D GIFFORD ENTRY IN SD SE1/4 NW1/4 SEC 28.

**S-106-A**

S: 28 T: 41S R: 10W BEG AT PT N88\*27'47 E 614.77 FT FM NW COR NE1/4 SW1/4 SEC 28 T41S R10W; TH N88\*14'32 E 276.72 FT; TH S33\*45'28 E 67.10 FT; TH S34\*15'16 E 62.10 FT TO SE COR LOT 8 & NE COR LOT 2 O D GIFFORD SUR; TH S88\*14'32 W ALG S LN LOT 8 GIFFORD SUR 348.99 FT; TH N 109.33 FT TO POB.

9. The Ferber Parties have proposed and the Town has agreed to certain development incentives to the La Quinta and Campground Property in exchange for other property being transferred to the Town, which other properties are unrelated to the 2015 Development Agreement and are for the purpose of affordable housing.

10. Town Code section 10-1-7 states that all incentives and modifications of development standards shall be stipulated in a legally binding agreement. This section allows the Town to offer development incentives to property owners who provide facilities, amenities, or improvements that help achieve the goals and objectives of the general plan, and that are not otherwise required by the Town Code.

11. The Planning Commission and Town Council have found that transferring the five Red Hawk Lots, S-RDHK-1, -2, -3, -14, and -15 (all located in Medium Income Housing Development Zone) and Parcel S-1000-C (located in the Central Commercial (CC) Zone) in exchange for certain development incentives will promote the goals and objectives of the Town's General Plan, specifically:

- a. Land Use and Town Appearance, 1.0 promotes the Town maintaining its unique village character through management of type, size, scale, intensity, and appearance of new growth.
- b. Housing, Sub-Goal A, 3.A. that encourages protecting the character of existing residential neighborhoods and providing additional housing when making land use policies.

c. Housing, Sub-Goal B, 3.A.1 that encourages the Town to seek partnerships to provide more affordable housing and workforce housing to promote community character by providing opportunities for key contributors in the community to live full-time.

12. These development incentives are as follows:

- a. reducing the setback for a patio cover for a restaurant space above the La Quinta lobby to not less than three feet from the UDOT right-of-way;
- b. a reduction of the setback for the Zion Canyon Campground parcels S-103-B-1 and S-106-A with regard to the newly acquired S-105;
- c. allowing the flood hazard area on parcel S-106-A to be measured from an elevation of one foot above base-flood-elevation, rather than natural grade; and
- d. allowing buildings in the VC Zone on parcel S-103-B-1 and S-106-A to be connected via an elevated covered walkway.

13. After consideration of the Development Agreement as set forth herein and the goals and objectives of the General Plan, the Town Council specifically finds that this Development Agreement will promote the goals and objectives of the General Plan.

14. This approval is conditioned upon the following:

- a. vegetation screening between parcels S-103-B-1 and S-106-A and its neighboring lots to mitigate the impact from the reduction of the required setback for large buildings;
- b. the elevation of the building on parcel S-106-A be measured from no more than one foot above the floodplain and be a similar design as the front three buildings;
- c. a maximum of eighty (80) transient lodging units will be allowed on the Campground Properties;
- d. all properties to be transferred to the Town must be transferred and recorded with the office of the Washington County Recorder prior to any development; and
- e. parcels **S-94-B-1, S-95, S-96, S-97-B, S-97-C, S-103-B-1, and S-106-A** must be combined into a single parcel and recorded with the office of the Washington County Recorder prior to any permits being administered for these approved development incentives.

15. The Town Council further finds that the incentives offered to the Ferber Parties as set forth in this Development Agreement are roughly proportionate to the public benefit which will be provided by the Ferber Parties and, when considered cumulatively it will provide the

addition of six lots for workforce housing. Further, the Town Council finds that the public benefit justifies the development incentives contained in this Development Agreement.

16. This Development Agreement shall amend, supersede, and replace in its entirety the 2015 Development Agreement and the 2015 Development Agreement shall be terminated as of the Effective Date.

NOW THEREFORE, in consideration of their mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

The parties make the following agreements:

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Term. This Agreement shall commence on Effective Date.

3. Restrictions on Development and Operation. The development of the Properties including, without limitation, type of use, maximum height and size of buildings, building setback requirements, parking requirements, landscaping requirements, and provisions for reservation or dedication of land for public purposes, shall be governed by the Town Code, except as it is modified by the following (collectively the "Development Criteria") as they existed on the November 10, 2015:

#### **(a) West Temple Property**

(i) Development shall be limited to ten (10) employee housing units and uses accessory to the ten (10) employee housing units, with the exception of improvements necessary for public access to the Town trail. A restrictive covenant limiting future development on this property was recorded in the office of the Washington County Recorder as Entry No. 20160003574 pursuant to the 2015 Development Agreement.

(ii) Further, pursuant to the 2015 Development Agreement, a perpetual easement for public ingress and egress across the West Temple property to access the Town's public trail system on the west side of the property from West Temple Drive was recorded in the office of the Washington County Recorder as Entry No. 20160003575.

(iii) The Ferber Parties will take necessary and appropriate steps to control storm runoff from the property (both in its current undeveloped state and in its future developed state) such that storm water, mud, debris, and other storm runoff are mitigated. Throughout the period of time this property remains developed as of the Effective Date, the Ferber Parties will use their best efforts and work in good faith with the Town to mitigate the impacts of storm runoff from the property. When the property is further developed as set forth in this Agreement, the installation of adequate facilities to collect and appropriately discharge storm runoff will be a condition of Design/Development review and approval.

(iv) A copy of this Agreement will be recorded in the Washington County Recorder's Office against the West Temple Property.

**(b) La Quinta Property**

(i) The property shall be allowed a total of one hundred sixty-four (164) transient lodging units.

(ii) The front setback shall be reduced for the purpose of a permanent patio cover over the restaurant space at the La Quinta lobby building to no less than three feet (3') from the UDOT right-of-way.

(iii) A copy of this Agreement will be recorded in the Washington County Recorder's Office against the La Quinta Property.

**(c) Montclair Property**

(i) The property shall be allowed a total of fifty-eight (58) transient lodging units and one (1) employee housing unit.

(ii) All new development on the property must be contained within the portion of property zoned Village Commercial as of the Effective Date.

(iii) The hundred-foot (100') setback for a building larger than 5,000 square feet (and up to 8,000 square feet) in the Village Commercial zoning standards as of the Effective Date shall not be measured from any portion of the Montclair Property that is zoned Valley Residential as of the Effective Date. However, this setback standard shall be measured from all adjacent residentially zoned properties.

(iv) A copy of this Agreement will be recorded in the Washington County Recorder's Office against the Montclair Property.

**(d) Campground Properties**

(i) The front portion of the property (as shown in **Exhibit 1** and which includes the northwestern portions of parcels S-95, S-96, and S-97-C) may be developed with transient lodging. Additionally, all of parcel S-103-B-1 and all of parcel S-106-A may be developed with transient lodging. No more than eighty (80) total transient lodging units may be developed on the combined campground properties. The eighty (80) transient lodging units are in addition to thirty-nine (39) RVs configured as camping cabins which are developed on the property as of the Effective Date. Any future changes to the Town Code that would more restrictively regulate development on this property than the version of the Town Code in existence as of November 10, 2015 will not apply to this property. All parking to support the transient lodging must be located on the front portion of the property or on parcel S-105, not on the rear portion of the property.

(ii) The rear portion of the property will remain a campground and will not be developed with transient lodging or other commercial uses. Parcel S-106-A may be developed as a campground but is not obligated to be developed as a campground.

(iii) The required landscape (per Chapter 10-18 of the Town Code) will be calculated based on the entire property. The entire property is currently in compliance



with the Town's landscape ordinances. The existing landscape in the rear portion of the property (campground) satisfies the Town's landscape requirements for the entire property.

(iv) The Ferber Parties will dedicate without cost to the Town or to UDOT the minimum necessary portion of the property adjacent to SR-9 to UDOT for right-of-way if and when it becomes necessary to make improvements to the SR-9 / Lion Boulevard intersection, if such improvements require additional right-of-way. In the case of such a dedication, the boundaries of the front portion of the property will be adjusted such that the area of the front portion of the property is the same after the dedication as it was before the dedication.

(v) The property shall include vegetation screening between the proposed development on the campground Parcel Nos. S-103-B-1 and S-106-A and neighboring residential lots will be installed to mitigate the impact of a reduction in the required setback for large buildings.

(vi) On Parcel No. S-106-A, the elevation of the rear-most building may be measured from an elevation one foot above base-flood-elevation, rather than from natural grade, and be of a similar design as the front three buildings.

(vii) For buildings constructed on parcels S-103-B-1 and S-106, the hundred-foot (100') set back from a residential zone for a building larger than 5,000 square feet (and up to 8,000 square feet) in the Village Commercial zoning standards as of the Effective Date shall not be required from parcel S-105 (which is in the Valley residential zone) and shall be reduced to a fifty foot (50') setback from Parcel S-103-E where the buildings are adjacent to the east half of Parcel S-105.

(viii) For those buildings located in the VC Zone on Parcel No. S-103-B-1 and S-106-A, buildings may be connected via an elevated covered walkway.

(ix) All parcels shall be combined into a single parcel and recorded with the County prior to any permits will be administer for these approved changes. The area of Parcel S-105 as of the Effective Date is in the Valley Residential zone, whereas the remainder of the properties are in the Village Commercial zone. The combination of lots will not alter the area of zone boundaries. The area of parcel S-105 as of the Effective Date will continue to be in the Valley Residential zone. Only Valley Residential uses and parking are allowed on the area of Parcel S-105.

(x) A copy of this Agreement will be recorded in the Washington County Recorder's Office against the Campground Properties.

4. Upon execution of this Development Agreement Parcels S-RDHK-1, S-RDHK-2, S-RDHK-3, S-RDHK-14, S-RDHK-15, and S-100-C shall be transferred to the Town by warranty deed in the forms attached hereto as **Exhibits 2-3**.

5. Development and Operation. On and after the Effective Date, and upon meeting the conditions contained in the Enacting Resolution/Ordinance, the Ferber Parties shall have the vested right to develop and operate the Properties identified herein in conformance with this Agreement. The parties understand and agree that the Ferber Parties have the sole and

exclusive right to decide when or if to commence the development of the La Quinta Property, the Montclair Property, and the Campground Properties as set forth in this Agreement. Furthermore, the Ferber Parties agree to complete construction of two (2) of the five (5) total duplexes for employee housing on the West Temple Property before they apply for any permits to further develop the La Quinta Property, the Montclair Property, or the Campground Properties as provided by this Agreement. The Ferber Parties affirmatively represent that they are committed to constructing all of the employee housing units on the West Temple Property as authorized by this Agreement. The Ferber Parties acknowledge that their earnest construction of all employee housing units was a primary reason for the Town's willingness to enter into this Agreement.

6. Town's Representations and Warranties. The Town acknowledges that the Ferber Parties are entering into this Agreement and may at some future date expend considerable sums in design and engineering fees associated with the development of the Properties in reliance on the findings, agreements, representations, and warranties of the Town contained in this Agreement. The Town represents, warrants, and covenants to the Ferber Parties that all of the Town's representations, findings, warranties and covenants set forth in this Agreement are true in all material respects as of the date of this Agreement. The Town further represents, warrants, and covenants to Ferber as follows:

(a) The Town is a duly organized and validly existing municipal corporation in the State of Utah.

(b) The transactions contemplated by this Agreement, the execution of this Agreement and the Town's performance hereunder have been duly authorized by all requisite action of the Town and no other approval or consent is required for this Agreement to be binding upon the Town.

(c) The individuals executing this Agreement have all necessary authority to enter into this Agreement and to bind the Town.

(d) The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, or default under, any term or provision of any applicable agreement, instrument, law, rule, regulation or official policy to which the Town is a party or by which the Town is bound.

7. The Ferber Parties' Representations and Warranties. The Ferber Parties, and each of them, represent, warrant, and covenant to the Town that all of the Ferber Parties' representations, warranties and covenants set forth in this Agreement are true in all material respects as of the date of this Agreement. The Ferber Parties further represent, warrant, and covenant to the Town as follows:

(a) Each of the Ferber Parties' is the lawful owner of the Properties as set forth in the Recitals.

(b) The transactions contemplated by this Agreement, the execution of this Agreement and the Ferber Parties' performance hereunder have been duly authorized by all

requisite actions or approvals necessary for each of the Ferber Parties, and no other approval or consent is required for this Agreement to be binding upon each of the Ferber Parties.

(c) The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, or default under, any term or provision of any applicable agreement, instrument, law, rule, or regulation to which any of the Ferber Parties is a party or by which and of the Ferber Parties is bound.

8. Default. Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days (the "Cure Period") after written notice thereof from the other party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. If any party to this Agreement is in default under any provision of this Agreement, the non-defaulting party shall be entitled, without prejudice to any other right or remedy that it may have under this Agreement, at law or in equity, to specific performance by the defaulting party of this Agreement (and each party hereby waives the defense that the other party has an adequate remedy at law) and to receive reasonable attorney fees incurred in enforcing the terms of this Agreement. In the alternative, the non-defaulting party may terminate this Agreement and exercise any or all other remedies available to it at law or in equity.

9. Notices and Filings:

(a) Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, by overnight mail, or sent by registered or certified United States Mail, postage prepaid, if to:

The Town:

Town of Springdale  
118 Lion Blvd.  
P.O. Box 187  
Springdale, UT 84767  
Attn: Town Manager

Ferber Enterprises, LLC,  
Stumar properties, LLC,  
and Stewart Ferber:

Stewart Ferber  
1516 Zion Park Blvd.  
PO Box 99  
Springdale, UT 84767

Hurricane Suite Retreats, LLC:

Hurricane Suite Retreats, LLC  
c/o William H. Leigh  
747 South Paradise Canyon Road, Suite 2  
Cedar City, Utah 84720

Springdale 1031, LLC:

Springdale 1031, LLC

c/o Bradley R. Helsten, P.C.  
2061 East Murray Holladay Road,  
Holladay, Utah 84117

Springdale Hotel  
Partners, LLC:

Springdale Hotel Partners, LLC  
c/o Michael R. Christensen  
748 W Heritage Park Boulevard, Suite 203  
Layton, Utah 84041

Or to such other persons and addresses as either party hereto may from time to time designate in writing and deliver in a like manner.

~~(b) Notices Effective. Notices shall be effective upon receipt or refusal.~~

10. Acknowledgement Regarding Legal Representation. The Ferber Parties expressly acknowledge that the law firm of Snow Jensen & Reece, P.C. has heretofore represented, and will hereafter continue to represent, only the Town in all aspects of this transaction, including the negotiation and drafting of this Agreement. The Ferber Parties further expressly acknowledge that they have not relied upon any representation, counsel or legal advice from Snow Jensen & Reece, P.C. or any of its attorneys in deciding whether to enter into this Agreement, and that the Ferber Parties have relied, and will continue to rely, solely upon the representations, counsel and legal advice of their own attorneys as deemed necessary by the Ferber Parties.

11. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Ferber Parties of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

(c) Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(d) Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

(e) Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plans and specifications, plat or permit approvals or revisions, and other necessary approvals relating to the development of the Properties by Ferber and its successors.

(f) Time of the Essence. Time is of the essence in the performance of this Agreement, except that Ferber is not required to commence construction on the Project immediately.

(g) Successors. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof. The Town may not assign any of its rights or obligations hereunder. It is expressly acknowledged and agreed that Ferber shall have the unrestricted right to assign, transfer and convey portions of the Properties to any one or more persons or entities without the approval of the Town upon, or concurrently with, the legal subdivision of any such portion of the Properties, from the remainder of the Properties. The Ferber Parties' rights and obligations hereunder may only be assigned by a written instrument.

(h) No Partnership and Third Parties. Nothing contained in this Agreement will create any partnership, joint venture or other similar arrangement between the Ferber Parties and the Town.

(i) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. Any modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by both parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

(j) Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of the State of Utah.

(k) Reformation. Should any term, provision, covenant or condition of this Agreement be held to be void or invalid, the parties shall reform this Agreement to conform as closely as possible to the original intent hereof.

(l) Excused Delay in Performance. In addition to specific provisions of this Agreement, for a period of time equal to the period of the force majeure delay, untimely performance by a party hereto shall not be deemed to be a default where delays or inability to perform are due to war, insurrection, strikes, slowdowns, lockouts, riots, floods, earthquake, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restriction, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, severe weather, inability (when the party which is unable to perform is substantially without fault) of

any contractor, subcontractor or supplier to perform acts of the other party, acts or the failure to act of any utility, public or governmental agent or entity and/or other causes beyond the reasonable control of said party. In the event that a party hereto is unable to perform due to an event constituting force majeure as provided for above, then the time for performance by said party shall be extended as necessary for a period of time up to the period of the force majeure delay.

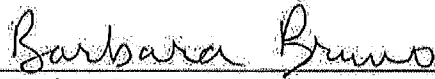
(m) Attorney's Fees, Jurisdiction and Venue. The parties expressly agree that the prevailing party in any dispute (whether or not such dispute is resolved formally or informally, or by trial or alternative dispute resolution) shall be entitled to an award of all of its costs and attorney's fees. The parties agree that the Fifth Judicial District Court for Washington County, Utah shall have jurisdiction to resolve all legal disputes; and the proper venue for any and all dispute resolution shall be in the Fifth Judicial District Court in Washington County, Utah.

(n) Dispute Resolution. The parties agree to submit to formal mediation before pursuing any other legal means of resolving any disputes over this Agreement.

THIS AGREEMENT shall be binding upon the parties hereto, their administrators, heirs, successors or assigns and can be changed only by written agreement signed by all parties.

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

TOWN OF SPRINGDALE,  
a Utah municipal corporation,



By: Barbara Bruno  
Its: Mayor

ATTEST:



Town Clerk

STEWART E. FERBER



By: Stewart E. Ferber, Individually

FERBER ENTERPRISES, L.L.C.



# Exhibit 1





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# Exhibit 2

Town of Springdale  
c/o J. Gregory Hardman  
Snow Jensen & Reece, P.C.  
912 West 1600 South, Suite B-200  
St. George, Utah, 84770

Town of Springdale  
c/o Thomas Dansie  
P.O. Box 187  
Springdale, UT 84767

## WARRANTY DEED

**Ferber Enterprises, LLC**, a Utah Limited Liability Company, Grantor, hereby CONVEYS and WARRANTS all right, title, and interest which Grantor has to **Town of Springdale**, a Utah municipal corporation, with an address of 118 Lion Boulevard, St. George, Washington County, State of Utah, Grantee, for the sum of TEN DOLLARS, (\$10.00) and other good and valuable consideration, the following described properties located in Washington County, State of Utah:

LOTS 1, 2, 3, 14, AND 15, REDHAWK AT SPRINGDALE AMENDED,  
ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF  
RECORD IN THE WASHINGTON COUNTY RECORDER'S OFFICE.

WITNESS the hand of said Grantor, this 27<sup>th</sup> day of June 2023.

**FERBER ENTERPRISES, LLC**

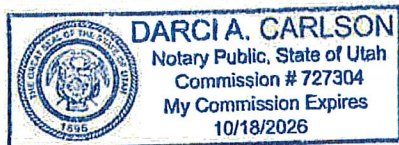
By: Stewart Ferber  
Its: Manager

STATE OF UTAH )  
 : ss.  
County of Washington )

On the 27<sup>th</sup> day of June 2023, personally appeared before me Stewart Ferber, in his capacity as general manager of Ferber Enterprises, LLC a limited liability company, who is personally known

to me to be the signer of the foregoing instrument, who duly acknowledged before me that he executed the same and representing that he has full legal authority from this entity to enter into this Warranty Deed.

Witness my hand and official seal.



Darci A. Carlson  
Notary Public

Residing In: Springdale, UT  
Commission Expires: 10/18/26

# Exhibit 3

Recorded at request of:

Town of Springdale  
c/o J. Gregory Hardman  
Snow Jensen & Reece, P.C.  
912 West 1600 South, Suite B-200  
St. George, Utah, 84770

Return recorded deed and mail tax notice to:

Town of Springdale  
c/o Thomas Dansie  
P.O. Box 187  
Springdale, UT 84767

Tax I.D. No. S-100-C

### WARRANTY DEED

**Ferber Enterprises, LLC**, a Utah Limited Liability Company, Grantor, hereby CONVEYS and WARRANTS all right, title, and interest which Grantor has to **Town of Springdale**, a Utah municipal corporation, with an address of 118 Lion Boulevard, St. George, Washington County, State of Utah, Grantee, for the sum of TEN DOLLARS, (\$10.00) and other good and valuable consideration, the following described property located in Washington County, State of Utah:

**BEGINNING AT A POINT SOUTH 754.746 FEET ALONG THE SECTION LINE AND EAST 255.036 FROM THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A POINT OF INTERSECTION OF A NORTHERLY AND EASTERLY FENCE LINE, ALSO A RIGHT OF WAY MARKER ON THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. U-15 BEARS SOUTH 32°11'21" EAST 725.78 FEET, AND RUNNING THENCE NORTH 69°23' EAST 118.31 FEET ALONG A FENCE, THENCE SOUTH 04°01'30" WEST 7.74 FEET ALONG A FENCE, THENCE NORTH 82°33' EAST 105.00 FEET TO A POINT ASSUMED TO BE THE NORTHERLY AND EASTERLY LINE OF LOT NO. 6 OF THE O.D. GIFFORDS SURVEY OF SAID SECTION 28, THENCE NORTH 56°00' WEST 345.095 FEET ALONG SAID NORTHERLY AND EASTERLY LINE TO A POINT AT THE EXTENSION OF A NORTHERLY AND SOUTHERLY FENCE LINE, THENCE SOUTH 16°37'10" EAST 251.01 FEET ALONG SAID FENCE LINE AND ITS EXTENSION TO THE POINT OF BEGINNING.**

WITNESS the hand of said Grantor, this 27<sup>th</sup> day of June 2023.

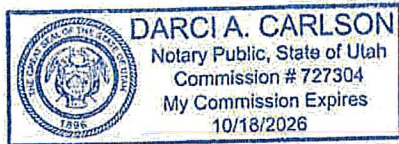
**FERBER ENTERPRISES, LLC**

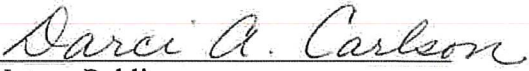


By: Stewart Ferber  
Its: Manager

STATE OF UTAH )  
: ss.  
County of Washington )

On the 27<sup>th</sup> day of June 2023, personally appeared before me Stewart Ferber, in his capacity as general manager of Ferber Enterprises, LLC a limited liability company, who is personally known to me to be the signer of the foregoing instrument, who duly acknowledged before me that he executed the same and representing that he has full legal authority from this entity to enter into this Warranty Deed.



  
Notary Public

Residing In: Springdale, UT  
Commission Expires: 10/18/26