

ENOCH CITY COUNCIL NOTICE AND AGENDA

May 6, 2026 at 6:00pm

City Council Chambers City Offices, 900 E. Midvalley Road

Join Zoom Meeting <https://us02web.zoom.us/j/87059297772>

Meeting ID: 870 5929 7772

- 1. CALL TO ORDER OF REGULAR COUNCIL MEETING**
 - a. Pledge of Allegiance-
 - b. Invocation (2 min.)-Audience invited to participate-
 - c. Inspirational thought-
 - d. Approval of Agenda for May 6, 2026-
 - e. Approval of Minutes for April 15, 2026
 - f. Conflict of Interest Declaration for this agenda-
- 2. PUBLIC COMMENTS**
- 3. CONSIDER RESOLUTION NO. 2026-05-06-A, A RESOLUTION TO APPROVE THE PINION SPRINGS MINOR SUBDIVISION ROAD DEDICATION**
- 4. CONSIDER RESOLUTION NO. 2026-05-06-B, A RESOLUTION TO APPROVE A LETTER OF SUPPORT FOR THE ENOCH TO CEDAR CITY TRAIL FUNDED THROUGH UDOT**
- 5. CONSIDER RESOLUTION NO. 2026-005-06-C, A RESOLUTION TO AMEND THE ENOCH CITY FEE SCHEDULE – Cemetery non-residential fee and water meters**
- 6. OPEN THE BUDGET FOR 2025-2026 TO MAKE YEAR-END ADJUSTMENTS**
- 7. ADOPT THE 2026-2027 TENTATIVE BUDGET AND SET A PUBLIC HEARING ON MAY 20, 2026, FOR THE FINAL BUDGET**
- 8. SET A PUBLIC HEARING FOR EXECUTIVE STAFF COMPENSATION AMENDMENTS FOR MAY 20, 2026**
- 9. DISCUSS POTENTIAL CHANGES FOR ALL WATER IMPACT FEES & SET A PUBLIC HEARING FOR MAY 20, 2026**
- 10. SET A PUBLIC HEARING FOR MAY 20, 2026 TO CONSIDER AMENDING THE WATER RATE STRUCTURE AND USER FEE**
- 11. REVIEW BOOTS-FREI DEVELOPMENT AGREEMENT**
- 12. COUNCIL/STAFF REPORT**
- 13. CLOSED SESSION TO DISCUSS ONE OR MORE OF THE FOLLOWING: THE CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL COLLECTIVE BARGAINING; PENDING OR REASONABLY IMMINENT LITIGATION, THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF WATER RIGHTS OR WATER SHARES; DEPLOYMENT OF SECURITY PERSONNEL, DEVICES OR SYSTEMS; INVESTIGATIVE PROCEEDINGS REGARDING ALLEGATIONS OF CRIMINAL MISCONDUCT.**

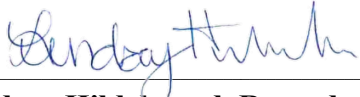
14. ACTION FROM CLOSED MEETING

15. ADJOURN

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should call the City Offices at 435-586-1119, giving at least 24 hours advance notice. Meetings of the Enoch City Council may be conducted by electronic means pursuant to Utah Code Annotated, Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to the Enoch City Code of Revised Ordinances, Chapter 3-500, regarding meeting procedures including electronic meetings.

CERTIFICATE OF DELIVERY

I certify that a copy of the foregoing "Notice and Agenda" was delivered to each member of the City Council, posted on the Enoch City website, on the City Office entrance, and published on the Utah Public Meeting Notice website on 05/04/2026.



05/04/2026

Lindsay Hildebrand, Recorder

Date

MINUTES
ENOCH CITY COUNCIL
April 15, 2026 at 6:00pm
City Council Chambers
City Offices, 900 E. Midvalley Road

MEMBERS PRESENT:

Mayor Jim Rushton
Council Member David Harris
Council Member Shawn Stoor
Council Member Debra Ley
Council Member Kimberlee Trower
Council Member Jacob Miner

STAFF PRESENT:

Ryan Robinson, City Manager
Ashley Horton, Treasurer
Lindsay Hildebrand, Recorder
Jackson Ames, Police Chief
Hayden White, P. Works Director

Public Present: Delaine Finlay and Jonathan Wilson

- 1. CALL TO ORDER OF REGULAR COUNCIL MEETING** by Mayor Rushton
 - a. **Pledge of Allegiance-** Led by Council Member Trower
 - b. **Invocation (2 min.)-Audience invited to participate-** Given by Council Member Harris
 - c. **Inspirational thought-** Given by Council Member Ley
 - d. **Approval of Agenda for April 15, 2026- Council Member Harris made a motion to approve the agenda. Council Member Stoor seconded and all voted in favor.**
 - e. **Approval of Minutes for April 1, 2026 – Council Member Harris made a motion to approve the minutes. Council Member Stoor seconded and all voted in favor.**
 - f. **Ratification of Expenditures- Council Member Harris made a motion to ratify the expenditures for the month. Council Member Stoor seconded and all voted in favor.**
 - g. **Conflict of Interest Declaration for this agenda-** There were none

2. PUBLIC COMMENTS

There were no public comments.

3. CONSIDER ORDINANCE NO. 2026-04-15-A, AN ORDINANCE AMENDING SECTIONS 12.2800.2804 - DESIGN STANDARDS AND 12.2300.2304 - RECREATIONAL VEHICLE PARK DEVELOPMENT STANDARDS OF THE CODE OF REVISED ORDINANCES OF ENOCH CITY

Council Member Harris began by stating the proposed changes made sense and asked the Planning Commission's position. City Manager Robinson reported the Commission had met the previous night and, as Council Member Trower confirmed, had reviewed the ordinance and forwarded a favorable recommendation. Trower asked if this was the ordinance about adding a third access point, and Robinson explained the proposal would add exception language allowing the city engineer to recommend alternatives, with potential approval by council, the planning commission, or appropriate staff, to provide flexibility when wider streets, traffic-calming, or other design measures made a third access unnecessary. Trower noted UDOT often restricted new access onto high-speed roads and said flexible language was

practical. Harris agreed in principle but raised concerns about very large developments (e.g., 350 stalls) with only two access points and suggested size limits or additional access when warranted. Robinson clarified the ordinance amended two code sections (single-family subdivisions and RV parks) and set access thresholds (up to 80 lots would have two accesses; 81–200 lots would have three accesses; over 400 lots, the engineer review for additional accesses), while noting the city engineer could determine exceptions based on layout and safety. The mayor and council debated whether engineer recommendations should require council review. Most members expressed comfort delegating routine authority to the city engineer but agreed council review could be retained for significant cases, and they insisted the city engineer, rather than private engineers, be specified. Members raised safety and traffic concerns, cited local examples (Pinion Springs, KOA), and discussed boundaries and potential freeway access. Harris affirmed he supported three required accesses for subdivisions over 200 lots with the engineer able to require a fourth if necessary, and he was comfortable allowing engineer-reviewed exceptions for RV parks over 200 spaces. The council discussed wording and safety implications and ultimately reached consensus on the ordinance language.

Council Member Harris made a motion to approve Ordinance No. 2026-04-15-A, an ordinance amending sections 12.2800.2804 - Design Standards and 12.2300.2304 - Recreational Vehicle Park Development Standards of the Code of Revised Ordinances of Enoch City. RV parks will allow for the flexibility of the City Engineer to approve exceptions based on safety and traffic patterns. Residential language will remain the same. Council Member Trower seconded and a roll call vote was held as follow:

**Council Member Stoor: Yes
Council Member Ley: No
Council Member Miner: Yes**

**Council Member Harris: Yes
Council Member Trower: Yes**

4. CONSIDER ORDINANCE NO. 2026-04-15-B, AN ORDINANCE AMENDING THE ENOCH CITY ENGINEERING STANDARDS BY ADDING SECTION 3.7 - SECONDARY WATER DESIGN STANDARDS

City staff presented proposed secondary water design standards and explained the need to codify previously informal requirements. Public Works Director Hayden White reviewed the draft ordinance, stating secondary mains would have an eight-inch minimum diameter and side lines a six-inch minimum, and that these standards would give staff clear, enforceable guidelines when working with developers. White confirmed the ordinance addressed only secondary systems (culinary standards already existed), explained that secondary mains were smaller than culinary mains, and noted the water impact fee analysis had accounted for the secondary system. He clarified developers would be required to install the secondary main to the water meter but not necessarily individual sprinkler systems; properties using xeriscaping would not be required to connect, while encouraged drip systems should be tied to the irrigation line rather than culinary water. White also advised the standards included a 20 PSI minimum to avoid booster pumps and reduce infrastructure needs, and that inspections were used to prevent cross-connections between potable and secondary systems. He reported a recent secondary line break had been repaired without overtime and confirmed new homes received separate meters for each system (bulk meters remained shared), noting meter costs had risen and an updated fee schedule would be forthcoming.

Council members discussed benefits and challenges, with Mayor Rushton and Council Member Harris highlighting that using non-potable well water for irrigation reduced pressure on culinary supplies. Trower and others urged focus on getting older, high-usage properties connected and noted new construction already followed conservation requirements

(xeriscaping). Ley raised concerns about inequities between older large-lot water rights and newer smaller-lot developments and questioned long-term water sustainability amid continued growth. The council acknowledged the broader regional water policy issues but agreed the proposed standards were reasonable and would help manage secondary water infrastructure moving forward.

Council Member Harris made a motion to approve Ordinance Number 2026-04-15-B amending the Enoch City Engineering Standards by adding Section 3.7 - Secondary Water Design Standards. Council Member Trower seconded and a roll call voted was held as follows:

Council Member Stoor: Yes
Council Member Ley: Yes
Council Member Miner: Yes

Council Member Harris: Yes
Council Member Trower: Yes

5. CONSIDER RESOLUTION NO. 2026-04-15, A RESOLUTION TO APPROVE CEDAR VALLEY WATER FESTIVAL SPONSORSHIP OPPORTUNITIES

Council Member Trower explained that the item was a request from the Water Conservancy District, which hosted a water festival every year. She indicated that the district wanted to invite both Enoch City and Cedar City to participate in the festival. Because they were a non-profit organization, the standard \$50 booth fee would be waived for the cities. She noted that the cities could set up a booth, simply attend, or become a sponsor of the event.

Council Member Harris recalled that Enoch had participated in the festival before. He noted that the biggest challenge had been finding people to staff the booth representing Enoch City. He reminisced about a previous year when they had displayed a model of a drainage system, he believed it was designed by Brad Kidman, which was very impressive, but no one had been available at the booth to explain it to visitors. Despite that limitation, he felt the display had been worthwhile.

Council Member Trower elaborated on the festival, noting that the Water Conservancy District had recently attended a regional water meeting that day. She indicated that Enoch had not been heavily involved in the past because Cedar City had been difficult to work with, and much of the focus had been on Cedar City's participation. However, she felt that the relationship between Enoch and Cedar City was strengthening, and she was optimistic about regionalizing the water system. She expressed enthusiasm about how the cities could work together on water-related initiatives.

Council Member Miner spoke about the importance of public education regarding water issues. He reflected on how much he had learned in just a few months as a council member and emphasized that getting accurate information to the public was critical to encouraging participation. He noted that as members of the Water Conservancy District, the city should sponsor the festival to support public education. He pointed out that many misconceptions existed, such as the belief that a subdivision used more water than a farmer, when in reality watering a hay field required significantly more water. He felt that educating the public about these realities was essential and that the city needed to participate in the festival.

Mayor Rushton asked if anyone knew what the city had contributed in past years. Council Member Harris confirmed that the city had maintained a booth in previous years but was unsure of the exact sponsorship amount.

Council Member Trower presented the different sponsorship levels available: \$100, \$250, \$500, or \$1,000. She added with humor that they would accept \$10 if that was all the city could afford.

Council Member Harris suggested that the city should sponsor at least at the \$250 level, believing they could find that amount in the budget.

Council Member Miner acknowledged that he did not know what the budget allowed and wondered what Cedar City planned to sponsor. Council Member Trower admitted she had not yet approached Cedar City but planned to do so.

Council Member Miner stated that personally, based on what he had learned about water issues and the importance of public education, he would not have a problem with the \$1,000 sponsorship level. He agreed with at least a \$250 level but emphasized that, given the critical nature of water education, he felt the city should support the festival as strongly as possible. He asked if the budget could accommodate \$1,000.

Ashley Horton responded that the city did not have a dedicated line item in the budget specifically for sponsorship expenditures, but if the council deemed it appropriate, they could certainly review the budget and identify funds somewhere. She was confident they could accommodate the request if that was the council's direction.

Council Member Trower continued describing the festival, noting that it was free for adults and was promoted as a family-friendly event that was particularly appealing to young families. She requested that information about the festival be included in the city newsletter to help promote it and encourage attendance. The festival was to be held at Main Street Park.

He noted that the band would be performing outdoors on the lawn near Hermie's area, which was where they had performed in previous years. The council discussed the sponsorship amount, with various members weighing in on whether \$250, 500, or \$1,000 would be the most appropriate. Mayor Rushton suggested that \$500 might be a good middle ground. Council Member Ley indicated she would be more comfortable with \$500.

Before making a motion, Council Member Harris addressed a potential conflict of interest. He noted that he served as chairman of the Water Conservancy District but had no financial interest in the sponsorship. City Attorney Wayment advised that Council Member Harris should announce his position with the conservancy district and then confirm that he did not feel it would affect his ability to vote with an open mind. Wayment noted that since the \$500 would not go into Harris's pocket or provide him any personal financial benefit, he could participate in the vote after making the disclosure.

Council Member Harris emphasized that the sponsorship would certainly not benefit him personally and that the issue was about transparency more than anything else.

Council Member Harris then made a motion to approve Resolution Number 2026-04-15 to approve Cedar Valley Water Festival sponsorship opportunities with a sponsorship amount of \$500. Council Member Miner seconded and a roll call vote was held as follows:

**Council Member Stoor: Yes
Council Member Ley: Yes
Council Member Miner: Yes**

**Council Member Harris: Yes
Council Member Trower: Yes**

6. CONSIDER AMENDING THE WATER RATE STRUCTURE AND USER FEE AND SET A PUBLIC HEARING FOR MAY 6, 2026

Council Member Harris explained the proposed four-tier water rate structure, noting a base tier for usage up to 20,000 gallons per month, a second tier for 20,001–30,000 gallons at \$1.00 per thousand gallons, a third tier for 30,000–50,000 gallons, and a fourth tier at \$3.00 per thousand gallons; he acknowledged the tier numbering needed reorganization for clarity. He said the structure aimed to curb heavy usage, charge high-volume users proportionally more, and generate revenue to fund additional water sources (the city's greatest need). City Manager Robinson reported Ensign Engineering had proposed a five-tier model with revenue projections, but the water board favored the four-tier plan after noting higher rates would likely drive consumption down and reduce projected revenue; Robinson confirmed major upcoming

projects (with a cost spike projected around 2031) had been included and the board preferred small incremental rate increases over time. Council Member Ley emphasized explaining to residents that rate revenue would fund infrastructure for existing customers as well as new demand. City Attorney Wayment warned that conservation-based rate structures were likely to become a funding requirement and argued intervention would be necessary when individual water use damaged community resources, citing regional subsidence. Trower and Harris highlighted conservation successes—new construction using substantially less water and per-capita usage declining—and Trower noted valley farmers’ shifts to efficient irrigation (LIPA/LISA) supported by the Water Conservancy District; Harris cited regional watershed efforts to preserve agricultural water use. Council Member Stoor inquired about metering capabilities; Hayden White explained meters were read every 12 hours (not true real-time) with usage viewable via an app, that the system had recently identified 190 continuous leaks, and that notifications to residents and staff could be configured. The council discussed the proposal and supporting analyses.

Council Member Harris made a motion to set a public hearing on the water rate structure and user fee for May 6, 2026. Council Member Trower seconded and all voted in favor.

7. COUNCIL/STAFF REPORT

Hayden White - Public Works Director Report:

- Cemetery and Infrastructure Work:
 - Department had been working on cemetery improvements, digging out the next phases of roads in preparation for asphalt batching
 - Catching up on work orders and tasks deferred during the winter months when crews were focused on the pipeline project on Mid Valley Road
 - Conducted water shut-offs and meter re-reads that day
- Iron County Fair Tractor Parade Request:
 - Met with the organizer for the tractor pull and tractor show for Iron County Fair
 - Requested permission to park equipment, trucks, and trailers at City Hall on Saturday, September 5th
 - Plan involved staging approximately 30 tractors for a parade down Minersville Highway through the gap to the fairgrounds
 - Most trailers would accompany tractors, but some would be temporarily left at City Hall until participants could return for trucks and trailers. The Council expressed no objections; the request was approved by consensus
- Anderson Well Drilling Project:
 - Project anticipated to take 60 to 90 days if drilling only occurred during daytime hours. It could potentially be completed in 30 days if nighttime drilling was permitted
 - Awaiting confirmation about loan or grant funding; expected to hear on Friday
- Little Eden Well Concerns:
 - Well testing high for nitrates at 10.2 mg/L, very close to the Maximum Contaminant Level (MCL) of 10.5 mg/L. The State is allowing the well to remain in service for now, but requiring extensive testing. There is a concern that the well might ultimately be lost to service. It produces approximately 800 gallons per minute.
 - Potential loss of this well was a major reason for pushing forward with the Anderson Well project, regardless of funding status
- Water Regionalization Discussion:
 - Council Member Trower suggested pushing for Cedar City and the Water

Conservancy District to help fund the Anderson Well, allowing Enoch to push excess water back into the regional system. She planned to meet with colleague Paul to discuss regionalization efforts.

- Key challenge identified as getting Cedar City to commit to the project
- Regional water deficit identified as 3,000 acre-feet of water between Cedar City, Enoch, and the Water Conservancy District. The North Well and Anderson Well together would address the deficit. The associated pipeline estimated to cost approximately \$3 million to be shared among entities.
- White noted the Water Conservancy District had substantial financial resources and plans for drilling wells in the Southwest Desert

Ashley Horton, City Treasurer

- She is working on reports, tax returns, and processing payments

City Manager Robinson Report:

- Grant Applications:
 - City submitted a grant application through Representative Malloy's office for Community Project Funding (also called rural water community funding). This is a federal program where each congressperson receives an allocation of projects to fund (believed to be 20 projects). He expects to hear by Friday whether the application was successful.
- SUU Business Innovation Center Visit:
 - Robinson and Mayor Rushton visited the SUU Business Innovation Center at Southwest Tech. The Center assists startup businesses with business plan development and financial projections—elements banks require for loans, provides extensive marketing support, has impressive facilities include screening room for video production, podcast recording capabilities, and product placement photography setups. All services are completely free.
 - Mayor Rushton noted the center helps both startups and established businesses needing guidance. He expressed excitement about Lin's development and incoming businesses like The Hub.
- HR Manual Updates:
 - All-staff meeting scheduled for the following day to review HR manual changes
 - All employees required to sign acknowledgment of reviewing updated policies

Lindsay Hildebrand - City Recorder Report:

- Utah Municipal Clerk's Association Conference:
 - Attended conference at Southern Utah University the previous week. It included both Institute and Academy components. It was five full days of all-day training sessions.
 - Topics covered: contracts, data privacy, grammar, AI usage, policy implementation, and legislative updates. She found the conference extremely informative and valuable.
 - Appreciated opportunities to collaborate with other city clerks throughout the state and region.

Council Member Stoor Report:

- Arbor Day is coming up on the 25th. They will be planting 10 trees with a state arborist to do a demonstration.
- He has been in conversations with RDI for the park. Its all about water

conservation and still having turf. There's potential for 60-70% usage as a potential pop-up service. They go all over the world where there is no water and create crops. They will try to show us.

Council Member Ley Report:

- A concerned citizen asked whether the city would officially back neighborhood emergency planning efforts so organizers could recruit volunteers; Council Member Stoor noted collaboration was already occurring through a local church, and Council Member Ley said neighborhood block captains wanted the city included rather than the effort being solely a church activity. Council Member Trower cautioned that the city must follow strict emergency guidelines. Miner reported that George Colson was drafting the county emergency plan and recommended waiting for that plan to be finalized, noting the issue was multifaceted and citing the recent wildfire encroaching on Iron County as an example. City Manager Robinson said he had met with Colson, reviewed the city's plan (last updated in 2011), and identified the need to update contact information; he recommended circulating the plan to the council and noting areas requiring clarification. Trower supported creating a council committee or body to facilitate efforts and urged involving Colson and other community members.
- She has been working with a 4th of July committee for the city's celebration.

Council Member Trower Report:

- Planning Commission Meeting Updates:
 - Reported on the Planning Commission meeting held the previous night. The Commission discussed changing parking requirements from 1.5 spaces per room to 1.0 space per room. There will be a public hearing scheduled for April 28, 2026.
- RAP Tax and Recreation Needs:
 - Planning Commission briefly discussed RAP tax (Recreation, Arts, and Parks tax)—potential one percent tax to help fund parks and recreation
 - Received resident inquiries about walking trails for Enoch
 - Interest expressed in indoor recreation areas for youth, similar to a YMCA facility
 - Acknowledged that such a facility seemed almost impossible given current constraints, but wanted to raise the idea
 - Mothers from community groups are frustrated because St. George offers numerous indoor and outdoor family activities while Cedar City has very limited options, especially in winter. St. George facilities are a mix of city-owned, HOA amenities, county facilities, museums, and other entities
 - Acknowledged no immediate solutions but wanted to plant an idea for long-term consideration
- Regional Water Meeting:
 - Mentioned regional water meeting occurred that day with valuable discussions about water management and regionalization

Council Member Miner Report:

- Emergency Management Committee:
 - Discussed the need to reactivate the city's emergency management committee. George Colson serves as emergency management coordinator for Iron County. He is still working on developing a comprehensive emergency plan. Once the plan is finalized, the city could identify how community members could fill gaps and support emergency response. He expressed respect for Colson's collaborative

approach during the recent wildfire threatening Iron County.

- Example: Colson worked with Utah Food Bank instead of Red Cross because local organizations could respond much more quickly. Mayor Rushton suggested Miner meet with City Manager Robinson and then George Colson to begin reactivating efforts.

8. CLOSED SESSION TO DISCUSS ONE OR MORE OF THE FOLLOWING: THE CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL COLLECTIVE BARGAINING; PENDING OR REASONABLY IMMINENT LITIGATION, THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF WATER RIGHTS OR WATER SHARES; DEPLOYMENT OF SECURITY PERSONNEL, DEVICES OR SYSTEMS; INVESTIGATIVE PROCEEDINGS REGARDING ALLEGATIONS OF CRIMINAL MISCONDUCT.

Council Member Harris made a motion to close the regular council meeting and go into a closed session with the purpose of buy, sell, or exchange of real property, personnel matters, or imminent litigation. The motion was seconded and a roll call vote was held as follows:

**Council Member Stoor: Yes
Council Member Ley: Yes
Council Member Miner: Yes**

**Council Member Harris: Yes
Council Member Trower: Yes**

9. ACTION FROM CLOSED MEETING

10. ADJOURN

Lindsay Hildebrand, Recorder

Date

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Pinion Springs Minor Subdivision Road Dedication

FOR CONSIDERATION ON: May 6th, 2026

PETITIONER: Platt & Platt Inc.

ACTION REQUESTED BY PETITIONER: Approval of Road Dedication for Minor Subdivision.

Review Type: Administrative.

BACKGROUND INFORMATION:

Platt & Platt Engineers and Land Surveyors has submitted the road dedication for a minor subdivision as part of Pinion Springs Estates. This subdivision is east of Minersville Highway and would dedicate 5600 N Road as indicated on the attached plat.

While Enoch City Code identifies the City Engineer as the Land Use Authority for Subdivisions, the City Council is required to officially accept the dedication of the roads to the City after a review is done by the Land Use Authority, finding it meets all requirements outlined in the code.

A letter from Watson Engineering is attached, indicating that the requirements have been met.

GENERAL PLAN REFERENCE:

- 12.2900 Acceptance of Dedicated Street and Public Improvements.

CITY CODE REFERENCE:

- [Enoch City General Plan Transportation Element pg. 15-20.](#)
- [Enoch City Transportation and Active Transportation Master Plan](#)

PUBLIC NOTICE:

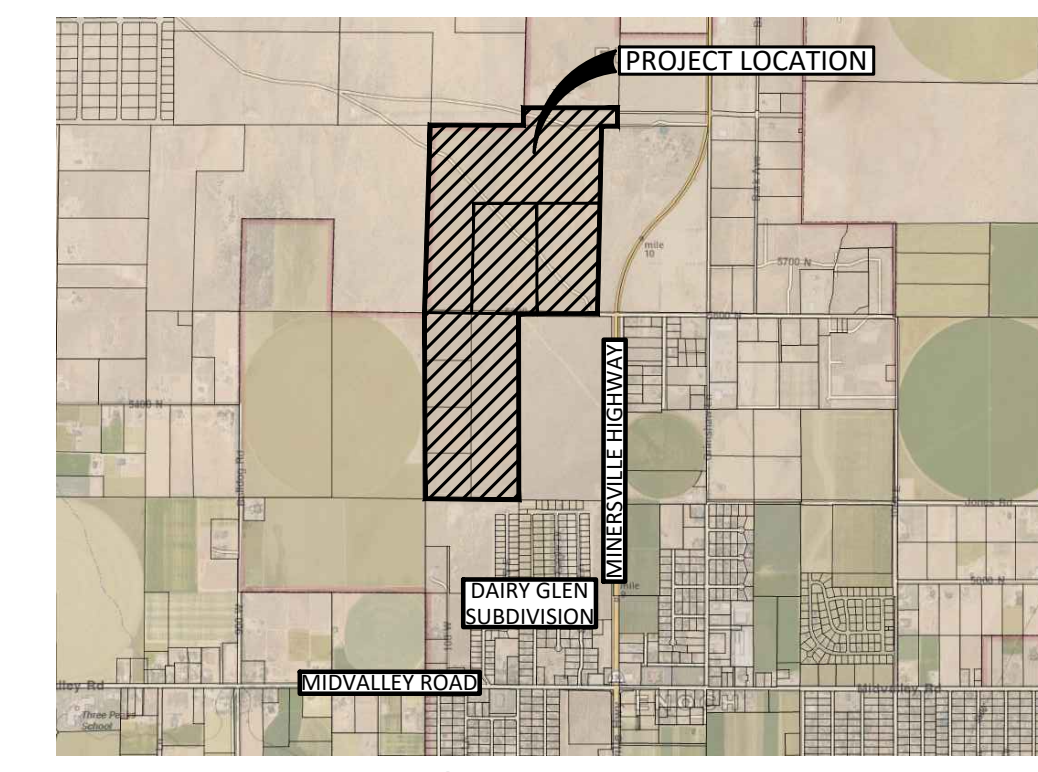
No Public Hearing is required as part of the review of this agenda item.

STAFF RECOMMENDATION:

Because the request does not alter any existing utility easements or a public street, and the designated city engineer finds it complies with city code standards, staff is recommending approval of this proposal.

MINOR LOT SUBDIVISION FOR PINION SPRINGS ESTATES

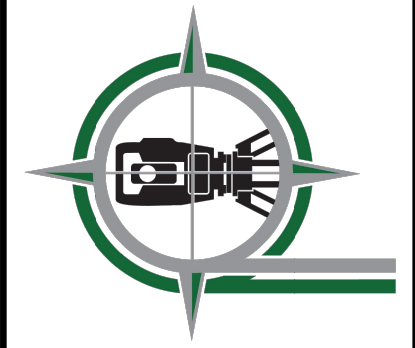
WITHIN SECTIONS 2 AND 11, T. 35 S., R. 11 W., SLB&M
ENOCH, IRON COUNTY, UTAH



VICINITY MAP
N.T.S.

REVISION	DATE	DESCRIPTION

PLATT & PLATT, INC.
CIVIL ENGINEERS & LAND SURVEYORS
195 N. 100 E. CEDAR CITY, UTAH 84720
TEL: (435) 586-6151
EMAIL: PLATT@INFOWEST.COM



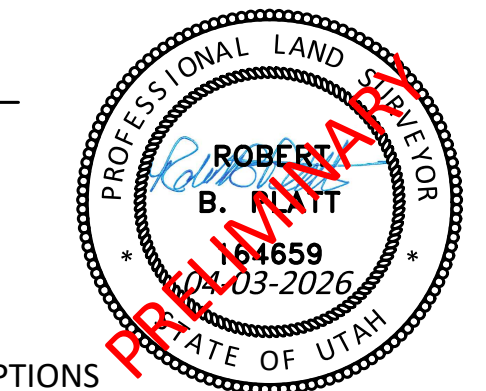
MINOR LOT SUBDIVISION FOR PINION SPRINGS ESTATES

WITHIN SECTIONS 2 AND 11, T. 35 S., R. 11 W., SLB&M
ENOCH CITY, IRON COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, ROBERT B. PLATT, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 164659, HOLD A LICENCE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL SURVEYORS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTIES DESCRIBED HEREON IN ACCORDANCE WITH SECTIONS 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT.

DATE: 04-03-2026



ROBERT B. PLATT
UTAH P.L.S. #164659

LEGAL DESCRIPTIONS

PARCEL 1

BEGINNING AT A POINT WHICH IS SITUATED N.89°24'28"W. ALONG THE SECTION LINE 1342.25 FEET, AND N.00°39'43"E. 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, THENCE N.01°20'35"E. 2617.47 FEET, THENCE S.89°36'42"E. ALONG THE 1/4 SECTION LINE 1338.51 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 2, THENCE N.01°15'09"E. ALONG THE 1/4 SECTION LINE 161.24 FEET, THENCE N.89°49'23"E. 1330.46 FEET, THENCE S. 01°00'01"W. 174.36 FEET, THENCE N.89°36'42"W. 248.86 FEET, THENCE S.01°15'09"W. 1057.94 FEET, THENCE N.89°25'17"W. 1845.62 FEET, THENCE S.01°15'09"W. 1567.66 FEET, THENCE N.89°24'28"W. 579.02 FEET TO THE POINT OF BEGINNING.

COMBINING PARCELS A-1009-0000-0000 AND A PORTION OF A-1006-0000-0000.
CONTAINS 84.50 ACRES OF LAND.

PARCEL 2

BEGINNING AT A POINT WHICH IS SITUATED N.89°24'28"W. ALONG THE SECTION LINE 762.84 FEET, AND N.00°00'00"W. 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, THENCE N.01°15'09"E. 1567.66 FEET, THENCE S.89°25'17"E. 927.31 FEET, THENCE S.01°15'09"W. 1567.89 FEET, THENCE N.89°24'18"W. 164.12 FEET, THENCE N.89°24'28"W. 763.18 FEET TO THE POINT OF BEGINNING.

CONTAINS A PORTION OF A-1006-0000-0000.
CONTAINS 33.37 ACRES OF LAND

PARCEL 3

BEGINNING AT A POINT WHICH IS SITUATED S.89°24'18"E. ALONG THE SECTION LINE 164.46 FEET, AND N.00°00'00"W. 33.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 5600 NORTH FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 11, SLB&M, THENCE N.01°15'09"E. 1567.89 FEET, THENCE S.89°25'17"E. 918.31 FEET, THENCE S.01°15'09"W. 1568.15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 5600 NORTH, THENCE ALONG SAID RIGHT-OF-WAY LINE N.89°24'18"W. 918.31 FEET TO THE POINT OF BEGINNING.

CONTAINS A PORTION OF PARCEL A-1006-0000-0000.
CONTAINS 33.05 ACRES OF LAND

PARCEL 4

BEGINNING AT A POINT WHICH IS SITUATED S.00°01'01"E. 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 11, SLB&M, THENCE S.00°01'01"E. 2631.16 FEET, THENCE N.89°25'16"W. 1342.52 FEET, THENCE N.00°01'10"W. 2631.47 FEET, THENCE S.89°24'28"E. 1342.64 FEET TO THE POINT OF BEGINNING.

COMBINING PARCELS A-0909-0034-0000, A-0909-0033-0000, A-0909-0032-0000, A-0909-0031-0000, AND A-0909-0030-0000.
CONTAINS 81.10 ACRES OF LAND

5600 NORTH ROAD DEDICATION

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, THENCE S.00°35'42"W. 33.00 FEET, THENCE N.89°24'28"W. PARALLEL TO THE SOUTH LINE OF SAID SECTION 2 1342.29 FEET, THENCE N.00°39'43"E. 66.00 FEET, THENCE S.89°24'28"E. 1342.21 FEET, THENCE S.00°35'42"W. 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.03 ACRES OF LAND

6000 NORTH ROAD DEDICATION

BEGINNING N. 1°15'09" E. ALONG THE 1/4 SECTION LINE 161.24 FEET FROM THE CENTER 1/4 CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 1°15'09" E. ALONG THE 1/4 SECTION LINE 66.02 FEET, THENCE N. 89°49'23" E. 1330.17 FEET, THENCE S. 1°00'01" W. 66.01 FEET, THENCE S. 89°49'23" W. 1330.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.01 ACRES OF LAND.

LEGEND

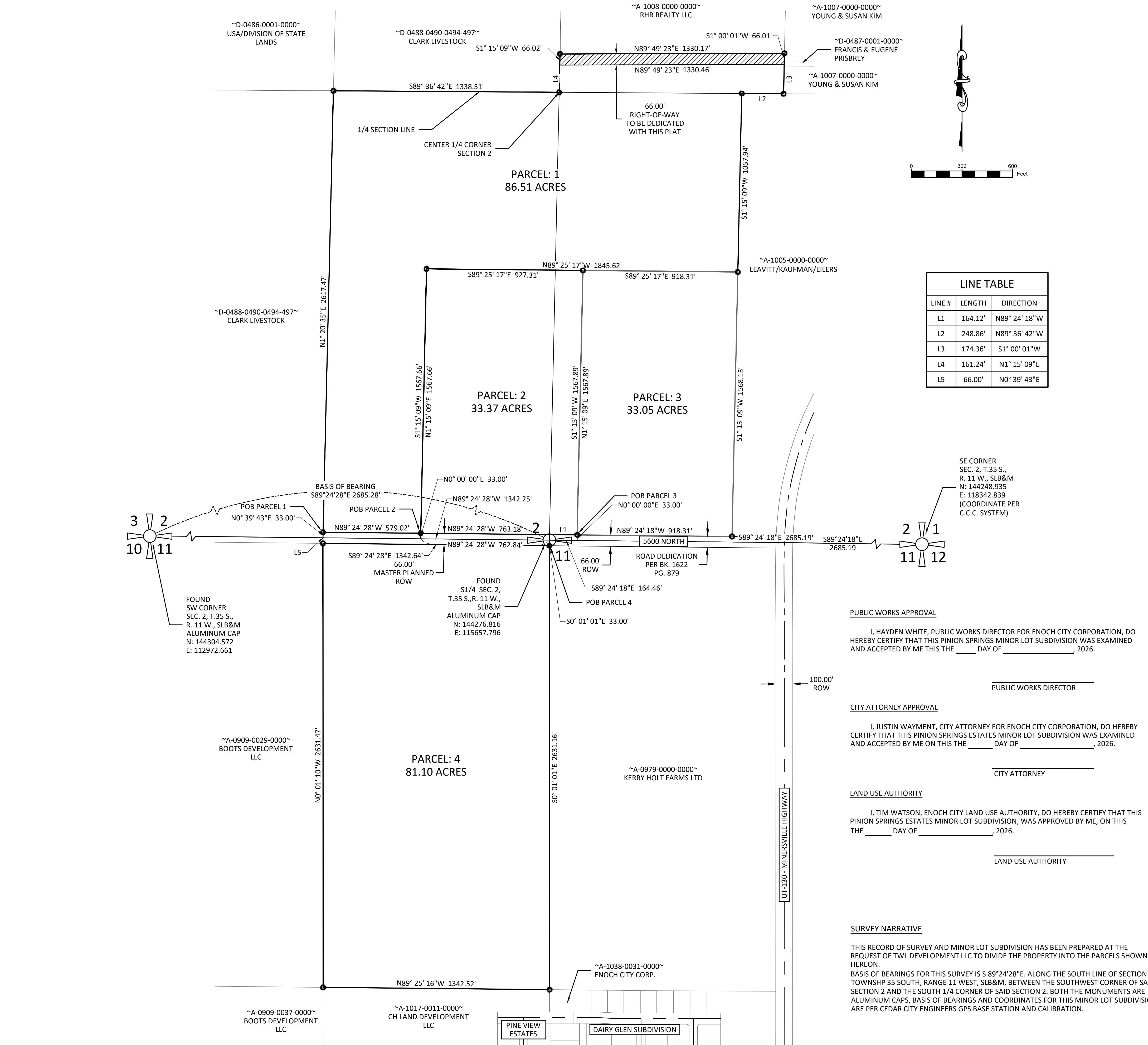
● DENOTES 5/8" DIAMETER BY 20" REBAR WITH YELLOW PLASTIC CAP STAMPED PLATT & PLATT, INC., L.S. 164659

IRON COUNTY SURVEY FILE

PLAT NO.: _____

RECEIPT NO.: _____

FILE DATE: _____



LINE #	LENGTH	DIRECTION
L1	164.12'	N89° 24' 18" W
L2	248.86'	N89° 36' 42" W
L3	174.36'	S1° 00' 01" W
L4	161.24'	N1° 15' 09" E
L5	66.00'	N0° 39' 43" E

PUBLIC WORKS APPROVAL
I, HAYDEN WHITE, PUBLIC WORKS DIRECTOR FOR ENOCH CITY CORPORATION, DO HEREBY CERTIFY THAT THIS PINION SPRINGS ESTATES MINOR LOT SUBDIVISION WAS EXAMINED AND ACCEPTED BY ME ON THIS THE _____ DAY OF _____, 2026.

CITY ATTORNEY APPROVAL
I, JUSTIN WAYMENT, CITY ATTORNEY FOR ENOCH CITY CORPORATION, DO HEREBY CERTIFY THAT THIS PINION SPRINGS ESTATES MINOR LOT SUBDIVISION WAS EXAMINED AND ACCEPTED BY ME ON THIS THE _____ DAY OF _____, 2026.

LAND USE AUTHORITY
I, TIM WATSON, ENOCH CITY LAND USE AUTHORITY, DO HEREBY CERTIFY THAT THIS PINION SPRINGS ESTATES MINOR LOT SUBDIVISION, WAS APPROVED BY ME, ON THIS THE _____ DAY OF _____, 2026.

SURVEY NARRATIVE
THIS RECORD OF SURVEY AND MINOR LOT SUBDIVISION HAS BEEN PREPARED AT THE REQUEST OF TWL DEVELOPMENT LLC TO DIVIDE THE PROPERTY INTO THE PARCELS SHOWN HEREON.
BASIS OF BEARINGS FOR THIS SURVEY IS S.89°24'28"E. ALONG THE SOUTH LINE OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 2 AND THE SOUTH 1/4 CORNER OF SAID SECTION 2. BOTH THE MONUMENTS ARE ALUMINUM CAPS, BASIS OF BEARINGS AND COORDINATES FOR THIS MINOR LOT SUBDIVISION ARE PER CEDAR CITY ENGINEERS GPS BASE STATION AND CALIBRATION.

FILE: P:\Projects\2025-0083 - Breeze Builders\Pinion Springs Estates\Minor Lot & Road Dedication\Minor Lot - 03032026.dwg



WATSON

ENGINEERING COMPANY, INC.

Plan Review Comments

PROJECT: **Pinion Springs Estates** DATE: **03/27/26**
Within Sec. 2 & 11, T35S, R11W, SLB&M
Enoch, UT

TO: **Platt & Platt** PHONE: (435) 586-6151
195 N 100 E
Cedar City, UT

ATTN: **Michael Platt** EMAIL: platt@infowest.com

RE: **Pinion Springs Estates – Minor Lot**
1st Review Submittal

REMARKS:

Watson Engineering Company, Inc. has been asked by Enoch City to provide a Plan Review of the Minor Subdivision. Please provide a written response to each of the following items when the plans are submitted to the City.

1. Provide section tie information on the plat for all parcels.
2. Provide Land Use Authority signoff.
3. Verify question from Public Works regarding dedication of 6000N.

Please do not hesitate to contact us with any additional questions.

Signed: _____

Colin Campbell
Plan Reviewer

Date: 03/27/26

ENOCH CITY CORPORATION

RESOLUTION NO. 2026-05-06-A

A RESOLUTION TO APPROVE THE PINION SPRINGS MINOR SUBDIVISION ROAD DEDICATION

WHEREAS, Platt & Platt, Inc. submitted a road dedication as part of the Pinion Springs Estates Minor Subdivision proposing dedication of 5600 N Road to Enoch City; and

WHEREAS, the Enoch City Engineer reviewed the proposed dedication and, by letter, has determined that the proposed road dedication and associated improvements meet the applicable requirements of Enoch City Code and the City's standards; and

WHEREAS, Enoch City ordinance and General Plan Section 12.2900 require the City Council to officially accept public dedications of streets and public improvements following a Land Use Authority review; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that the Deed of Dedication be approved and accepted with all commitments and obligations pertaining thereto.

This Resolution was made, voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 6th day of May, 2026. It shall become effective immediately.

DATED this 6th day of May, 2026

ENOCH CITY CORPORATION

Jim Rushton, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

Shawn Stoor	Yea	___	Nay	___
David Harris	Yea	___	Nay	___
Debra Ley	Yea	___	Nay	___
Kimberlee Trower	Yea	___	Nay	___
Jacob Miner	Yea	___	Nay	___

SEAL:

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Letter of Support Enoch to Cedar Trail

FOR CONSIDERATION ON: May 6th, 2026

PETITIONER: UDOT/City Staff

ACTION REQUESTED BY PETITIONER: Approve Letter of Support for the Enoch to Cedar City Trail.

Review Type: Legislative

BACKGROUND INFORMATION:

On April 14, 2026, the Utah Department of Transportation (UDOT) Trails Division presented the proposed Utah Trail Network (UTN) Enoch-to-Cedar City Trail project to local staff representatives of Enoch, Cedar, and Iron County.

The project consists of a paved shared-use path intended to connect Enoch City and Cedar City as part of the broader statewide Utah Trail Network. The exact alignment and project limits are still preliminary and will be refined during the design phase.

UDOT is requesting formal support from participating local agencies through a Trail Charter Letter of Support. This letter is required to move the project forward. Key elements of the project include the following:

- Regional trail connection between Enoch and Cedar City
- Designed and constructed by UDOT
- Built to UDOT standards and specifications
- Part of the statewide Utah Trail Network system
- No local match is required for this project.
- Local agencies may contribute existing or earmarked funds, but it is optional.
- Enoch City will take over maintenance of the portion of the trail in Enoch after completion.

Project Timeline:

- June 1, 2026: Deadline to submit Letter of Support
- May 14, 2026: Programming recommendations to Utah Transportation Commission
- June 26, 2026: Commission approval of project programming
- Summer 2026: Project delivery begins
- 2026–2027: Design phase
- 2027–2028: Construction phase

GENERAL PLAN REFERENCE:

- [The Enoch City Transportaion and Active Transportaion Plan](#) Show this trail in future phases of active transportation. (Pg 70-71)

CITY CODE REFERENCE:

- N/A

PUBLIC NOTICE:

- No Public hearing is required for this agenda item.

STAFF RECOMMENDATION:

Review the proposed letter of support and and changes or additions the Council would like to make. Make a motion to allow the signing of the letter of support, using the UDOT template provided with any changes.

ENOCH CITY CORPORATION
RESOLUTION NO. 2026-05-06-B

A RESOLUTION TO APPROVE A LETTER OF SUPPORT FOR THE ENOCH TO CEDAR CITY TRAIL FUNDED THROUGH UDOT

WHEREAS, the Utah Department of Transportation (UDOT) Trails Division has proposed the Utah Trail Network (UTN) Enoch-to-Cedar City Trail, a paved shared-use path intended to connect Enoch City and Cedar City as part of the statewide Utah Trail Network; and

WHEREAS, the project will be designed and constructed by UDOT to UDOT standards and specifications, with preliminary alignment and limits to be refined during the design phase; and

WHEREAS, upon completion, Enoch City will assume maintenance responsibility for the portion of the trail located within Enoch City; and

WHEREAS, the Enoch City Transportation and Active Transportation Plan identify this trail in future phases of active transportation; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah, that Enoch City formally supports the joint letter submitted by UDOT. This Resolution was made, voted upon, and passed by the Enoch City Council at a regular City Council meeting held on the 6th day of May 2026.

DATED this 6th day of May 2026

ENOCH CITY CORPORATION

Nay___

Nay___

Nay___

Nay___

Jim Rushton, Mayor

VOTING:

Shawn Stoor Yea___

David Harris Yea___

Debra Ley Yea___

Kimberlee Trower Yea___

Jacob Miner Yea___ Nay___

ATTEST:

SEAL:

Lindsay Hildebrand, City Recorder

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Water Fee Meter & Cemetery Fee Change

FOR CONSIDERATION ON: May 6th, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approval of Proposed Fee Change

Review Type: Legislative

BACKGROUND INFORMATION:

Recent changes in prices for water meters the city is required to purchase have increased from \$350 to \$400. This change is a reflection of that price increase, so the city doesn't lose money in purchasing the required meters.

The City also has required different fees for the sale of lots depending on where the person lives. It has been requested to change the requirement that a person be a resident of the Enoch City Annexation Area to a resident of unincorporated Iron County. This would allow a resident of unincorporated Iron County to pay an \$800 per-lot fee rather than the \$2,500 fee for a non-resident.

GENERAL PLAN REFERENCE:

- N/A

CITY CODE REFERENCE:

-
- Enoch City Code Fee Schedule 5A Cemetery Sale Of Lots.

PUBLIC NOTICE:

- A public hearing is not required for this agenda item.

STAFF RECOMMENDATION:

Review the proposed change to the fee schedule.

...

Meter Fee:

Row	Meter size	City Meter Install	City Hot Tap	City Connection Installation w/Meter
Row	1" Culinary	\$350 400.00	\$100.00	Contractor install
Row	1" Irrigation	\$350 400.00	\$100.00	\$1850.00
Row	2"	\$700.00	\$100.00	Contractor install
Row	4"	\$2,800.00	Contractor	Contractor install

...

DRAFT

...

Row	Heritage Non-Resident	\$400.00 per lot
Row	Non-resident	\$2500.00 per lot
Row	Resident of Enech <u>Unincorporated annexation</u> Iron <u>area</u> <u>County</u> (Rev. 4-6-22)	\$400 <u>800</u> .00 per lot

Definition of Heritage Non-Resident: ... the needed burial lot.

...

Row	Heritage Non-Resident	\$200.00	\$225.00	\$300.00
Row	Non-resident	\$200.00	\$300.00	\$400.00
Row	Resident of Enech <u>Unincorporated</u> annexation <u>Iron</u> <u>area</u> <u>County</u>	\$200.00	\$300.00	\$400.00
Row	Infant - resident	\$100.00	\$150.00	\$200.00
Row	Infant - non-resident	\$100.00	\$187.50	\$250.00

...

**ENOCH CITY CORPORATION
RESOLUTION NO. 2026-05-06-C
A RESOLUTION TO AMEND THE ENOCH CITY FEE SCHEDULE**

WHEREAS, recent supplier price changes have increased the cost of required water meters from \$350 to \$400 and the City desires to adjust its fee to reflect the increased cost so the City does not incur a loss when purchasing required meters; and

WHEREAS, the City currently applies different cemetery lot sale fees depending on residency, and City Staff has requested revising the residency qualification for the reduced cemetery lot fee from “resident of the Enoch City Annexation Area” to “resident of unincorporated Iron County,” thereby allowing qualifying unincorporated Iron County residents to pay \$800 per lot rather than the \$2,500 non-resident rate; and

WHEREAS, the City Council finds that it is in the best interest of Enoch City after taking into consideration the public health, safety and welfare of its citizens, future needs of Enoch City and determining the same to be in the best interest of the City and its residents, the fee schedule should be amended to read as follows:

**ENOCH CITY CORPORATION
FEE SCHEDULE-Revised May 6, 2026**

5.A Sale of Lots

Enoch City Resident	\$250.00 Per Lot
Heritage Non-Resident	\$400.00 Per Lot
Non-Resident	\$2500.00 Per Lot
Resident of Unincorporated Iron County	\$800.00 Per Lot

Open and Closing of Grave	Weekday	Saturday	Sunday/Holiday
Enoch City Resident	\$150.00	\$225.00	\$300.00
Heritage Non-Resident	\$200.00	\$225.00	\$300.00
Non-Resident	\$200.00	\$300.00	\$400.00
Resident of Unincorporated Iron County	\$200.00	\$300.00	\$400.00

9.D Water

1” Culinary	\$400.00	\$100.00	Contractor install
1” Irrigation	\$400.00	\$100.00	\$1850.00

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that the Enoch City Fee Schedule as amended is approved and adopted. This Resolution was made, voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 6th day of May 6 2026.

DATED this 6th day of May 2026
ENOCH CITY CORPORATION

Jim Rushton, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

Shawn Stoor	Yea	___	Nay	___
David Harris	Yea	___	Nay	___
Debra Ley	Yea	___	Nay	___
Kimberlee Trower	Yea	___	Nay	___
Jacob Miner	Yea	___	Nay	___

SEAL:

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Water Impact Fee Adjustment

FOR CONSIDERATION ON: May 6th, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Set a Public Hearing to Amend Water Impact Fees.

Review Type: Legislative

BACKGROUND INFORMATION:

During the January 21st, 2026 City Council meeting, the Water Impact fee was amended to \$20,000 per residential unit with a discount to \$6,500 per residential unit. Ensign Engineering did additional studies to review additional units (commercial, multi-family housing, industrial) that can be updated as well. Attached is the additional study for council review.

GENERAL PLAN REFERENCE:

- N/A

CITY CODE REFERENCE:

- Enoch City Code Fee Schedule 6A Impact Fees

PUBLIC NOTICE:

A public hearing will be held during the May 20th, 2026 City Council Meeting.

STAFF RECOMMENDATION:

Set a public hearing date for this agenda item. Also, provide the staff with any additional information Council would like to be included in the presentation for the next meeting.

new source wells, a chlorination building, and a new booster station. Each facility has a 50-year useful life and is considered 100 percent growth-related, resulting in a total growth-eligible cost of **\$18,995,925.00**. The cost recovery calculation divides this total amount by the number of ERCs projected to be added between 2024 and 2034 1,340 ERCs, yielding a maximum cost recovery fee of **\$14,176.06 per ERC**. This value represents the proportional share of future capital improvements attributable to growth and forms the second component of the total impact fee.

8.3.3 Maximum Justifiable Impact Fee

The maximum culinary water impact fee for Enoch City is determined by combining the results of the Equity Buy-In Method and the Cost Recovery Method. The Equity Buy-In Fee reflects the remaining value in the City's existing culinary water system that is available for new development to buy into. As summarized above, this analysis identified a depreciated system value of \$39,287,685.66 which, when divided by the City's current 2,717 ERCs, results in an equity buy-in cost of **\$14,459.95 per ERC**.

The Cost Recovery Method identifies the growth-related cost of new facilities that must be constructed to meet projected demand between 2024 and 2034. Enoch City anticipates constructing five new wells, a chlorination building, and a booster station, resulting in a total growth-eligible capital cost of \$21,128,925.00. This cost is allocated across the ERCs expected to be added during the planning horizon. Based on a projected ERC increase of 1,340 ERCs, the resulting cost recovery fee is **\$14,176.06 per ERC**, as described in the preceding section.

To determine the maximum legally defensible culinary water impact fee, the equity buy-in cost and the cost recovery fee are combined. The calculation is shown below:

$$\text{Maximum Impact Fee per ERC} = \$14,459.95 + \$14,176.06 = \$28,636.01$$

This calculated value represents the maximum legally defensible impact fee under Utah Code 11-36a and does not obligate the City to adopt the full amount.

This combined value represents the maximum justifiable culinary water impact fee for Enoch City under Utah Code 11-36a. It reflects both the proportional share of existing system value attributable to new development and the cost of future facilities required to maintain the City's level of service as growth occurs. This value constitutes the highest fee the City may lawfully assess; the City Council may elect to adopt a lower fee based on policy considerations but may not adopt a fee exceeding this calculated maximum.

ENOCH CITY COUNCIL MEMO

SUBJECT: Water Rate Structure and User Fee Amendment

FOR CONSIDERATION ON: April 15th, 2026

PETITIONER: Enoch City Water Board

ACTION REQUESTED BY PETITIONER: Set a Public Hearing for Proposed Water Rate Amendment.

Review Type: Legislative

BACKGROUND INFORMATION:

The Enoch City Waterboard has reviewed the city's current water rate fees. After reviewing an analysis done by Ensign Engineering and Waterworth (a financial model software) the board made the following recommendations to the City Council to consider.

- Tier 1: 20,0001 to 30,000 gallons at \$1 per thousand gallons
- Tier 2: 30,0001 to 50,000 gallons at \$2 per thousand gallons
- Tier 3: > 50,001 gallons at \$3 per thousand gallons

Attached is the current water fee schedule to compare.

	Residential & Commercial 1" Meter	Institutional Culinary	Institutional Irrigation	Residential & Commercial > 1" Meter
Base Rate (includes 20k G.)	\$30/mth	\$30/mth	\$30/mth	\$30/mth
20,001 to 40,000 gallons	\$1.00 per 1,000 gallons	\$1.00 per 1,000 gallons	\$1.00 per 1,000 gallons	\$1.00 per 1,000 gallons
40,001 to 60,000 gallons	\$2.00 per 1,000 gallons	\$2.00 per 1,000 gallons	\$2.00 per 1,000 gallons	\$2.00 per 1,000 gallons
60,001 + gallons	\$3.00 per 1,000 gallons	\$3.00 per 1,000 gallons	\$3.00 per 1,000 gallons	\$3.00 per 1,000 gallons

GENERAL PLAN REFERENCE:

- N/A

CITY CODE REFERENCE:

- Enoch City Fee Schedule 9.D Water

PUBLIC NOTICE:

A public hearing will occur at a future date.

STAFF RECOMMENDATION:

Set a public hearing date for this agenda item.

AFTER RECORDING PLEASE RETURN TO:

DGP BOOTS DEVELOPMENT LLC
104 E 600 S, #887
Heber, UT 84032

Approved by the Enoch City
Council on _____, 2026

**DEVELOPMENT AGREEMENT FOR
PINION SPRINGS ESTATES**

SWISS MASTER DEVELOPMENT PLAN

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of 20, 2026 by and among DGPBOOTS DEVELOPMENT LLC, a Utah limited liability company with a mailing address of 104 E 600 S, #887, Heber 385 Michael Circle, Santa Clara, UT 84032 84765 (the "Developer"), and any assigns, and ENOCH CITY, a political subdivision of the State of Utah and established under applicable law of the State of Utah (the "City").

RECITALS

A. **WHEREAS**, Developer is the owner of approximately 234.12279.54 acres of real property located within Sections 23, 10, and 11, Township 35 South, Range 11 West within the corporate boundaries of Enoch City, Utah, with a legal description as indicated in Exhibit "A" attached hereto and incorporated by reference herein (the "Property"). No additional land shall be added to the Property without the express, written amendment of this Agreement, executed and approved by Developer and City;

B. **WHEREAS**, Developer has proposed the development of a new Project on the Property to be known as "Pinion Springs Estates Swiss Master Development Plan" (the "Project") with a Planned Unit Development ("PUD") of approximately 698980 dwellings consisting of a mix of single family residences ~~and~~, multiplexes, townhomes, apartments, and commercial uses, in addition to open space, ponds, and common recreation areas and amenities, all set forth in a conceptual design as incorporated by reference herein as Exhibit "B" (the "Conceptual Plan");

C. **WHEREAS**, Exhibit "B" attached hereto constitutes the current Conceptual Plan for the Development and is incorporated herein for illustrative and reference purposes only. The Parties acknowledge and agree that the Conceptual Plan is preliminary in nature and is intended solely to depict the general configuration, anticipated character, and overall components of the Development as presently contemplated by Developer. Notwithstanding anything herein to the contrary, Developer shall not be entitled to obtain, and City shall have no obligation to consider or approve, any application for approval of the first phase of the Development unless and until the Master Plan for the Development has first been submitted by Developer and approved by the City in accordance with all applicable ordinances, regulations, policies, and procedures of the City. Approval of the Master Plan shall be an express condition precedent to any consideration or approval by the City of the first phase of the Development. Prior to the City's approval of the first phase of the Development, Exhibit "B" shall be replaced with the then-current Conceptual Plan,

Master Plan, or other refined plan approved by the City and applicable to such first phase, and upon such substitution the revised exhibit shall thereafter constitute Exhibit "B" for all purposes under this Agreement.

D. **WHEREAS**, Developer has certain obligations to install all utilities, and to provide paved hard surface roads, including but not limited to all interior roads as well as a fully developed public access road intersecting with Midvalley Road and Bulldog Road directly North to the Development, in accordance with Iron County or Enoch City's road standards, as applicable, and to otherwise extend any other off-site utilities to the Development, provide the Development with all public utility facilities including but not limited to curb, gutter and sidewalk, stormwater containment, streets, power, water, and public sewer systems, in accordance with the applicable law and design standards, which infrastructure necessary to service the Project will be funded in whole by the Developer, unless upsized by the City in which event City shall pay the difference in material costs incurred by Developer for any upsizing of the infrastructure;

E. **WHEREAS**, pursuant to Enoch City Ordinance 12.1200, the City allows a PUD overlay for existing residential zones to provide for more flexible and balanced development of mixed uses and densities, contribute to the overall infrastructure and improvements of the City for future growth, and promote economic development, all of which will be advanced by Developer through private financial resources, other than any costs for upsizing the infrastructure;

F. **WHEREAS**, Developer agrees to develop the Project in a manner consistent with the City's, zoning ordinances, regulations, impact requirements, engineering standards, and policies and all other procedures contemplated by the General Plan, as well as all applicable City rules and regulations with respect to required development approvals, and the City's legislative body has determined to approve the Project subject to the terms and conditions set forth in this Agreement;

G. **WHEREAS**, in recognition of the development of the Project and the resulting benefits to the community through increased tax base, more infrastructure, recreational and attainable housing, the City is willing to agree to vest the development of the Project pursuant to the terms of this Development Agreement against future legislative changes in the General Plan, ordinances and regulations that would be inconsistent with the provisions in this Development Agreement;

H. **WHEREAS**, Developer and City desire to establish certain standards and procedures that will be applied to certain additional administrative approvals contemplated in connection with the development of Project and the construction of improvements located on the Property;

I. **WHEREAS**, Enoch City, acting pursuant to its authority under Utah Code and applicable ordinances, has made certain determinations with respect to the proposed Project and, in the exercise of its legislative discretion, has elected to process and approve the use, density, general configuration and development standards for the Project, resulting in the negotiation, consideration and approval of this Development Agreement after any and all necessary public hearings;

J. **WHEREAS**, the Enoch City Planning Commission and the Enoch City Council have found that this Development Agreement:

- i. complies with the City Ordinance 12.1200.1203;
- ii. meets the spirit and intent of the applicable codes and regulations; and
- iii. promotes the health safety, prosperity, security, and general welfare of the inhabitants and tax payers of Enoch City

K. **WHEREAS**, the Property is currently zoned R-1-11-~~& R-1-18~~;

L. **WHEREAS**, upon approval of this Agreement in accordance with Enoch City ordinances, the Project, which will be built in multiple phases and will include features, amenities, areas, and uses as generally depicted on the Conceptual Plan as replaced hereafter by the Master Plan, including but not limited to: (i) water retention areas; (ii) ponds; (iii) off-street vehicle storage; and (iv) the residential areas with various densities ranging from ~~18,000 SQ FT~~ 1.5 acre lots to ~~4-plex townhomes~~ apartments; (collectively, the “Planned Uses”) as shall hereafter be more fully set forth in the Master Plan.

M. **WHEREAS**, upon completion, dedication, and acceptance of the infrastructure, the City is willing to provide the necessary public services to the Development Property, upon certain conditions as outlined in City ordinances and in accordance with the terms included herein; and

N. **WHEREAS**, the Parties desire to enter into this Agreement to implement applicable City regulations and conditions of approval, to memorialize the covenants and commitments of the Parties regarding the Project, and to give effect to applicable state and municipal law, including the limitation that, to the extent this Agreement does not address a matter, the Parties remain subject to Title 10, Chapter 20 and City’s ordinances governing land use regulations.

NOW, THEREFORE, in consideration of the foregoing and the promises, conditions covenants and terms described herein, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are incorporated fully into this Agreement as if fully set forth herein.

2. **Definitions.** Capitalized terms used herein shall have the meaning given them in this Agreement and if not otherwise defined herein, within State Code or the City’s ordinances, shall have the plain and ordinary meaning within the context they appear. If there is a conflict between the Agreement text, any exhibit, code requirements, or other documents, the more specific terms shall apply or as otherwise reasonably required by Enoch City. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- a. “Administrative Amendment” means any amendment to this Development Agreement that is not a Substantial Amendment, as that term is defined herein. City’s building official may approve any Administrative Amendment to this Development Agreement

in behalf of the City. The term “Administrative Amendment” specifically includes, but is not limited to, changes to the Master Plan which are necessary (i) to assure that development is occurring on land best suited for that purpose, (ii) to accommodate the final design of recreational facilities, amenities, and areas, (iii) to allow the location and construction of roads to serve the subject property in accordance with development standards, and (iv) to refine the proposed boundaries of various residential densities, commercial, or mixed use areas. Administrative Amendments may include refinements to amenity locations, minor roadway alignment adjustments, and boundary refinements between planning areas, provided the modification remains consistent with the intent of the approved Master Plan and applicable City standards.

- b. “Agreement” means this Development Agreement, including all exhibits hereto, which are specifically incorporated herein by this reference. All rights and obligations of this Agreement shall be binding upon all successors in interest to the parties to this Agreement. This Agreement is intended to run with the land subject to Sections 14, 15, and 33 and shall be recorded with the Iron County Recorder against the property legally described in Exhibit “A”.
- c. “City” means Enoch City, a political subdivision of the State of Utah.
- d. “City Engineer” means the City Engineer or such other licensed engineer designated by City to review and approve public improvement plans and related engineering matters.
- e. “Complete Land Use Application” means a land use application that is submitted in a form that complies with the requirements of Enoch City’s applicable ordinances and for which all applicable fees have been paid, consistent with Utah Code Ann. §10-20-902.
- f. “Conceptual Plan” means a preliminary planning document, drawing, or exhibit intended solely to illustrate the general layout, character, density, land use relationships, circulation patterns, open space, and anticipated components of the Development as proposed by Developer. The Conceptual Plan is for illustrative and reference purposes only, is not a final engineering or construction document, and shall not, by itself, create any vested right, entitlement, or obligation on the part of the City to approve any particular use, density, configuration, phase, improvement, or application. The Conceptual Plan is subject to further review, revision, refinement, and approval by the City through the Master Plan, phased development applications, and all other applicable land use, zoning, subdivision, engineering, and permitting processes required by City ordinances and applicable law.
- g. “Developer” means ~~DGP~~BOOTS DEVELOPMENT LLC, a Utah limited liability company, or its successors and assigns. As ~~Members~~Member of ~~DGP, John Vander Veur and Jared Vander Veur have~~Developer, Kent Frei has authority to act for Developer and sign this Development Agreement.

- h. “The Development”, “~~Pinion Springs Estates~~Swiss Master Development Plan”, and “Project” mean the ~~Pinion Springs Estates~~Swiss Master Development Plan planned Project and further legally described in Exhibit “A” and depicted in Exhibit B, which is attached hereto and incorporated herein, with those portions within the boundaries of Enoch City to be governed according to its ordinances and this Agreement.
- i. “Development Activity” means any construction, expansion, and excavation of a Development Area, building, structure, lot, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.
- j. “Development Area” means an area within the Project that holds the potential of being developed by Developer, or Developer’s successors or assigns, into one or more separate areas within the Project for residential development, such as subdivisions, or multiple lots within a subdivision phase. Development Areas are not necessarily designated in the Master Plan, but may be designed and designated as such at a later date.
- k. “Electrical Power Supplier” means Rocky Mountain Power or any other electrical power supplier who may provide electrical power service to the area of the City where Development is located now or in the future.
- l. “Final Plat” means a final plat of a residential subdivision to be constructed as a Project Area or Phase within a Development Area which, after approval by the City, is to be recorded in the Official Records on file in the Office of the Recorder of Iron County, State of Utah.
- m. “Land Use Application” means any application for development within the Project submitted to City by Developer or any Sub-Developer subsequent to the execution of this Agreement.
- n. “Master Plan” means the general development configuration of the Project which shall be substituted for the Conceptual Plan currently attached hereto as Exhibit “B” and incorporated into this Agreement, as approved by the City. The Master Plan shall show the general configuration of the ~~234.12279.54~~ acres involved in this project, including the general location of amenities, improvements, roads, open space, uses, and development, as it may be modified in accordance with this Agreement, state law and City Ordinances. The Master Plan shall be submitted prior to approval of the first phase of the Development.
- o. “Modification Application” means the application and process prescribed for modifying this Agreement or the Master Plan under Section 8.
- p. “Design Standards” means those development and design standards set forth in this Agreement, those set forth in the City’s Land Use Ordinances, and the applicable Covenants, Conditions, and Restrictions which will be created hereafter.

- q. “Project Area” or “Phase” means the area of the Project where Developer has specific authorization through final plat approval by the City to commence Development Activity on The Property. It is anticipated that Developer will complete this Project in phases based upon market conditions. Each Project Area or Phase will require authorization from City to ensure compliances with this Agreement.
- r. “Planning Commission” means the Enoch City Planning Commission.
- s. “Project Improvements” public means facilities and improvements required to serve the Project and attributable to Development Activity within the Project, including without limitation streets, sidewalks, curb/gutter, water lines, sewer lines, storm drainage, and related appurtenances, to the extent required by City standards..
- t. “The Property” or “Subject Property” means the real property included within the legal description attached hereto as Exhibit “A”, which is incorporated into this Development Agreement by this reference. No other property may be added to the legal description of the Project for the purposes of this Development Agreement, except by written amendment.
- u. “Residential Property” means those portions of the Property that will be located within a proposed Project Area or Phase, which is designed, intended to include, or partially include, by a “dwelling unit” as that term is current defined in Enoch City Ordinance 12.200.206(73). It is intended that the Project will have Residential Properties including town home lots and single-family residential properties comprising an overall project density of 3.02 residential units per acre in Enoch City.
- v. “Sub-Developer” means any person, entity, group or association responsible to design, engineer, entitle, construct and market a Development Area, or any part thereof, with or without structures or Dwellings thereon.
- w. “Substantial Amendment” means any amendment to this Agreement or the Master Plan that is not an Administrative Amendment, including any amendment that: (i) increases the Maximum Residential Density approved for the Project; (ii) adds a new land use category not previously approved; (iii) materially reduces required public improvements, open space, amenities, or public service commitments; (iv) materially changes the approved proportion between Low Density Residential Product and High Density Residential Product; (v) materially changes approved phase sequencing; (vi) materially increases impacts on traffic, drainage, utilities, fire protection, parks, or other public facilities; or (vii) otherwise requires legislative approval under City ordinance or Utah law.”

3. Summary of ~~Pinion Springs Estates~~ ~~Pinion Springs Estates~~ Swiss Master Development Plan. Swiss Master Development Plan is planned as a phased master planned PUD project community which upon full build out will include a residential community development on

~~234.12279.54~~ acres of land located in northern Enoch City, ~~north~~northwest of the Pine View Estates ~~and Dairy Glen Subdivisions~~.Subdivision. The Project will include single-family residential housing with ~~41.5 acre, 10,000 sq. ft., and 9,000 sq. ft.~~ lots, as well as higher density housing through ~~4-plexes, twin lots, and townhomes.~~ The project will also include two commercial development pods, two ponds, and required open space. It is anticipated that the Project will be split into multiple Development Areas, which may be further divided into Project Areas or Phases. Developer will oversee and/or coordinate the design and construction of all on-site infrastructure and amenities necessary for the Project. Developer may construct Development Areas, Project Areas, and Phases, or use a sub-developer. Sub-developers shall be bound by and shall cause its employees and agents to act in accordance with the terms of this Agreement. Maximum Density overall project density of ~~3.02~~four (4) residential units per acre in Enoch City.

Commented [JW1]: The plat map shows apartments? Should this be added? Should we replace Townhomes with apartments.

Commented [JW2]: We need to discuss correlations and transitions from the adjacent development.

4. Applicable Laws and Regulations. The Project shall comply with applicable federal, state, and local laws and regulations, including City’s Land Use Regulations and applicable building and safety codes. Nothing in this Agreement is intended to authorize any use or density that is prohibited under City’s land use regulations, except as authorized by this Agreement, unless and until processed and approved in the manner required by Utah law and City ordinances.

5. City Master Plan and Utility Infrastructure. Developer shall design, construct, install, each Phase and complete the Project in substantial conformance with the City’s adopted Master Plan, the approved Project Master Plan to be adopted and approved by Developer and City, and substituted in Conceptual Plan referenced in Exhibit “B”, all applicable phase approvals, and the City’s utility infrastructure requirements, engineering standards, plans, specifications, standard drawings, ordinances, and other applicable development requirements, as the same may apply to the Project. Developer shall be responsible, at its sole cost unless otherwise expressly provided in this Agreement, for coordinating with the City regarding the timing, design, capacity, location, engineering, and installation of all required water, culinary, secondary, sewer, storm drainage, roadway, power, communication, and other public utility improvements necessary to serve the Project. No development, plat, permit, or phase of construction shall proceed unless adequate utility infrastructure is available or is being provided in a manner approved by the City, and Developer shall ensure that all improvements are properly engineered, sized, phased, and constructed in accordance with applicable City engineering standards so as to be compatible with the City’s existing and planned public infrastructure systems and to avoid adverse impacts on public facilities or service levels.

6. Findings and Authority. The Enoch City Council, having received the recommendation of the Enoch City Planning Commission regarding the Project, authorizes and approves this Development Agreement, and finds as follows:

- a. This Development Agreement has been reviewed and approved by City in accordance with the requirements of the Enoch City ordinances and State law.
- b. This Agreement is consistent with City’s General Plan and applicable zoning and development standards, as modified by the PUD approvals, and advances City planning and housing objectives while requiring Developer to construct necessary project-related improvements.

c. The development of the ~~Pinion Springs Estates~~ [Swiss Master Development Plan](#) pursuant to this Agreement is expected to result in significant planning and economic benefits to and will further the health, safety, orderly development, and general welfare of City and its residents.

7. Reliance by the Parties. City acknowledges that Developer is relying on the execution and continuing validity of this Development Agreement, the Master Plan, the conditions set forth in this Agreement, and the land use entitlements derived from this Agreement. In reliance of this Development Agreement, Developer has expended substantial funds in the planning, design and engineering for ~~Pinion Springs Estates~~ [Swiss Master Development Plan](#), and will continue to expend substantial funds in the planning and actual construction of the Project. Conversely, Developer acknowledges that City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its covenants and obligations under this Agreement and the Master Plan in granting the land use entitlements contained herein.

8. Purpose; Authorization to Develop. The Parties desire that the City have reasonable certainty concerning the manner in which the Project will be developed, and that the Developer will have reasonable certainty in proceeding with the development of the Project. Throughout this Agreement, Developer, and Developer's successors and assigns agree to comply with the terms of the Master Plan as accepted by the City, and this Agreement, and in exchange, City authorizes Developer and Developer's successors and assigns the right to develop ~~Pinion Springs Estates~~ [Swiss Master Development Plan](#) as set forth in the Master Plan and this Agreement.

9. Binding Effect of Approvals. City may enact or amend land use regulations at any time, and nothing in this Agreement limits City's authority to do so. However, to the extent Developer submits Complete Land Use Applications, Developer is entitled to substantive review and approval in accordance with Utah Code Ann. §10-20-902, subject to the exceptions stated in that statute and other applicable Utah law, as follows:

- a. Zoning. The authority granted to Developer and Developer's successors and assigns, to develop Project with the uses and densities approved herein, will not be prohibited by subsequent City action which is inconsistent with the approvals granted by this Development Agreement. All future Land Use Applications shall be processed under applicable Land Use Regulations and Utah law.
- b. Building Permits. Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other safety codes and City ordinances relating to the construction of any structure in effect when a person or entity files with City a complete application for such a permit.
- c. Development Application Denials; Meet and Confer. Complete Land Use Applications shall be processed in accordance with applicable Utah law, City ordinances, and this Agreement. If the City denies any Development Application, subdivision plat, site plan, permit, or other approval required for a Phase, the City shall provide written notice of

the denial and, upon written request and to the extent reasonably available, provide the written decision, staff report, minutes, or recording relating to the denial. Upon written request made within fifteen (15) days after notice of denial, the City and Developer shall meet and confer in good faith within fifteen (15) business days, or as soon thereafter as reasonably practicable, to review the denial and determine whether the issues may be resolved through revisions to the application or additional information. Nothing in this Section waives or extends any appeal deadline except as expressly provided by applicable ordinance or by a written tolling agreement executed by the parties.

10. Process for Modifying the ~~Parsons Springs Estate~~ Swiss Master Development Plan Master Plan.

- a. Intent. City and Developer acknowledges that the ~~Parsons Springs Estate~~ Swiss Master Development Plan Master Plan contains generalized depictions regarding long-term development of the Project and that refinements may be necessary as engineering, market conditions, and phasing evolve. City recognizes that owners of the Subject Property may need to change the configuration of uses shown or described in the Master Plan to reflect future changes, and so long as such changes do not require the City to relocate, without compensation, public infrastructure which have been constructed or which adversely impact other public infrastructure depicted and planned in the Master Plan, as reasonably determined by City, the City will work with Developer to facilitate such changes.
- b. Requested Modifications. After approval of this Development Agreement, Developer may request modifications to the Master Plan and/or this Agreement as follows:
 - i. *Administrative Amendment.* Developer may request an Administrative Amendment to the Master Plan or this Agreement only if the requested change qualifies under applicable Utah law, this Agreement, and City ordinances. An Administrative Amendment may approve minor refinements to the configuration of uses, roads, utilities, open space or phase boundaries, and provided that the requested changes are not a Substantial Amendment. Any requested modification that qualifies as an Administrative Amendment shall be submitted to, reviewed by, and processed through the City's administrative staff in accordance with the procedures and direction established by the City.
 - ii. *Legislative Amendment.* Any proposed modification that is not an Administrative Amendment, including but not limited to any amendment that increases residential density, adds land uses, materially changes the approved housing mix, materially changes phase sequencing, materially reduces open space or required public improvements, or materially increases traffic, drainage, utility, or public service impacts, shall be a Substantial Amendment and shall require approval by the City Council in accordance with applicable law."
- c. Submittal of Modification Application. If Developer or its successors and assigns,

desire to amend the Master Plan or this Development agreement, Developer shall provide City's designated staff or building official with a written request for the modification noting whether Developer is pursuing an Administrative Amendment or Substantive Amendment, a copy of the proposed modification (to the Master Plan and/or this Development Agreement), and a supplemental summary containing a brief description of the changes made by the proposed amendment explaining the purpose and impacts of the requested change (including impacts on density, uses, public improvements, open space, engineering changes, and utilities).

- d. City Acceptance of Modification Application. City shall review the Modification Application for completeness and, within a reasonable time consistent with City ordinances, notify Developer of missing information or objections. No Modification Application shall be deemed approved by lapse of time alone, but City shall make reasonable efforts to provide a response to Developer within fifteen (15) business days; approvals must be in writing and signed by the authorized City representative(s).
- i. If City's building official determines the requested amendment is within the scope of an Administrative Amendment, complies with engineering standards and does not require legislative approval, the building official will notify Developer in writing that the Administrative Amendment is approved by City.
 - ii. If the proposed amendment is not within the scope of an Administrative Amendment, the proposed modification must be approved by the City Council. If City determines applicable law requires further public hearing or procedure to be followed, the Parties agree to follow said procedures as expeditiously as possible.
 - iii. If Developer has requested a Substantive Amendment and/or if City has determined that a requested amendment does not qualify as an Administrative Amendment, City's legislative body will review requested modifications as expeditiously as possible. If City's legislative body denies a Substantive Amendment, City shall specify in writing with sufficient detail the reasons for denying the Substantive Amendment. Developer and City shall utilize the same meet and confer process as contained in 9(c) *supra*.
- e. Mediation. If City denies a requested Administrative Amendment or Substantial Amendment, and the Parties have met and conferred in good faith and if not resolved, either Party may request mediation with a mutually acceptable mediator, with mediation costs shared equally.
- f. Arbitration. If the City and Developer are unable to resolve the issues via mediation pursuant to the preceding Subsections, then upon mutual stipulation of the Parties, the Parties shall attempt within seven (7) days to appoint a mutually acceptable land use planning expert to arbitrate the terms of the Modification Application. The party requesting the arbitration shall pay the fees to initiate the arbitration. If the Parties are unable to agree on a single acceptable arbitrator, they shall each, within seven (7)

additional days, appoint their own individual land use planning expert. These two land use planning experts shall, between them, choose the single arbitrator within the next seven (7) calendar days. The chosen arbitrator shall within fifteen (15) days, review the positions of the Parties regarding the Modification Application and issue a decision. The arbitrator shall ask the prevailing party to draft a proposed arbitration award for consideration and objection by the other side. Upon adoption by the arbitrator, after consideration of such objections, the arbitrator's award shall be final and binding upon both Parties and shall constitute an approved modification of the Master Plan. As part of the arbitrator's decision, the arbitrator shall determine the payment of the arbitrator's costs based on the success or failure of each party's position in the arbitration. All arbitrations arising under this Agreement shall be conducted in compliance with Utah Arbitration Act (Utah Code Ann. § 78B-11-102 *et seq.*). If a stipulation to arbitration is not mutually agreed, then either Party may pursue available legal remedies. Nothing in this Section waives any defenses, immunities, (including but not limited to any protections afforded the City under the governmental immunities act) or statutory requirements applicable to City.

11. General Conditions of the ~~Pinion Springs Estates~~ Swiss Master Development Plan Master Plan. As part of the Master Plan, Developer will abide by the standards set forth in City ordinances. More specifically, the following general development conditions and guidelines for the Project shall apply to the Subject Property:

- a. Maximum Development Area. The Project and the entitlements granted by this Agreement shall be limited to the Subject Property described in Exhibit "A". No additional property may be added without a written amendment approved under Section 35.
- b. Maximum Residential Density. The Subject Property shall contain a maximum density of ~~3.024~~ residential units per acre or ~~6981106~~ Units, exclusive of any internal accessory dwelling units constructed according to then-applicable ordinance. Modification increasing density beyond that which is identified in this section is a Substantial Amendment and must be approved by the City.
- c. Open Space. The Project must contain no less than ~~fifteen~~twenty percent (~~15~~20%) open space in the Master Plan, or 55.91 acres, subject to refinement through Phase approvals. Open space intended to be private (including HOA-owned trails, parks, structures and drainage basins) shall be clearly designated on plats and governing documents, and shall be maintained by the owner/HOA unless accepted by City in writing. Any land under HOA ownership containing trails, parks, HOA facilities, structures or drainage basins that are without residential structures, not including roads or residential single-family lots, are included in calculation open space acreage.
- d. Landscaping. Landscaping for single family residential lots shall comply with all City ordinances, including 12.300.323, and applicable phase approvals at the time of Application for any project phase, and, except for improvements dedicated to the City, any open space shall be maintained by the HOA in accordance with HOA standards,

which shall in no event be less than the minimum standards required by the City. Landscaping requirements shall be set by the underlying zones unless otherwise agreed in the Master Plan or approved by the City in any specific phase, and U.C.A. §10-20-807.

- e. Multi-Family Development Specific Standards. The following Master Plan conditions shall apply to any portion of the Project that includes multi-family housing:
 - i. *Fences.* Any multi-family housing in the Project shall have a six-foot (6') sight-obscuring perimeter fence. Fences shall be set back a minimum of 10 feet from the right-of-way line of a dedicated street. The fenced setback area shall be landscaped. Where the front of a unit faces a dedicated public street, a fence is not required if the property is landscaped parallel with the face of the structures or the required setback.
 - ii. *Parking.* The Project will include one (1) off-street parking space per bedroom, which parking spaces include limited, common, private or public driveways, carports, garages, and parking lots. The Project will also include one (1) additional off-street parking space for every three (3) residential units. Private driveways will be a minimum of nine feet (9') by eighteen feet (18') to count as one (1) parking space.
 - iii. *Landscaping.* Any multi-family housing must have landscaping completion for any phase, or financial assurances approved by the City, prior to approval to develop the next subsequent phase of any multi-family housing and shall be completed within one (1) year of receiving a certificate of occupancy whichever is earlier. Landscaping shall be completed in accordance with City Ordinances, including 12.300.323.
 - iv. *Pressurized Irrigation.* Developer shall install a secondary pressurized irrigation system to serve multi-family housing in the Development.
- f. Single Family Residential Standards. The following Master Plan conditions shall apply to any portion of the project that includes single family residences.
 - i. *Parking.* Parking spaces for single family residences in the Project shall include off-street parking in accordance with City Ordinances.
 - ii. *Pressurized Irrigation.* Developer shall install a secondary pressurized irrigation system to all single-family residential lots. All exterior irrigation for lawns, turf, landscaped areas, and other planted areas serving single-family residential lots shall be provided exclusively through a pressurized irrigation system approved by the City, and no culinary, non-pressurized irrigation method shall be permitted for such areas unless otherwise expressly approved in writing by the City.

iii. *Curb and Gutter*. All streets, curb and gutter shall be in accordance with City's Ordinances and engineering standards.

- g. Development Areas, Districts, Densities, and Uses. The maximum residential density referred to above may be allocated throughout the Project in multiple different Districts and Development Areas containing varying levels of residential uses. The locations and layout of various districts, residential areas, open space, uses, infrastructure, and various amenities is generally identified on the Master Plan which shall be submitted and approved by the City prior to approval of the first phase of development for the Project. However, it is intended by the Parties that there be a level of flexibility in the final location and size of uses of these areas within the Subject Property. Accordingly, the boundaries, intensity of use and size of Districts and Development Areas and may be modified pursuant to the provisions of this Agreement. Any adjustment must be processed as an Administrative Amendment or Substantial Amendment under Section 10, and must remain within the maximum density and land use approvals established by this Agreement and applicable City ordinances.
- h. Phasing and Concurrent Housing Mixture Development. City acknowledges that Developer intends either to develop individual Development Areas itself or convey Development Areas to various Sub-Developers for development. Accordingly, City may receive multiple land use applications for areas within the Subject Property. The Project shall be developed in phases substantially in accordance with a Phasing Plan approved by the City and attached as Exhibit "C" (the "Phasing Plan") to be established prior to, or concurrent with, submission of the Master Plan, as the same may be amended only in accordance with this Agreement. The approved housing mix shown on the Master Plan as hereafter submitted, including the proportion between Low Density Residential Product and High- Density Residential Product, is a material term of this Agreement.

For purposes of this Agreement, "Low Density Residential Product" means single-family detached residential lots or units shown on the Master Plan, and "High Density Residential Product" means townhomes, multifamily units, or any other residential product designated on the Master Plan as high density or having a density greater than the approved single-family detached areas.

Low Density Residential Product and High Density Residential Product shall be developed contemporaneously. The cumulative percentage of approved, permitted, or occupied High Density Residential Product shall not exceed the cumulative percentage of approved, permitted, or occupied Low Density Residential Product, respectively, by more than seventy-five (75%) percent, or a 3-1 ratio, (i.e., development of 75 high density multi-family residences shall require a minimum 25 low density residences). For purposes of measuring compliance under the preceding sentence, the final plat approval for High Density Residential Product shall be measured against recorded final plats for Low Density Residential Product; or such other milestone as shown in the Master Plan and Phasing Plan as noted in Exhibit "C".

If approval of a final plat for High Density Residential Product would cause the Project to exceed the permitted proportional relationship established by this Section or Exhibit “C”, the City Administrator may deny, condition, continue, or withhold such approval until the Developer restores compliance. The concurrency requirements of this Section may be restated in applicable phase approvals, plats, permits, or other written approvals for clarity of administration and enforcement.

- i. The parties shall coordinate the timing of utility extensions and public improvements so that each phase proceeds in a logical sequence and the public facilities required to serve the phase are installed, accepted, or financially secured in accordance with applicable law and City standards before recordation of a final plat or issuance of building permits for that phase.
- j. Nothing in this Section shall obligate the City to approve a phase, plat, permit, or certificate of occupancy that does not otherwise comply with applicable law, City Ordinances and Engineering standards, or this Agreement.
- k. City may require (as part of Phase approvals) that required public improvements, utilities, and public facilities needed to serve the Phase be constructed, accepted, or financially secured in accordance with City subdivision and public improvement standards before recordation of a Final Phase Plat and/or issuance of building permits for that Phase. Unless a phasing sequence is required in this executed development agreement, City shall accept and process Complete Land Use Applications consistent with Utah Code Ann. §10-20-902.
- l. Restrictive Covenants. Several Sub-Developers and contractors, in addition to the Developer may be designing and constructing Public Facilities and private improvements upon different Development Areas at the same time. The Parties recognize the importance of ensuring consistency and continuity in the Project as it develops. Therefore, Developer shall prepare and record applicable covenants, conditions and restrictions (“CC&Rs”), the Master Plan, and development guidelines for the Project or that Phase, establishing a mechanism (HOA or similar) for ownership and maintenance of private open space, private amenities, stormwater facilities not accepted by City, private roads (if any), and other private improvements. CC&Rs shall not conflict with City ordinances or this Agreement.
- m. Variance in Residential Planning Area Densities–~~Variance in Residential Planning Area Densities~~; Transfers of Units. The Parties acknowledge that the location of approved residential density may require some limited adjustment as engineering and market conditions evolve. Any proposed transfer of residential units or density between Residential Planning Areas, Development Areas, or phases shall be expressly identified in the applicable application and shall include an updated density accounting statement. No transfer of density, boundary adjustment, or change in intensity of use may be approved as an Administrative Amendment if the proposed change: (1) materially alters the approved proportion between Low Density Residential Product and High Density Residential Product; (2) materially advances or delays the phasing of High Density

Residential Product relative to Low Density Residential Product; (3) materially increases demands on traffic, drainage, utilities, fire flow, parks, schools, or other public facilities; (4) materially reduces open space, amenities, or required public improvements; or (5) otherwise constitutes a Substantial Amendment under this Agreement or Utah law. No density variance or transfer shall be deemed automatically approved. The City may approve a density transfer only if the City determines, in writing, that the proposed transfer: (A) does not increase the Maximum Residential Density approved for the Project; (B) remains consistent with the Master Plan as modified by any approved amendment; (C) does not violate the phasing and concurrency requirements of Section 8.9(g); (D) is supported by adequate public facilities and infrastructure; and (E) complies with applicable law and City ordinances. Each final plat seeking to use transferred density shall contain, in a conspicuous note approved by the City, the total Maximum Residential Density for the Project, the number of units proposed on the plat, the source and destination of any transferred density, and the balance of remaining units available after approval of the plat.”

- n. Phase Application Package. Each application for approval of a Phase, to the extent applicable to the Phase and unless waived in writing by the City because not relevant to the particular Phase, shall include: (i) a preliminary and/or final plat or site plan; (ii) engineered public improvement plans, profiles, and specifications; (iii) grading, drainage, stormwater, and erosion-control plans; (iv) water, sewer, storm drain, roadway, sidewalk, trail, and utility plans; (v) a fire flow and fire access analysis and any hydrant plan required by the applicable fire authority; (vi) geotechnical, soils, or drainage reports required by City ordinance, the City Engineer, or other applicable law; (vii) landscaping, open space, amenity, fencing, lighting, and sign plans; (viii) proposed CC&Rs, HOA or association documents, and maintenance provisions applicable to the Phase; (ix) easement documents, off-site improvement plans, and access approvals required to serve the Phase; (x) a phasing schedule identifying the public improvements to be completed or financially secured to serve the Phase; and (xi) such other application materials expressly required by City ordinance, City engineering standards, or this Agreement. A Phase application shall not be considered complete unless the materials required by this Section, to the extent applicable, have been submitted
- o. Retained Right to Appeal Adverse Land Use Decisions. Any decision by City which is adverse to the Developer, its successors and/or assigns, regarding a development application, subdivision plat or amendment, certificate of compliance, conditional use, variance, building permit or any other approval required from City may be appealed as provided in City’s Land Use Ordinance and applicable State law.

12. General Rights and Responsibilities of Developer.

- a. Right of Development and Assignment. Developer’s right to proceed with development under this Agreement is expressly conditioned on Developer obtaining all required City approvals and financial assurances. No right shall be deemed vested, and no standard shall be deemed fixed, solely by reason of (i) the execution of this Agreement or (ii) the submission of an application. Any vesting (if permitted and intended under this Agreement) shall occur only upon satisfaction of applicable conditions precedent,

which may include, as applicable to the phase or approval at issue: (a) City acceptance of the applicable application as a Complete Application, (b) issuance of the final discretionary approval for the applicable phase (e.g., final plat/site plan) in writing, (c) payment of applicable fees, and (d) completion of required public improvements for the applicable phase and City acceptance thereof, or the posting of financial security in a form and amount acceptable to the City when security is authorized in lieu of completion. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement provided that such assignees agree to be bound by the terms of this Agreement, including following the Master Plan, this Agreement and the City's Land Use Ordinances and Enoch City's engineering standards.

- b. Dedication of Public Facility Improvements. Except those facilities which are designated as private and approved by the City as such, Developer, its successors and/or assigns shall dedicate and convey all Public Facilities in the Project to the City at such time as those improvements are inspected by the City and accepted as complete in accordance with the terms herein, and subject to infrastructure warranties. Said dedication shall reserve for the benefit of Developer, its successors and/or assigns, all capacity in said Public Facility improvements that is necessary for the Project; provided, however, that the City may manage said Public Facilities so as to achieve operating efficiencies as the City may determine. This Subsection shall not apply to any upsizing of Public Facility improvements required, and paid for, by the City. If the City requires and pays for any upsizing of any Public Facility improvements, all additional capacity in excess of that required for the Project shall be dedicated and reserved for the benefit of the City. The Parties agree that upon completion of construction (as determined by the City's Engineer) and dedication of any Public Facility improvement to the City, the City will accept said dedications. City's acceptance of any dedication shall be in compliance with the City's Ordinances and engineering standards adopted at the time of submission of a final application by Developer (and may be conditioned upon receipt of as-built drawings, testing results, warranty/security, and other closeout documentation required by City standards) as well as infrastructure warranties as required by City Ordinances and this Agreement. Dedication and acceptance of public facilities shall be free of liens and encumbrances. Until acceptance, Developer shall be responsible for operation and maintenance of the improvements.
- c. Improvement Completion Assurance; Warranty; Inspections and Closeout. Before recordation of a final plat or issuance of building permits for a Phase, as applicable under City ordinance and Utah law, Developer shall complete or provide improvement completion assurance for the public improvements and Project Improvements required to serve that Phase, in a form and amount authorized by Utah law and City ordinance. If an off-site, upstream, or cross-phase improvement is required to serve a Phase, the required assurance shall include that improvement notwithstanding that the improvement is located outside the boundaries of the Phase then being platted or built. No public improvement shall be deemed accepted until inspected and accepted in writing by the City after submission of applicable test results, as-built drawings,

warranties, operation and maintenance information, and other closeout documentation required by City standards. Developer shall remain solely responsible for operation, maintenance, repair, and replacement of public improvements and Project Improvements until final written acceptance by the City. Developer shall provide warranty security for accepted public improvements in the amount and for the duration required by City ordinance and applicable law. The City may grant partial releases or phase-specific releases of improvement security in its reasonable discretion upon substantial completion of the applicable improvements, provided adequate security remains in place for unfinished work, corrective work, and warranty obligations.”

- d. **Development Access.** All roadways accessing or which are located within the Property as shown on the Master Plan in Exhibit “B” will be constructed by Developer, unless otherwise stipulated by City or mutually constructed by Developer and City. Except as specifically noted in the Master Plan, all roadways accessing or servicing the Development Property are intended to be public roadways, shall be constructed to City standards, and upon completion of construction shall be dedicated to the City, subject to approval and acceptance by the City. Upon dedication and acceptance, the City shall be responsible for the maintenance, repair, and replacement of all such roadways in accordance with the City’s standard practices and procedures for maintaining similar infrastructure throughout the City, subject to the use or applicability of any required warranty bond or other assurance in place. The Developer shall provide one fully developed and fully accessible access entrance to serve the Development from the commencement of development, which must be connected immediately and directly to Midvalley Road and aligning with the current Bulldog/Midvalley intersection which shall be a Minersville Highway, a principle arterial road for accessing the Development. Upon the construction of 80 residential structures, a second fully developed and fully accessible access entrance shall be available to serve the Development to the Minersville Highway or Midvalley Road, unless otherwise approved by the City. It will be Developer’s responsibility to secure, obtain, and dedicated sufficient rights-of-way to access the Development by extending all roads from the Development to a primary artery including Midvalley Road along Bulldog Road and Minersville Highway.

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13. General Rights and Responsibilities of City

- a. Reserved Legislative Powers. Nothing in this Agreement shall be construed to limit City’s authority to enact or amend land use regulations or to take other actions authorized by law, and City does not waive any such authority by entering into this Agreement. Any vesting or entitlement is only as provided under applicable Utah law and the express written approvals issued by City.
- b. Public Facility Costs. Developer, its successors and/or assigns shall bear the entire cost of designing, constructing, and installing the Public Facilities known as Project Improvements needed to service the Subject Property, as determined under City standards and applicable Land Use Approvals, including any required bonding or financial security required by City ordinance for subdivisions and public

improvements.

- c. Compliance with City Requirements and Standards. Except as provided herein, Developer acknowledges it shall comply with all applicable ordinances, resolutions, policies and procedures and construction guidelines of City necessary for approval of subdivision plats, site plans, conditional use permits, building permits, construction permits, grading permits, etc. for Development Activities conducted within the Subject Property in effect at the time the land use approval is sought, subject to vesting statutes for Complete Land Use Applications.
- d. Engineering Review and Coordination. All public improvements and Project Improvements, including water, sewer, stormwater, roads, utilities, drainage facilities, fire-flow infrastructure, off-site improvements required to serve the Project, and all engineering plans and specifications related thereto, shall be coordinated with and subject to review and written approval by the City Engineer and, where applicable, the City's Public Works Director throughout design, construction, testing, closeout, and dedication. City review or approval shall not relieve Developer, its engineer, contractors, or sub-developers from responsibility for design adequacy, code compliance, construction means and methods, or completion of the work in accordance with this Agreement and applicable law. The City Engineer is not the Developer's engineer, and Developer shall retain, at its expense, such licensed design professionals as are necessary for the Project.
- e. Public Financing Cooperation. City and Developer may, subject to applicable law, cooperate in exploring and pursuing the creation of public infrastructure districts (PIDs) or special assessment areas (SAAs) in connection with financing sewer infrastructure and other public facilities within the Sanitary Sewer Service [Swiss Master Development Plan](#) (the "Public Financing Cooperation"). Developer may submit requests and/or applications for City sponsorship or support in connection with such financing options; however, City makes no representation, warranty, or guarantee that (a) City will approve, sponsor, or participate in any PID, SAA, or other public financing, or (b) any application or financing proposal will be approved, accepted, issued, or successfully completed by any governmental entity, authority, or third party.

14. Specific Rights and Responsibilities of the Parties. The following Section will address and outline the specific rights and responsibilities of the Parties as to the construction and the perpetual operation and maintenance of various types of Public Facilities that will be located within or near the Subject Property for the benefit of the Project and its residents as well as members of the public at large in some instances.

a. Sanitary Sewer Service and Facilities

- i. The Subject Property will be served by the public sewer system and public culinary water supply which shall be constructed in accordance with City standards, subject to available capacity and applicable fees. All sewer lines located in the streets of the City subdivision will be public sewer lines. Such

lines may also convey wastewater from public and private lanes in the City limits. Developer shall design and construct all on-site and Project-related sewer and water improvements required to serve each Phase, consistent with City specifications and subject to City Engineer review and approval. If a lift station or other specialized facility is required to serve a Phase, Developer shall construct it at Developer's expense, and (unless City expressly accepts it in writing) the lift station shall be privately owned and maintained by Developer/HOA with an easement granted to City for access as needed to protect the public system. Upon dedication of the public infrastructure, the same shall be free of all liens and encumbrances.

b. Transportation and Roads

i. *Developer Obligations (Roads)*. Developer shall design, fund, construct, or improve all roads accessing to or located within the Subject Property and identified in the Master Plan in accordance with City standards and the approved Phase plans.

1. Dedication of Roads. Following completion of the construction of any roadway improvements shown in the Master Plan to City standards and satisfaction of closeout requirements, Developer and its successors and/or assigns shall dedicate public roads as reflected in the Master Plan to the City. Dedication may occur via the recording of a Final Plat for a subdivision, or via a separate road dedication plat, or by deed or public dedication, as the circumstances may require, free of liens and encumbrances, but only as agreed upon and accepted by the City.

ii. *City Obligations (Roads)*.

1. Acceptance of Dedication and Maintenance of Streets & Roads. City shall accept via dedication and maintain all public roads in the Project, so long as such streets are constructed to City's Specifications and Engineering Standards, and are dedicated without liens or encumbrances.

c. Fire Protection and EMS Services. Pinon Springs Estates Swiss Master Development Plan is located within the service area of the Cedar City Fire Department (CCFD) and Gold Cross Ambulance. Developer will work with CCFD to ensure that all necessary fire protection water lines, hydrants, sprinkler systems, detection systems and apparatuses are present and installed in compliance with the CCFD specifications and standards and the International Fire Code within the Subject Property at the time of constructing a residential phase.

d. Police Protection & Public Safety. Pinon Springs Estates Swiss Master Development Plan is located within the jurisdictional boundaries of the Enoch City Police Department and will receive service from said department.

- e. Electrical Power.
 - i. *Developer Obligations (Power).* Developer will work with Rocky Mountain Power or its assigns to design, and assist with construction, if necessary, of an electrical power transmission system to service the Subject Property.
 - ii. *City Obligations (Power).* City may, but is not obligated to, assist in obtaining easements or rights-of-way for public purposes if requested and if consistent with City policies and applicable law.
- f. Storm Water Drainage: Developer shall design and construct stormwater drainage, including pipe, inlet and outlet structures, manholes, and detention/retention basin. All stormwater facilities, including detention/retention facilities required for the Project shall be constructed in accordance with City engineering standards and shall be finished in a manner such that they are free of debris and weeds, and shall be landscaped appropriately in accordance with City Ordinances. Unless City expressly accepts said improvements in writing, stormwater detention/retention facilities shall be privately owned and maintained by Developer/HOA, with appropriate easements. City shall maintain public stormwater components that are within public streets (e.g., curb, gutter, inlets) only after acceptance of the related public improvements. Developer shall grant, and shall cause any applicable HOA or owners association to grant, easements reasonably acceptable to the City for access, inspection, emergency maintenance, and enforcement with respect to privately maintained stormwater facilities. The CC&Rs and association documents shall require the HOA or other responsible entity to inspect, maintain, repair, replace, and keep private stormwater facilities in safe and functional condition at all times. If the City determines that a privately maintained stormwater facility is not being properly maintained or poses a risk to public health, safety, property, or the public stormwater system, the City shall give written notice to the party responsible for maintenance describing the deficiency and providing a reasonable cure period, except in an emergency the City may act immediately. If the deficiency is not cured within the time stated in the notice, the City may enter the property, perform or contract for the necessary work, and recover its actual reasonable costs from the responsible party, including through assessment rights, reimbursement obligations, or lien rights to the fullest extent allowed by law and the governing documents. Nothing in this subsection obligates the City to accept any privately constructed stormwater facility for ownership or maintenance.
- g. Non-City Agency Review. If any aspect of a Development Application is governed by or requires approval, certification, permit, concurrence, or technical review from a non-City agency or utility provider, including UDOT, public utilities, the fire authority, environmental agencies, or any other governmental or quasi-governmental entity, Developer shall timely notify the City of such submittals and promptly provide the City copies of the submissions and resulting approvals, comments, and conditions. The City may condition final City approval on Developer's compliance with required non-City agency conditions. The City shall not be responsible for

delay caused by a non-City agency or utility provider. To the extent allowed by applicable ordinance, the City may grant a reasonable extension of any applicable project deadline where delay is caused primarily by a non-City agency and Developer is proceeding with reasonable diligence.

15. Term. The purpose of this Agreement is to ensure the planned and organized development of the Project through its full buildout. Accordingly, the term of this Agreement shall commence on the date this Agreement has been recorded in the Official Records on file in the Office of the Recorder of Iron County, State of Utah and shall continue for thirty (30) years, unless earlier terminated pursuant to Section 17, and shall automatically extend (without further action by the Parties) as reasonably necessary to allow completion of any Phase or public improvement obligations that are in progress and being pursued with reasonable diligence. City may require periodic status updates (no more than annually) regarding phasing and remaining obligations. The report shall identify, by Phase and by housing type, at a minimum: (i) final plats approved and recorded; (ii) residential lots and units approved; (iii) building permits issued; (iv) certificates of occupancy issued; (v) public improvements completed and accepted; (vi) public improvements under construction; (vii) public improvements covered by financial assurance; (viii) status of required off-site improvements; (ix) status of HOA or other association formation and maintenance obligations; and (x) demonstration of compliance with Section 11(h), including the then-current proportion between Low Density Residential Product and High Density Residential Product. City may review the report and Project progress at least once every twelve (12) months to determine compliance with this Agreement. City's failure to conduct an annual review shall not constitute a default or waiver by City. Failure by Developer to provide the annual report after written notice and reasonable opportunity to cure shall constitute a Default under this Agreement.

16. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Developer may convey portions of the Subject Property; however, no transferee shall be deemed substituted for Developer as to obligations applicable to the transferred property unless the transferee executes a written assumption agreement in a form acceptable to City, and City receives written notice of the transfer. Developer shall remain liable for obligations accrued prior to an approved assumption and for any obligations expressly stated to survive transfer, unless City expressly releases Developer in writing. Any HOA, sub-association, or other entity responsible for private roads, private utilities, stormwater facilities, detention or retention basins, open space, trails, parks, landscaping, private amenities, or other private improvements shall be bound by this Agreement and by any maintenance, repair, replacement, reimbursement, access, and enforcement obligations relating to such improvements, notwithstanding any transfer of property, completion of a Phase, or expiration or termination of this Agreement. Developer shall cause the CC&Rs, plats, and other governing documents to reflect and implement these continuing obligations.

17. Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a ninety (90) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; *provided, however,* that if the failure cannot reasonably be cured within ninety (90) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial ninety (90) day period and thereafter

diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to either: i) enforce the terms of this Agreement, or ii) terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

- a. Breach by Developer - In the event Developer, its successors or assigns violates the terms of this Agreement, City may:
 - i. Elect to consider terminating this Agreement due to a Default by Developer, in which case the City shall give to Developer notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting no earlier than fifteen business (15) days in advance of said notice. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The Parties may thereafter pursue any and all remedies at law or equity.
 - ii. Without declaring a Default hereunder or electing to seek an injunction, and after ninety (90) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such ninety (90) days and is continuing to use its reasonable best efforts to cure such violation), City may take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer.
 - iii. During any default by Developer, City may immediately withhold approval of subsequent plats or permits for the affected Phase until compliance is achieved, or draw upon any financial assurance posted for public improvements (if applicable). City shall not be liable for any direct or consequential damages during any such delay or for any financial assurance demand.
- b. Claims Against the City: Administrative Exhaustion; No Monetary Damages. Any claim by Developer that the City has improperly denied, conditioned, delayed, or failed to act upon a land use application, or has otherwise breached this Agreement in connection with a land use decision, shall be pursued first through the applicable administrative appeal process required by City ordinance and Utah law. All available administrative remedies shall be exhausted before Developer seeks judicial review or other court relief. Except to the extent a monetary remedy is expressly required by applicable law, the Parties agree that declaratory relief, injunctive relief, mandamus, or specific performance are the only intended remedies for a claim by Developer against

the City arising out of this Agreement, and Developer waives all claims for monetary damages against the City, including actual, future, speculative, incidental, economic, consequential, special, exemplary, or punitive damages. Nothing in this Agreement shall be construed to eliminate, shorten, or circumvent the City's administrative appeal process, judicial review standards, or any defense, immunity, or limitation available to the City under applicable law. City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Sections 63G-7-101 et seq. Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, notice requirement, or other protection available to City under the Governmental Immunity Act of Utah or other applicable law. All such defenses, immunities, limits, and protections are expressly reserved.

18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party for 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.

19. Notice and Filings. 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 in writing and delivered personally, sent by certified United States Mail, postage prepaid, or by a national express overnight delivery service, freight prepaid, if to:

If to City: ENOCH CITY
c/o Enoch City Recorder
900 E Midvalley Rd,
Cedar City, Utah 84721

If to Developer: [DGPBOOTS DEVELOPMENT LLC](#)
[104 E 600 S, #887](#)
[Heber 385 Michael Circle](#)
[Santa Clara, UT 8403284765](#)

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication given by personal delivery or overnight delivery shall be effective upon receipt and if given by mail shall be deemed delivered 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

20. Counterparts. This Agreement may be executed in two 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 signatures of all parties may be physically attached to a single document.

21. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

22. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement.

23. Time is of the Essence; Force Majeure. Except as otherwise provided in this Section, time is of the essence for this Agreement. If either party is delayed, hindered in, or prevented from the performance of any act required hereunder by reason or inability to procure materials, acts of God, failure of power, riots, insurrection, war or other reason of a like nature (other than labor disputes) not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such act will be excused for the period of delay and the time for the performance of any such act will be extended for a period equivalent to the period of such delay.

24. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, except as may be otherwise provided in this Agreement.

25. No Partnership or Third-Party Benefits. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

26. Entire Agreement. This Agreement, together with its exhibits and the ~~Pinion Springs Estates~~ Swiss Master Development Plan Master Plan and Plat shall constitute the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

27. Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Subject Property and the planned Project.

28. Good-Standing: Authority. The Parties warrant and represent as follows:

- a. Developer hereby represents and warrants to the City that: (i) Developer is a registered limited liability company in good standing with the State of Utah; (ii) the individual(s) executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.
- b. City hereby represents and warrants to Developer that: (i) the City is a Utah political subdivision of the State of Utah; (ii) the City has power and authority pursuant to enabling state legislation and City's Land Use Ordinances to enter into and be bound by this Agreement; (iii) the individual(s) executing this Agreement on behalf of the City are duly authorized and empowered to bind City; and (iv) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

29. Severability. If any provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, and the Agreement shall otherwise remain in full force and effect.

30. State and Federal Law; Invalidity. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with City ordinances, as well as state and federal law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes mandated by state or federal laws or regulations applicable to the Subject Property. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

31. Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of Utah, and venue for all actions brought hereunder or arising herefrom shall be instituted in the Fifth Judicial District Court, Iron County, Utah for all actions brought under this Agreement.

32. Continued Cooperation. By executing this Agreement, the Parties hereto expressly agree to continue to operate in good faith to effectuate its purpose, by giving all consents, executing all documents and providing input and assurances within a reasonable time period after said actions are requested of any Party.

33. Recordation. No later than 10 days after this Agreement has been executed by City and Developer, it shall be recorded in its entirety in the Official Records on file in the Office of the Recorder of Iron County, State of Utah.

34. Institution of Legal Action. After compliance with any required meet-and-confer or mediation provisions in this Agreement, either Party may pursue legal action to enforce this Agreement in the Fifth District Court in and for Iron County, Utah. Each party shall bear their own costs and attorney fees unless otherwise required by law.

35. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

(Signature Pages to Follow)

DATED effective the first date set forth above.

CITY:

ENOCH CITY

a political subdivision of the State of Utah

Attest:

Lindsay Hildebrand, City Recorder

STATE OF UTAH)
) ss:
COUNTY OF IRON)

____ and Lindsay Hildebrand, being first duly sworn, depose and say that they are the City Mayor and City Recorder of Enoch City, a Utah municipal corporation; that they have read the foregoing Development Agreement for ~~Pinion Springs Estates~~ [Swiss Master Development Plan](#) and know the contents thereof; and that they signed said document for its intended purpose under the authority given by the Enoch City Council.

NOTARY PUBLIC

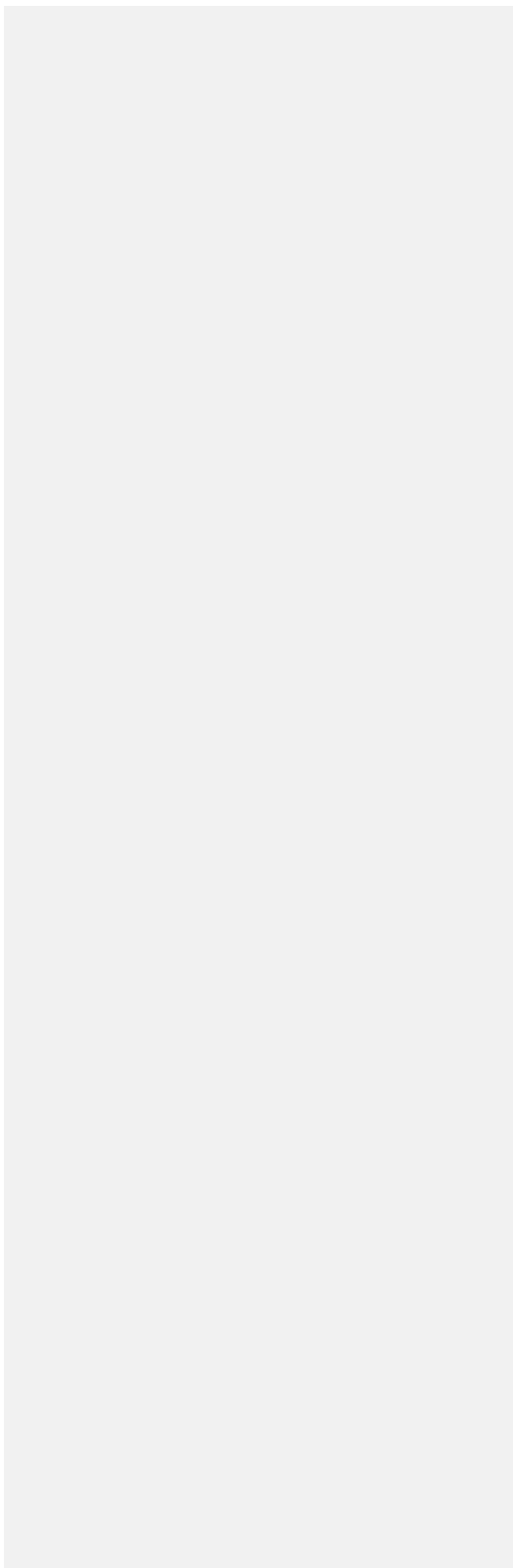


EXHIBIT "A"
(To Development Agreement for [Pinion Springs](#)
[Estates](#) [Swiss Master Development Plan](#))

Legal Description of Subject Property

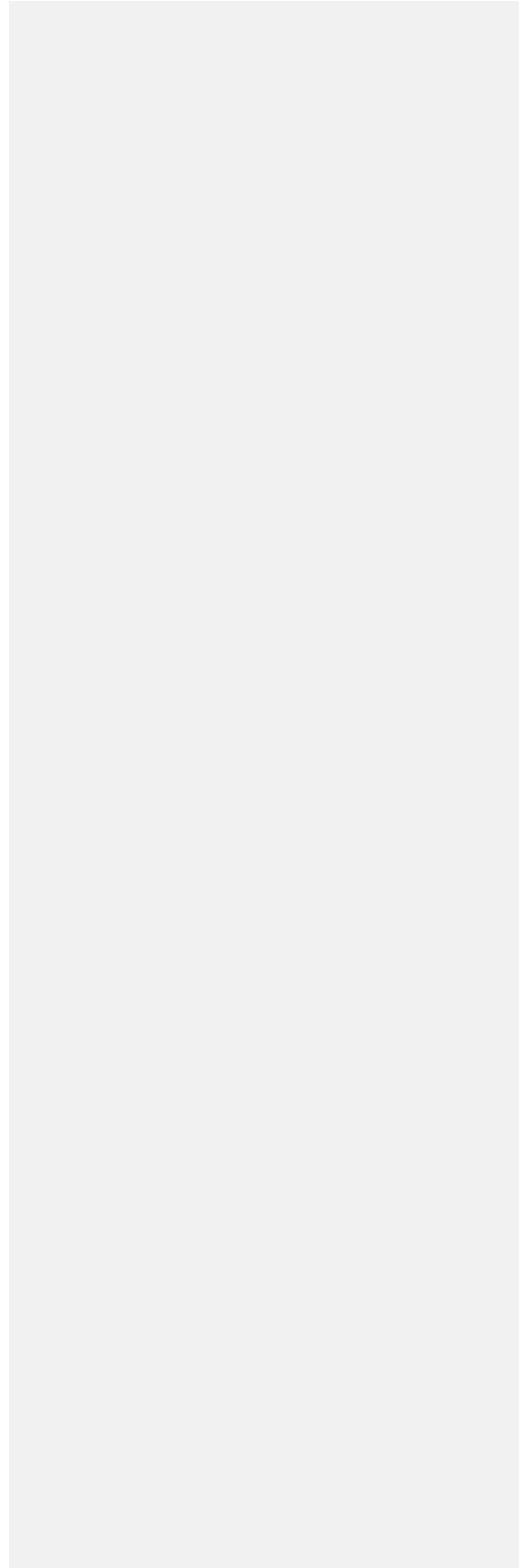


EXHIBIT "B"

(To Development Agreement for ~~Pinion Springs~~
~~Estates~~ Swiss Master Development Plan)

~~Pinion Springs Estates~~ Swiss Master Development
Applicable Plan

