

**NOTICE OF REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Hall located at 61 South Main Street, St. George, Utah, on Thursday, May 28, 2026, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

1. **Mayor's recognitions, proclamations, and updates.**
2. **Consent Calendar.**
  - a. **Consider approval to ratify a Cooperation Agreement with UDOT on the I-15 Widening Project for improvements at 700 South.**

**BACKGROUND and RECOMMENDATION:** Included in the UDOT I-15 Widening Project is the reconstruction of the 700 South underpass structure. Some of the existing curbing will be removed to accommodate the structure widening. While UDOT has acknowledged that the curbing being removed will be replaced, it would be better to reinstall the new curbing to the location that would allow 700 South to be widened for the center turn lane under the bridge. In order to match the new curb, additional widening of the local roadway is required. The cost of the additional widening of the roadway would be the responsibility of the City. This agreement estimates the cost of the additional widening improvements at \$166,357.75.

- b. **Consider approval of a reimbursement agreement with Suncore for a trail and sidewalk within the Viviano subdivision.**

**BACKGROUND and RECOMMENDATION:** This item is for a new trail located on the easterly edge of Viviano running north and south from 1140 South to the Paseo subdivision. The remaining portion of trail to Merrill Road (to the north) has already been executed with the Paseo development. The contractor, Suncore, who is currently constructing the Viviano subdivision, would construct the new trail. The city would reimburse the contractor for an amount of \$121,782.

- c. **Consider approval of a reimbursement agreement with Quality Excavation for asphalt pavement and roadbase.**

**BACKGROUND and RECOMMENDATION:** This item is to increase the pavement and roadbase thickness on both Movie Rock Drive and the Trails Parkway. The developer is required to install the roadway at the minimum pavement and roadbase thicknesses outline in our city standards. The city approved the construction drawings prior to the update of the city standards. The agreement covers the cost to increase the pavement section to the needed thickness. The cost of the reimbursement agreement is \$118,860.

**d. Consider approval for Real Property Exchange between the City of St. George and CDHC II LLC.**

**BACKGROUND and RECOMMENDATION:** This property exchange will allow the City to widen the sidewalk along 1450 East and will complete the trail connection between the existing Rim Rock Trail, Virgin River Trail and trail along Rim Rock Wash through Intermountain's campus. Staff recommends approval.

**3. Public hearing and consideration of Ordinance No. 2026-040 vacating a portion of a municipal utility easement located along the easterly lot line of Lot 1 of Desert Color Commercial Phase 1.**

**BACKGROUND and RECOMMENDATION:** The subdivision plat for Desert Color Commercial Phase 1 was recorded in 2022. Subsequently, Crush Golf was constructed on Lot 1; however, the entire lot was not developed. A narrow strip of land along the north and east boundaries of Lot 1 remains undeveloped. The proposed easement vacation will help eliminate unnecessary encumbrances and create a cleaner, more cohesive development pattern in this area. The Joint Utilities Commission recommended approval.

**4. Public hearing and consideration of Ordinance No. 2026-041 vacating of a municipal utility easement located within the common and limited common area of South Desert Planned Development Phase 1 Subdivision.**

**BACKGROUND and RECOMMENDATION:** The subdivision plat identifies Lots 102 thru 112 as building pads surrounded by common and limited common areas. During construction, it was determined that the home designs exceed the buildable pad areas shown on the recorded subdivision plat. The developer is proposing to amend the subdivision plat to reflect the actual building footprints. By vacating the adjoining municipal utility easements located within the common and limited common areas, and through the proposed plat amendment, the building pads for Lots 102 thru 112 will be expanded to accommodate the home designs. The Joint Utilities Commission recommended approval.

**5. Consider approval of Resolution No. 2026-007R tentatively adopting the FY 2026-27 City Manager Recommended Budget of the City of St. George and setting the public hearing dates.**

**BACKGROUND and RECOMMENDATION:** State law requires the recommended budget to be tentatively adopted and the public hearing dates to be set during a regular or special City Council meeting prior to considering adoption of the final budget in June. The final budget is required to be adopted before June 30th each fiscal year. The FY 2026-2027 City Manager Recommended Budget was presented to the City Council and made publicly available during the Thursday May 7, 2026 City Council Meeting. A copy of the FY 2027 budget is available on the city's website at [www.sgcityutah.gov/citybudget](http://www.sgcityutah.gov/citybudget) and through the City Recorder's Office. Tonight's item is to consider tentatively adopting the FY 2027 budget and to set the dates for this year's public hearings on the FY 2027 budget as Thursday June 4, 2026 and Thursday June 18, 2026 during the regularly scheduled City Council Meetings. Adoption of the Final FY 2027 budget is planned for Thursday June 18, 2026 following the public hearing. Staff recommends approval.

6. **Consideration of Resolution No. 2026-008R to either accept or deny a Petition for Annexation for approximately 2.277 acres located at approximately 3430 East 3930 South.**

BACKGROUND and RECOMMENDATION: The property proposed for annexation is located at approximately 3430 East 3930 South and is identified as Tax ID No. 6615-A. This resolution is an initial step in the annexation process. If accepted, the City will proceed with the required statutory steps for review and consideration of the proposed annexation under Utah law.

7. **Consider approval of Ordinance No. 2026-042 amending the City's General Plan by changing the general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 2.2 acres generally located west of the Tuscan Hills and Tuscan Heights development. (Case No. 2026-GPA-005 - Larson Property)**

BACKGROUND and RECOMMENDATION: The General Plan on the subject property calls for LDR (Low Density Residential), LDR, OS (Open Space), and SL (Sensitive Land) are prevalent in the area. With some of the changes anticipated in the area, the applicant is asking for a change of general plan designation from LDR (Low Density Residential) to COM (Commercial) on 2.2 acres of their property. At their meeting held on April 28, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 6-0; there were two public comments with concerns about the potential commercial uses at the site.

8. **Consider approval of Ordinance No. 2026-043 amending the Atkinville Interchange Area Zone Planned Development Commercial zone on approximately 3.04 acres generally located east of Pioneer Road and north of Sun River Parkway. (Case No. 2026-PDA-010 - Irvine Mixed Commercial Use)**

BACKGROUND and RECOMMENDATION: The proposal is for a new, three story mixed commercial use building. The underlying general plan is PD (Planned Development). At their meeting held on April 28, 2026, the Planning Commission held a public hearing, and recommended approval with two conditions, with a vote of 6-0; there were no public comments.


9. **Consider approval of Ordinance No. 2026-044 amending the Desert Color Planned Development Commercial zone on approximately 0.75 acres located east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive. (Case No. 2026-PDA-011 - Taco Bell Desert Color)**

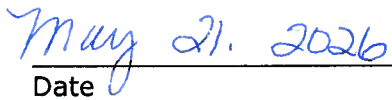
BACKGROUND and RECOMMENDATION: The proposal is for a fast food restaurant (Taco Bell) in the Desert Color PD-C (Planned Development Commercial) zone. At their meeting held on May 12, 2026, the Planning Commission held a public hearing and recommend approval with two conditions, with a vote of 5-0; there were no public comments.

10. **Consider approval of Ordinance No. 2026-045 amending the City Zoning Map by changing the zone from PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 sq ft lot minimum) to R-1 (Single-Family) on approximately 101.61 acres generally located north of South Desert Townhomes and the current end of Hamilton Drive. (Case No. 2026-ZC-007 - Southern Hills East Areas 5-9)**

BACKGROUND and RECOMMENDATION: The underlying general plan is MDR (Medium Density Residential) 5-9 DUA (Dwelling Units per Acre). At their meeting held on April 28, 2026, the Planning Commission held a public hearing recommending approval with no conditions, by a unanimous vote of 6-0. No public comments were received.

11. **Appointments to Boards and Commissions of the City.**
12. **Reports from Mayor, Councilmembers, and City Manager.**
13. **Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**

  
Christina Fernandez, City Recorder

  
Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.



**Agenda Date:** 05/28/2026

**Agenda Item Number:** 2a

**Subject:**

Consider approval to ratify a Cooperation Agreement with UDOT on the I-15 Widening Project for improvements at 700 South.

**Item at-a-glance:**

Staff Contact: Cameron Cutler

Applicant Name: Public Works/Engineering

Reference Number: N/A

Address/Location:

700 S I-15

**Item History (background/project status/public process):**

UDOT requires all agreements to be obtained prior to advertising their projects. Due to UDOT's schedule to start the advertisement of the I-15 Widening Project, it was requested that the City expedite the signed agreement as soon as possible. As such, this agreement was reviewed and signed by the City. This item is to ratify the agreement already provided to UDOT for widening improvements specifically on 700 South under the I-15 structure.

**Staff Narrative (need/purpose):**

Included in the UDOT I-15 Widening Project is the reconstruction of the 700 South underpass structure. Some of the existing curbing will be removed to accommodate the structure widening. While UDOT has acknowledged that the curbing being removed will be replaced, it would be better to reinstall the new curbing to the location that would allow 700 South to be widened for the center turn lane under the bridge. In order to match the new curb, additional widening of the local roadway is required. The cost of the additional widening of the roadway would be the responsibility of the City. This agreement estimates the cost of the additional widening improvements at \$166,357.75.

**Name of Legal Dept approver:** Alicia Carlton

**Budget Impact:**

Cost for the agenda item: \$166,357.75

Amount approved in current FY budget for item: This amount is able to be absorbed in the upcoming FY27 budget.

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

The source of the funds will be from the Transportation Improvement Fund (transportation sales tax).

Description of funding source:

TIF

**Recommendation (Include any conditions):**

Staff recommends approval.

**Attachments**



<b>Cooperative Agreement Between UDOT and <u>City of St. George</u> Local Government</b>	Project Description: I-15; Widening From Exit 6 to Exit 8  Agency: City of St. George	Lump Sum Cost  \$166,357.75
PIN: 18218  FINET/CID: 56638	Project Number: F-I15-1(136)6  Project Name: I-15; Widening From Exit 6 to Exit 8	Agreement Number  Date Executed

**THIS AGREEMENT** is made and entered into as of April 29, 2026 (“Effective Date”) by and between the **Utah Department of Transportation**, (“UDOT”), and City of St. George (“**Local Government**”), (collectively, the “Parties”).

**RECITALS**

- A. UDOT has the authority to enter into cooperative agreements with counties, cities, towns and state agencies. Utah Code § 72-1-208.
- B. UDOT is progressing the design for I-15 Widening, Exits 6-8 (“Project”).
- C. At the Local Government’s expense, the Local Government has requested that certain work be performed, specifically widen 700 South to the south side of the roadway for a continuous five-lane section underneath the I-15 bridge structure (“License Area”), including removal of existing concrete curb and sidewalk, new curb and sidewalk, pavement widening, and drainage improvements (the “Work”), as depicted in **Exhibit A** (attached hereto and incorporated herein). The Local Government has also requested irrigation sleeves in 900 S and 400 E for future use.
- D. UDOT is willing and able to perform the Work as part of the Project, subject to the terms and conditions below.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for the terms set forth below and other good and valuable consideration, which the Parties agree is sufficient, the Parties agree as follows

- 1. **Description of Work.** UDOT agrees to include in its Project the following Work:

List or Description of Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
	<b>Separation Geotextile</b>	<b>794 SY</b>	<b>\$1.90</b>	<b>\$1,508.60</b>
	<b>Remove Concrete Sidewalk</b>	<b>151 SY</b>	<b>\$12.75</b>	<b>\$1,925.25</b>



	<b><i>Remove Concrete Curb and Gutter</i></b>	<b>423 FT</b>	<b>\$8.50</b>	<b>\$3,595.50</b>
	<b><i>Remove Pavement Message</i></b>	<b>4162 FT</b>	<b>\$1.50</b>	<b>\$6,243.00</b>
	<b><i>Remove Pavement Message</i></b>	<b>1 EA</b>	<b>\$165.00</b>	<b>\$165.00</b>
	<b><i>Roadway Excavation (Plan Quantity)</i></b>	<b>1446 CY</b>	<b>\$13.00</b>	<b>\$18,798.00</b>
	<b><i>Untreated Base Course (Plan Quantity)</i></b>	<b>177 CY</b>	<b>\$42.40</b>	<b>\$7,504.80</b>
	<b><i>HMHMA – ½ Inch</i></b>	<b>181 Ton</b>	<b>\$120.50</b>	<b>\$21,810.50</b>
	<b><i>Emulsified Asphalt (Tack)</i></b>	<b>0.1 Ton</b>	<b>\$873.00</b>	<b>\$87.30</b>
	<b><i>Concrete Sidewalk</i></b>	<b>1358 SF</b>	<b>\$9.60</b>	<b>\$13,036.80</b>
	<b><i>Concrete Curb and Gutter Type HB30-7</i></b>	<b>423 FT</b>	<b>\$40.00</b>	<b>\$16,920.00</b>
	<b><i>Pavement Marking Paint</i></b>	<b>35 Gal</b>	<b>\$75.00</b>	<b>\$2,625.00</b>
	<b><i>Pavement Message Paint</i></b>	<b>2 EA</b>	<b>\$120.00</b>	<b>\$240.00</b>
	<b><i>Reconstruct Catch Basin – Raise</i></b>	<b>1 EA</b>	<b>\$4,500.00</b>	<b>\$4,500.00</b>
	<b><i>Drainage Pipe – 30 Inch Smooth, Leak-Resistant</i></b>	<b>14 FT</b>	<b>\$217.00</b>	<b>\$3,038.00</b>
	<b><i>Double Catch Basin – CB 8 Modified</i></b>	<b>1 EA</b>	<b>\$9,700.00</b>	<b>\$9,700.00</b>
	<b><i>Rectangular Solid Cover and Frame</i></b>	<b>1 EA</b>	<b>\$2,200.00</b>	<b>\$2,200.00</b>
	<b><i>Reconstruct Manhole</i></b>	<b>3 EA</b>	<b>\$1,500.00</b>	<b>\$4,500.00</b>
	<b><i>Relocate Water Meter</i></b>	<b>1 EA</b>	<b>\$5,700.00</b>	<b>\$5,700.00</b>
	<b><i>Irrigation Sleeve (400 E)</i></b>	<b>1203 FT</b>	<b>\$20.00</b>	<b>\$24,060.00</b>
	<b><i>Irrigation Sleeve (900 S)</i></b>	<b>910 FT</b>	<b>\$20.00</b>	<b>\$18,200.00</b>
	<b>Maximum Total Cost</b>			<b>\$166,357.75</b>

2. **Costs.** The Local Government agrees to reimburse UDOT for the actual costs associated with the Work described in Paragraph 1, based on unit bid prices, and actual quantities placed, unless the Parties agree in Paragraph 1 to a lump sum payment. If a lump sum payment is specified, UDOT will not pay for any additional costs beyond the lump sum payment amount. UDOT recognizes that the costs shown in Paragraph 1 are estimates unless this Agreement specifies they are a lump sum payment. If the actual costs exceed the agreed maximum total cost, UDOT will immediately notify the Local Government, and the Local Government can determine whether to reduce the scope of Work or continue with the Work at the increased cost.
  
3. **License.** Subject to the terms of this Agreement, the Local Government issues to UDOT and its agents, employees, consultants, contractors, subcontractors, guests, and invitees, without



warranty, a license and permission to enter the License Area for the limited purpose of performing the Work during the Term of the Agreement. UDOT shall use its best and most diligent efforts to minimize any inconvenience or disturbance to all users of the License Area. This Agreement does not convey any interest in real property.

4. **Performance of Work.** UDOT or its contractor will perform the Work in accordance with the description of Work set forth in Paragraph 1, and applicable law.
5. **Change in Scope and Schedule.** Any modification to this Agreement must be approved by the Parties in writing prior to the start of any changes or additions to the Work.
6. **Payment.** The Local Government agrees that if it modifies or terminates this Agreement at any time after the Effective Date, the Local Government agrees to pay for all Work performed prior to the modification or termination and any cancellation penalties or costs incurred by UDOT as a result of the scope of work being modified or cancelled. Payments to UDOT will be processed within 45 days.
7. **Maintenance.** Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code § 72-3-109 and applicable rules.
8. **Liability.** UDOT and the Local Government are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other party from all damages, claims, suits, costs, attorneys fees and actions arising from or related to its wrongful or negligent actions or omissions or those of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts and other terms set forth in the Governmental Immunity Act. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
9. **Term.** This Agreement shall remain in effect until the completion of the Work and UDOT's final acceptance of the Work, unless otherwise terminated as set forth in Paragraph 9.
10. **Termination.** This Agreement may be terminated as follows:
  - a. By mutual agreement of the parties, in writing;
  - b. By either UDOT or the Local Government for the other party's material default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the performing party. Thirty (30) days' written notice of intent to terminate is required and shall specify the reasons for termination. The Agreement will not terminate if the party receiving the notice commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such time period, then the non-breaching party may send a notice of termination and this Agreement will terminate immediately upon delivery of such notice. If the Local Government terminates the Agreement, the Local Government shall be responsible for all the costs that UDOT incurs prior to the termination, less any costs directly attributable to a default by UDOT; or
  - c. By UDOT for the convenience of UDOT upon delivery of a written notice to the Local Government, and UDOT will be responsible for the reasonable costs that the Local Government incurs in connection with a termination of the Work before receiving notice of the termination of the Agreement.



11. **General Terms.** The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT Region 4 210 West 800 South Richfield, UT 84701 Attention: Brett Anderson (Project Manager)</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 148455 Salt Lake City, UT 84114</p>	<p>To City of St. George:</p> <p>City of St. George 61 South Main St. George, UT 84770 Attention: Cameron Cutler (Public Works Direction)</p>
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- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.
- c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.
- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this



Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

**IN WITNESS WHEREOF**, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

City of St. George				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				UDOT Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller's Office			

8/27/2025 p:\horrocks-pw-bentley\horrocks-pw-01\Documents\Projects\2024\UT-6845-24 1:15 Widening from MP 6-9 and Ext. 7\18218\Design\Working\LIB\18218\_7005\_ConceptLE.khbit\dgn

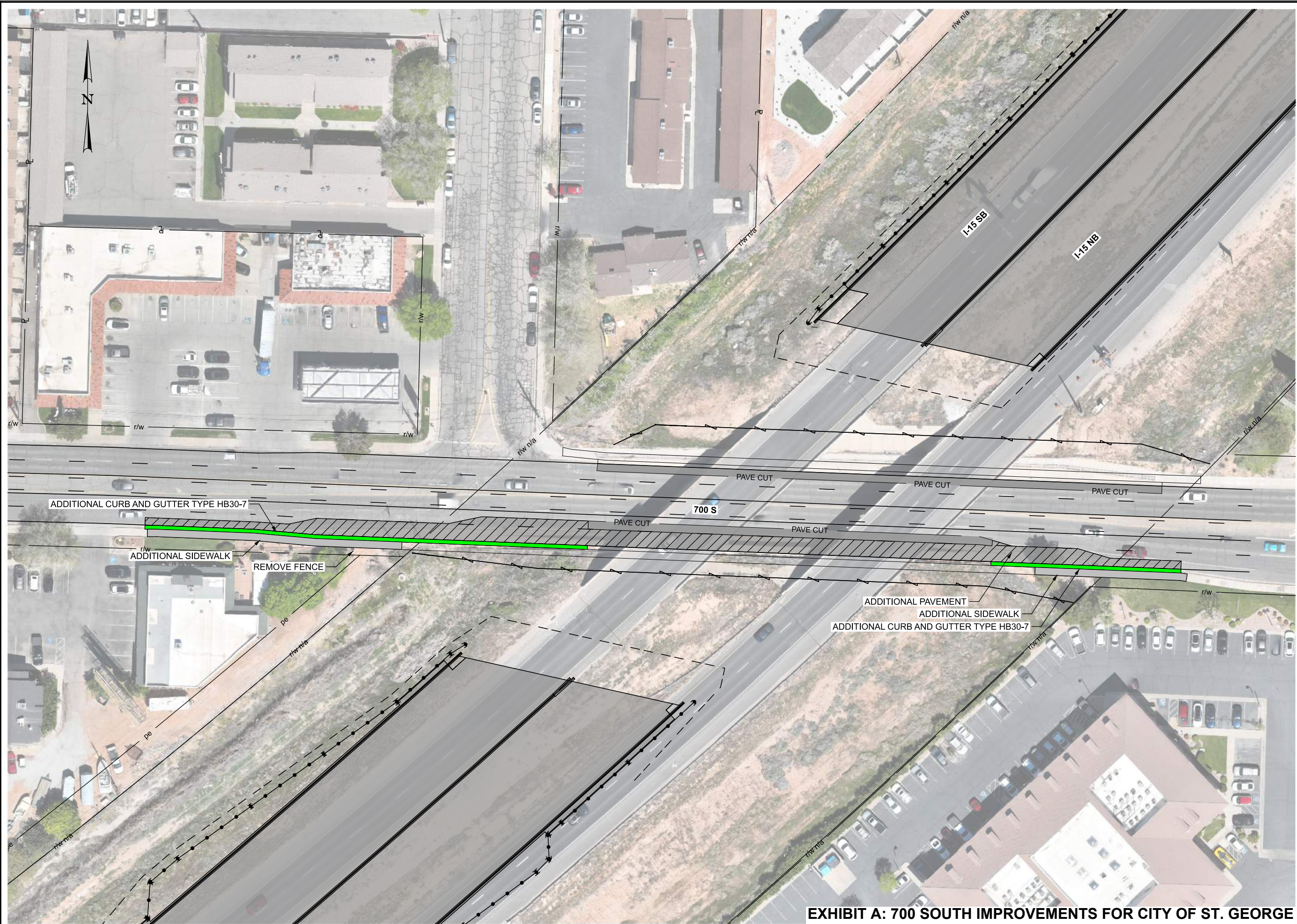


EXHIBIT A: 700 SOUTH IMPROVEMENTS FOR CITY OF ST. GEORGE

PROJECT		I-15; WIDENING FROM EXIT 6 TO EXIT 8	
PROJECT NUMBER		WIDEN EXISTING FACILITY	
F-115-1(136)6		PIN	18218
700 SOUTH EXHIBIT			
APPROVED		PROFESSIONAL ENGINEER	DATE
UTAH DEPARTMENT OF TRANSPORTATION		AVENUE CONSULTANTS	MM/DD/YY
		DRAWN BY	QC
		CHECKED BY	DATE
REVISIONS		NO.	DATE
		APPROVED BY	REMARKS

SHEET NO. EXHIBIT A



**Agenda Date:** 05/28/2026

**Agenda Item Number:** 2b

**Subject:**

Consider approval of a reimbursement agreement with Suncore for a trail and sidewalk within the Viviano subdivision.

**Item at-a-glance:**

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Between 1140 S and Merrill Rd

**Item History (background/project status/public process):**

This item is for a new trail located on the easterly edge of Viviano running north and south from 1140 South to the Paseo subdivision. The remaining portion of trail to Merrill Road (to the north) has already been executed with the Paseo development. The contractor, Suncore, who is currently constructing the Viviano subdivision, would construct the new trail. The city would reimburse the contractor for an amount of \$121,782.

**Staff Narrative (need/purpose):**

This trail was part of a commitment to our neighboring city for the purpose of connecting pedestrians (and elementary students) to Merrill Rd and Riverside Elementary.

**Name of Legal Dept approver:** Alicia Carlton

**Budget Impact:**

Cost for the agenda item: \$121,782

Amount approved in current FY budget for item: \$290,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

Park Impact Funds

**Recommendation (Include any conditions):**

Staff recommends approval.

**Attachments**



**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT  
FOR VIVIANO AT RED CLIFFS TRAIL AND CHURCH SIDEWALK WITH SUNCORE CONSTRUCTION &  
MATERIALS, INC**  
*(Contractor Construct-City Reimburse Contractor)*

THIS AGREEMENT is entered into this \_\_\_\_\_ by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Suncore Construction & Materials, Inc., a Utah Corporation, ("Contractor"). City and Contractor are herein collectively referred to as the "Parties."

**RECITALS**

WHEREAS, Contractor is constructing public improvements in conjunction with development of property at 1140 South Street and Nez Perce Lane ("Viviano at Red Cliffs"), St. George, Utah on Nez Perce Lane and City platted right-of-way ("Improvements"); and

WHEREAS, Viviano at Red Cliffs is adjacent to the public improvements to be constructed in conjunction with the development, whether within City right-of-way or otherwise required by City as conditions of development, are collectively referred to herein as the "Improvements" ; and

WHEREAS, the approved development plans include the ten foot (10') wide trail as part of the Improvements. City desires to complete a five foot (5') sidewalk along the existing church property on Nez Perce Lane to connect the sidewalk from the development to 1140 South Street; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT.** Contractor shall construct Improvements for the trail as shown in Exhibit A and sidewalk improvements along Nez Perce Lane adjacent to the existing church in accordance with the City of St. George Standard Specifications for Design and Construction. City agrees to pay for the trail improvements from 1140 South Street to the north end of the Viviano at Red Cliffs development and sidewalk along Nez Perce Lane.

2. **REIMBURSEMENT**. City will participate in the cost to install Improvements per Exhibit B. Upon completion of the Project to City's satisfaction, Contractor shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Contractor regarding the actual costs and management of the Project, and Contractor shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Contractor in the amount of One hundred twenty-one thousand seven hundred eight-two and zero cents (\$121,782.00). The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.
3. **REPRESENTATIVES**. The representative for the City for this Project will be Catherine Hasfurther, Engineering Manager. The representative for Contractor will be John Henderson, Suncore.
4. **EXHIBITS**. All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS**. All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Contractor to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS**. Contractor expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Contractor from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.
7. **INTEGRATION**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS**. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Contractor shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Contractor or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Contractor prompt written notice. Contractor agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Contractor agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Contractor. Said attorney fees shall be reasonable and subject to review by Contractor. Contractor shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.
  
10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City’s governmental immunity as set forth in applicable statutory and case law.
  
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
  
12. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys’ fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise.
  
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

<p>CITY:           City of St. George</p> <p>                    61 S. Main St.</p> <p>                    St. George, Utah 84770</p> <p>Attention:   City Attorney’s Office</p>	<p>CONTRACTOR: Suncore Construction &amp; Materials, Inc.</p> <p>3781 S River Road</p> <p>St. George, UT 84790</p> <p>Attention:   Clint Foster</p>
--	---

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

14. **SUCCESSORS AND ASSIGNS.** Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. 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.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

CITY: CITY OF ST. GEORGE

OWNER: Suncore Construction & Materials, Inc.

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Clint Foster, Area Manager

Attest:

Approved as to form:  
City Attorney's Office

---

Christina Fernandez, City Recorder

---

Alicia Galvany Carlton, Assistant City Attorney

**811**  
 CALL BLUESMILES  
 @ 811 AT LEAST 48 HOURS  
 PRIOR TO THE START OF ANY  
 CONSTRUCTION  
 Know what's below.  
 Call before you dig.

NORTH 14 CORNER SECTION 34  
 TOWNSHIP 21N RANGE 10E  
 SALT LAKE BASIN AND MERIDIAN  
 ELEV = 2888.77'

DETAILED LOCATIONS OF TORSION IN THE LANDSCAPED  
 AREAS ALONG BOTH SIDES OF THE CITY TRAIL WHERE  
 POSSIBLE.

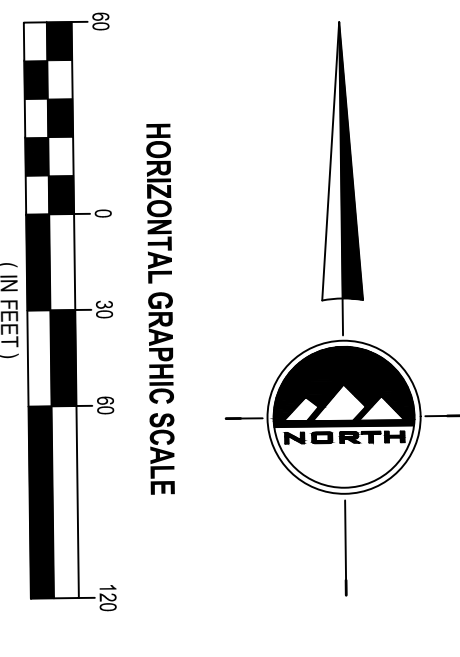
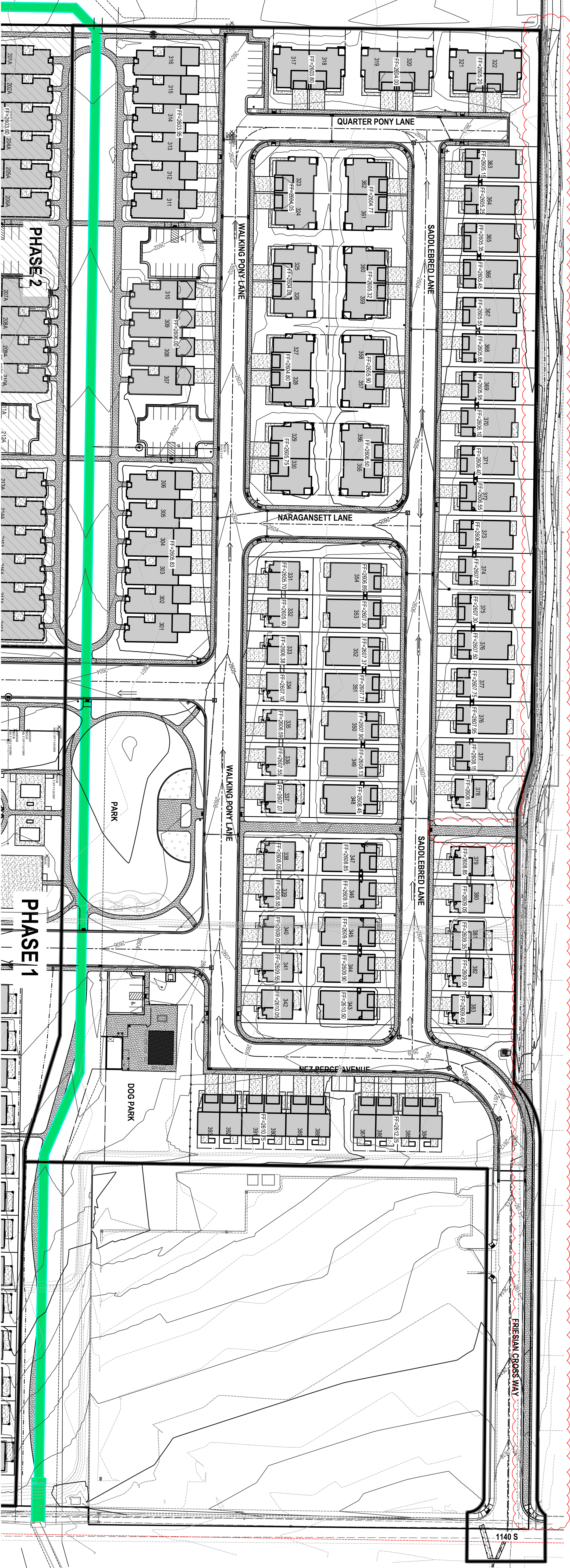
- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH ST. GEORGE CITY STANDARDS AND SPECIFICATIONS.
  2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
  3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY  
 OF SIGNIFICANT DEPTH LINES AND GEOTECHNICAL AND STRONGMAN OF SUBSIDIARY MATERIALS  
 AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
  4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
  5. ELEVATIONS HAVE BEEN TRIMMED FOR CLARITY. XXXX REPRESENTS AN ELEVATION OF 28XX.XX ON  
 THESE PLANS.
  6. LANDSCAPED AREAS REQUIRE SURFGRASS TO BE MAINTAINED AT A SPECIFIC ELEVATION BEFORE FINISHED  
 GRASS IS APPLIED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PREPARATION AND MAINTENANCE OF  
 ADDITIONAL INFORMATION.
  7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR  
 STORM DRAIN INLETS.
  8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS  
 BASED UPON RECORDED INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS  
 MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR  
 COMPLETENESS OF THE INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND  
 DEPTH OF ALL UTILITIES BEFORE ANY CONSTRUCTION. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE  
 FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN  
 THE FIELD SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE CONTRACT PRICE.  
 CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY  
 CONSTRUCTION. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER  
 PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
  9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER ST. GEORGE CITY STANDARD PLANS AND  
 SPECIFICATIONS.
  10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS.  
 NOTIFY ENGINEER'S MINIMUM COVER CANNOT BE AT RISK.
  11. ALL FACILITIES WITH DOWNSPOUT/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE  
 PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE  
 MINIMUM 1% SLOPE.
  12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING  
 AGENCIES'S STANDARDS AND SPECIFICATIONS.
  13. NOTIFY ENGINEER OF ANY OBSTRUCTIONS IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT  
 OR STORM DRAIN STRUCTURES OR PIPES.
  14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC.  
 UNLESS OTHERWISE NOTED ON THESE PLANS.

**LEGEND**

100' YEAR FLOOD OVERLAND ROUTE

DATA TABLE		
DESCRIPTION	PERMITS QUANTITY	PLUMBING QUANTITY
CHINA INLET	0 EA	31 EA
SDCO	0 EA	4 EA
YARD DRAIN	35 EA	0 EA
30" SD-PPE	170 LF	0 LF
24" SD-PPE	0 LF	14 LF
18" SD-PPE	0 LF	316 LF
12" SD-PPE	80 LF	0 LF
6" SD-PPE	421 LF	0 LF
4" SD-PPE	1163 LF	0 LF
1" SD-PPE	134 LF	0 LF

NOTE: THESE QUANTITIES ARE FOR REFERENCE ONLY.  
 CONTRACTOR TO VERIFY ALL QUANTITIES.



**ACCEPTANCE OF  
 INFRASTRUCTURE IMPROVEMENT PLANS**  
 City of St. George  
 Resolutions to plans accepted for construction on 12/31/2024  
 The City of St. George accepts these plans for construction, as  
 being in general compliance with the city plan preparation,  
 requirements. Responsibility for the completeness and accuracy  
 of the plans and related designs resides with the professional  
 engineer who has used his or her seal on these plans.  
 By: *[Signature]*  
 Date: 02/25/2026  
 PLANNING & ZONING: N/A  
 JUC - UTILITY DESIGN: N/A

Accepted revisions to the city trail along the east side of Viviano  
 Phase 3. These sheets replaces sheets C-300, C-301, C-302, &  
 C-303. Note the conditions on sheet C-301 regarding locations of  
 irrigation and power meters.

**ENSIGN**  
 THE STANDARD IN ENGINEERING  
**CEDAR CITY**  
 88 E. Fiddlers Canyon Road  
 Suite 210  
 Cedar City, UT 84720  
 Phone: 435.665.1453

**SALT LAKE CITY**  
 Phone: 801.255.0529

**TOOELE**  
 Phone: 435.943.3590

**LAYTON**  
 Phone: 801.547.1100

**RICHFIELD**  
 Phone: 435.866.2933

**WWW.ENSIGNENG.COM**

PROPERTY RESERVE, INC.  
 51 S. Main St., Suite 301  
 SALT LAKE CITY, UT 84111  
 CONTACT:  
 Taylor Spindler  
 PHONE: 801.541.8701

**VIVIANO AT RED CLIFFS  
 PHASE 3**  
 3000 EAST 1140 SOUTH  
 ST GEORGE, UTAH

**OVERALL GRADING PLAN**  
 PROJECT NUMBER: 11303  
 DRAWN BY: BJA  
 CHECKED BY: JN  
 PROJECT NUMBER: C-300

NO. DATE  
 1 3/2025  
 2 10/1/2025  
 3 02/25/2026

DESIGNER: R91384/BLANK/BLANK  
 OFFSET/REVISION: BLANK  
 TITLE: OVERALL GRADING PLAN

REGISTERED PROFESSIONAL ENGINEER  
 REG. NO. 903300010000  
 REG. STATE OF UTAH  
 CURTIS L. NIELSEN  
 2/25/26

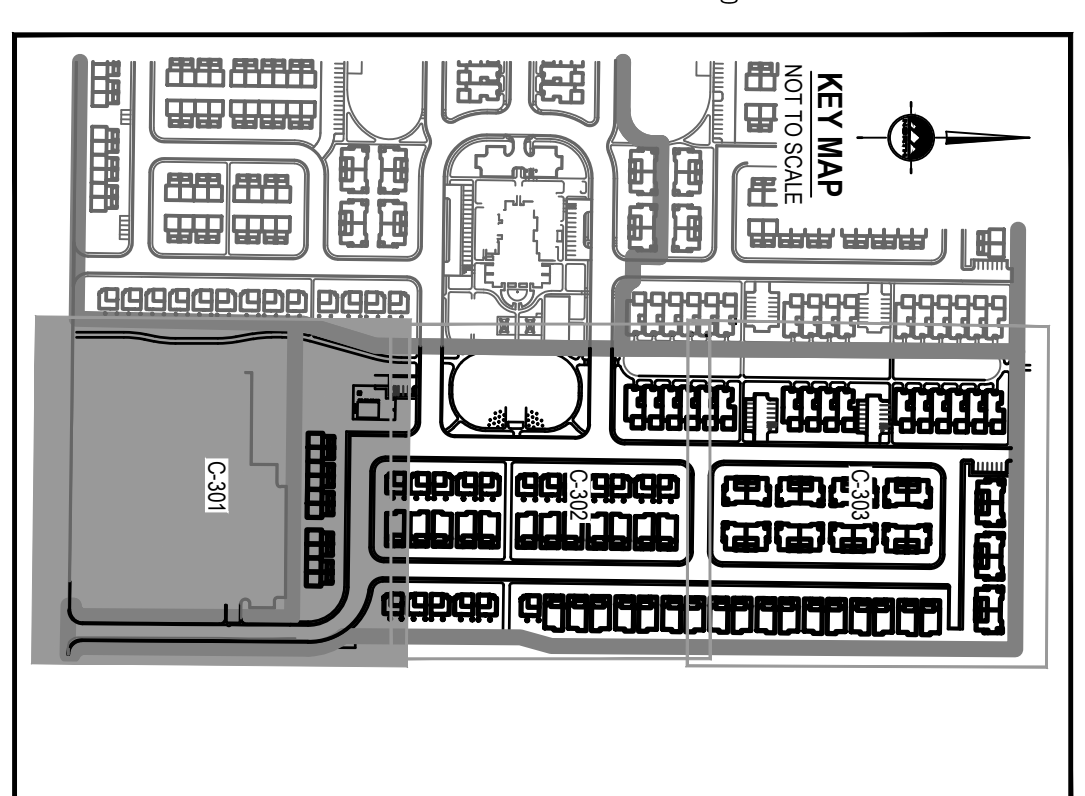
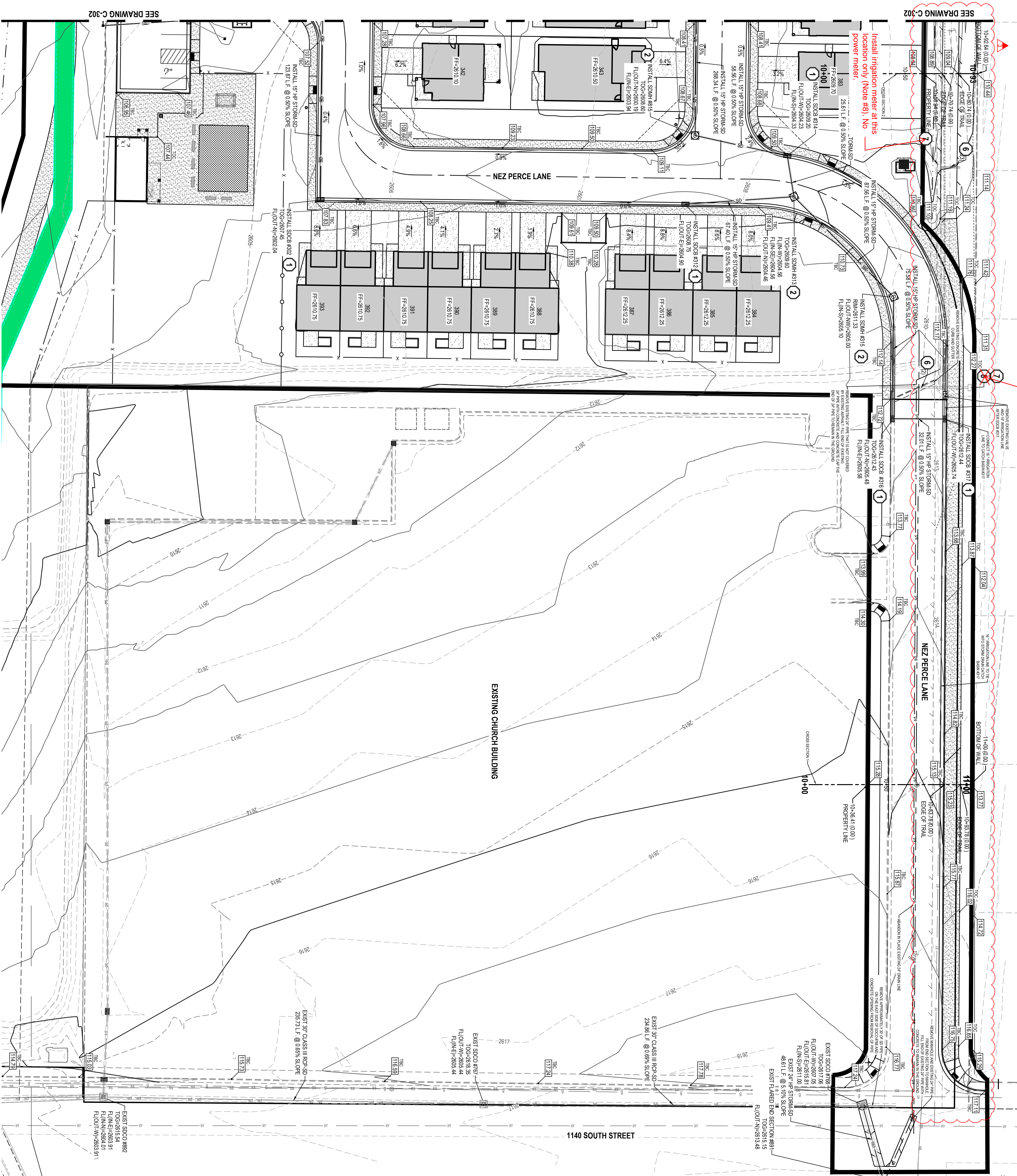
Site Construction Permit Plans - Revised (02/25/2026)

**811**  
CALL BLUESHARKS  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE START OF ANY  
CONSTRUCTION.  
NORTH 1/4 CORNER SECTION 24  
TOWNSHIP 42 SOUTH RANGE 15 WEST  
SALT LAKE BASE AND MERIDIAN  
ELEV. = 2698.77

CREATE MOUNDS OF TOPSOIL IN THE LANDSCAPED  
AREAS ALONG BOTH SIDES OF THE CITY TRAIL WHERE  
POSSIBLE.

Only power meter for  
irrigation controller  
installed here.

Install irrigation meter at this  
location only (Note #8). No  
power meter.

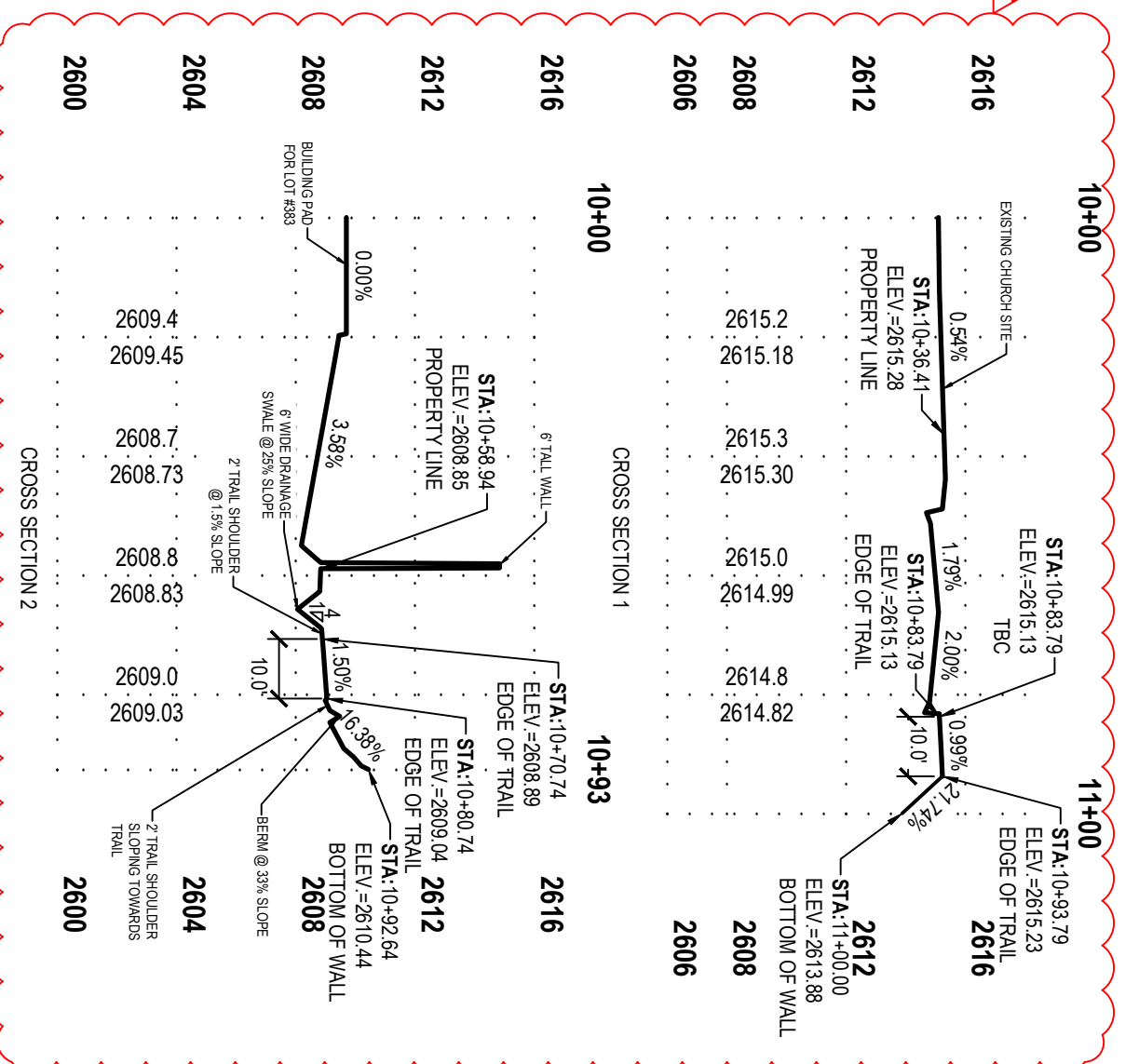


**GENERAL NOTES**

1. ALL WORK TO COMPLY WITH ST. GEORGE CITY STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER'S POSITIVE AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. "XX.XX" REPRESENTS AN ELEVATION OF 500.XX ON THESE PLANS.
6. LANDSCAPED AREAS REQUIRE SURBERGE TO BE MAINTAINED AT A SPECIFIC ELEVATION. OUR FINISHED GRADE AND SURBERGE TO BE PROPERLY PREPARED AND SCHEDULED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. SLOPE ALL UNLANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORDED INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT BE EXACT. THE FIELD AND TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL CONNECTIONS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONNECTIONS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER ST. GEORGE CITY STANDARD PLANS AND SPECIFICATIONS.
10. ENGINEER ASSUMES COVER OVER ALL STORM DRAIN PRESS PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MANUAL COVER CANNOT BE ATTAINED.
11. ALL FACILITIES WITH DOWNSPOUT/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE FLOORING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCIES STANDARDS AND SPECIFICATIONS.
13. NOTIFY ENGINEER OF ANY OBSTRUCTIONS IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPS.
14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY SUCH INTERFERENCES PRIOR TO CONSTRUCTION. THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

**SCOPE OF WORK**

1. CATCH BASIN PER ST. GEORGE CITY STANDARD DETAIL NO. 220 SHEET C-604.
2. STORM DRAIN MANHOLE & LIDRING PER ST. GEORGE CITY STANDARD DETAIL NO. 220 SHEET C-604.
3. HYDRODYNAMIC SEPARATOR PER DETAIL CDS-045 & C PAGE C-607.
4. CONNECTION TO REGIONAL STORM DRAIN BOX VALVE PER DETAIL CS-9 PAGE C-607.
5. 4" STEEL CONDUIT FOR FUTURE UTILITY CROSSING PIPE QUANTITY DENOTED IN PARAGRAPHS 6-8.
6. POWER METER LOCATION FOR IRRIGATION CONTROLLER.
7. IRRIGATION METER.



**VIVIANO AT RED CLIFFS  
PHASE 3  
3000 EAST 1140 SOUTH  
ST GEORGE, UTAH**

**ENSIGN**  
THE STANDARD IN ENGINEERING  
CEDAR CITY  
88 E. Fiddlers Canyon Road  
Suite 210  
Cedar City, UT 84220  
Phone: 435.665.1453

**SALT LAKE CITY**  
TOOLEE  
Phone: 801.255.0529  
Phone: 435.943.3990

**LAYTON**  
Phone: 801.547.1100

**RICHFIELD**  
Phone: 435.966.2933

**WWW.ENSIGNENG.COM**

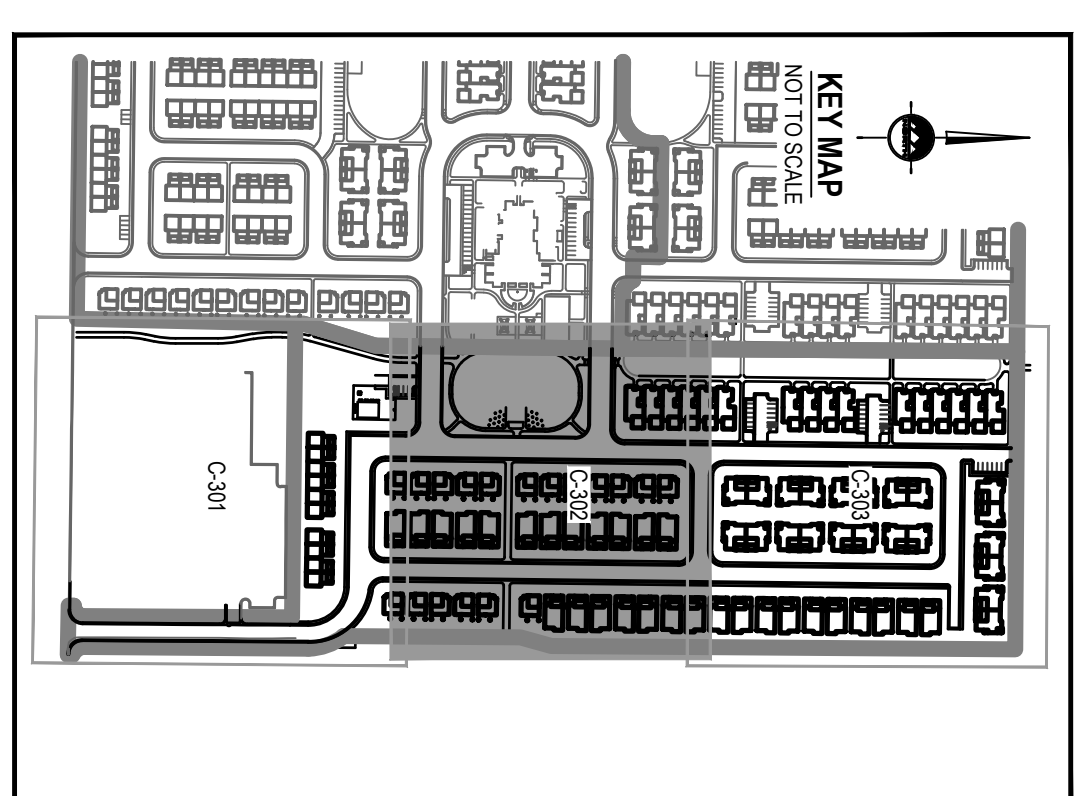
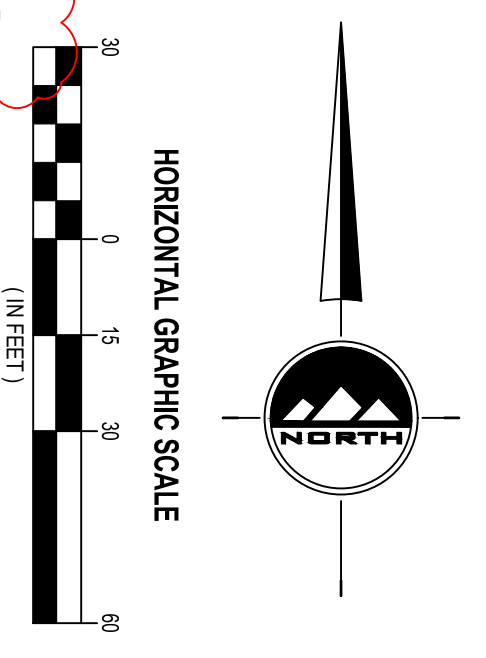
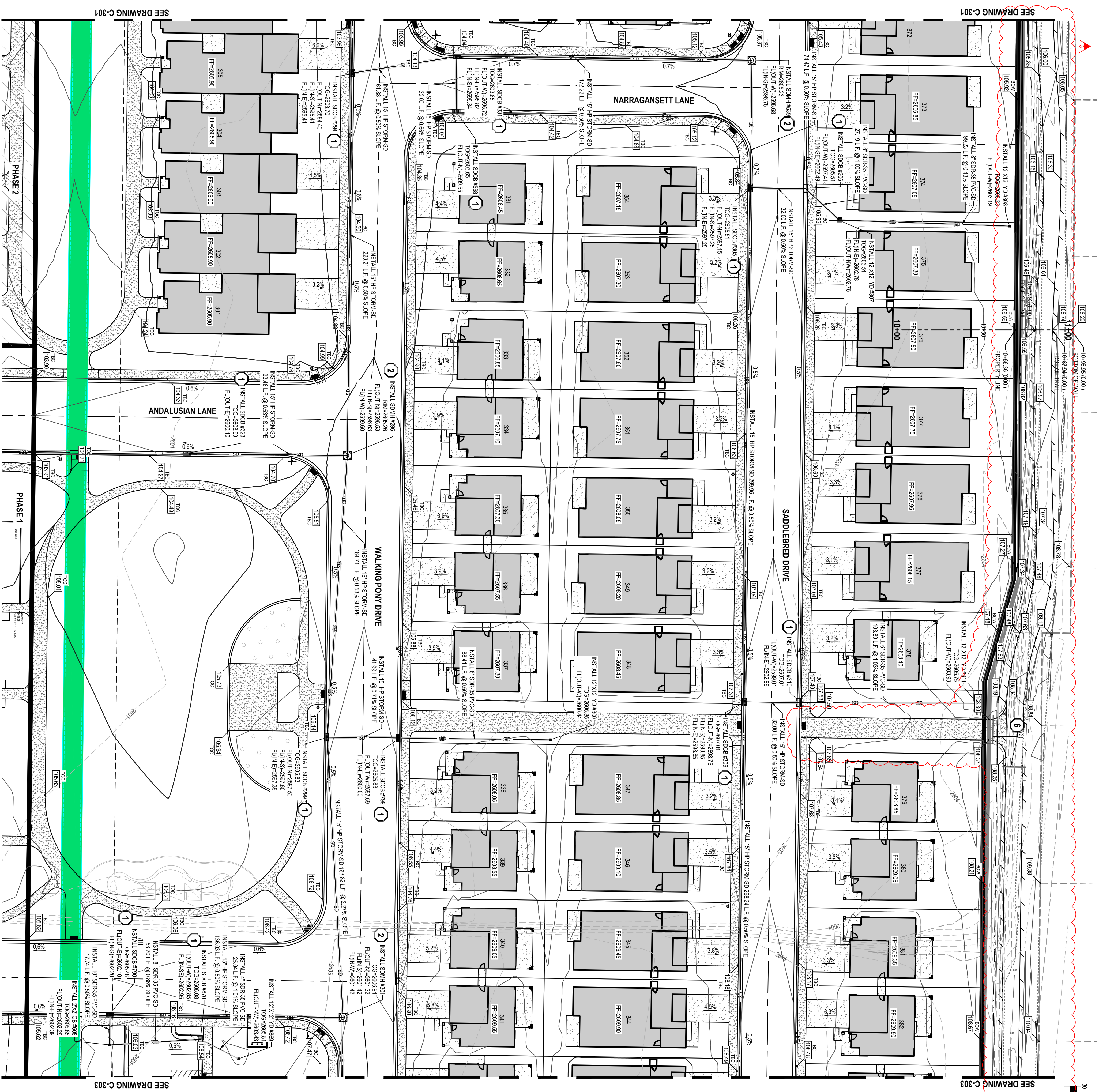
PROJECT: PROPERTY RESERVE, INC.  
515 Main St., Suite 501  
SALT LAKE CITY, UT 84111  
CONTACT: TERRY SPORSHOE  
PHONE: 801.547.8701

NO. DATE  
1 3-2025  
2 10-1-2025  
3 10-1-2025

DESIGNED BY: JN  
CHECKED BY: JN  
PROJECT NUMBER: C-301

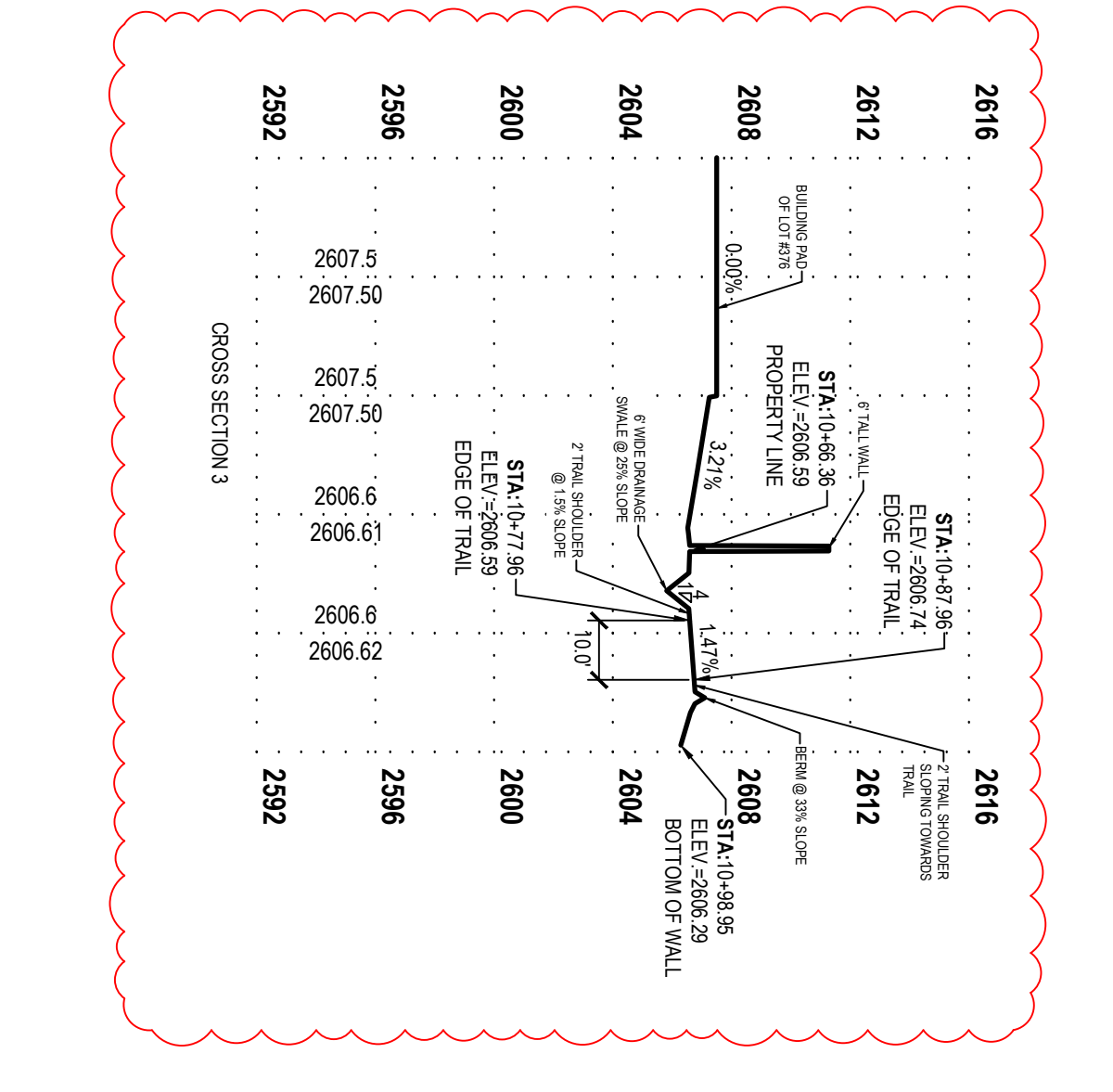
REG. NO. 2125  
STATE OF UTAH  
REGISTERED PROFESSIONAL ENGINEER  
CURTIS L. NIELSON

PROJECT NUMBER: C-301  
DATE: 2/25/25  
CHECKED BY: JN



**GENERAL NOTES**

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  2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
  3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING BUT NOT LIMITED TO REMOVAL OF UNCONSOLIDATED SOILS, ROCKS, OR DEBRIS. IN ALL PLACEMENT OF ACCEPTABLE FILL MATERIAL.
  4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
  5. ELEVATIONS HAVE BEEN FINISHED FOR CLARITY. XXXX REPRESENTS AN ELEVATION OF 26XXXX ON THESE PLANS.
  6. LANDSCAPED AREAS REQUIRE SURGRASS TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE. FINISHED GRADE SHALL BE FINISHED, FINISHED AND SCAVED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
  7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURBS AND GUTTERS OR STORM DRAIN METERS.
  8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES SHOWN IN THESE PLANS. ANY UNIDENTIFIED UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITIES STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
  9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER ST. GEORGE CITY STANDARD PLANS AND SPECIFICATIONS.
  10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ACHIEVED.
  11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE MINIMUM 1% SLOPE.
  12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
  13. NOTIFY OWNER OF ANY OBSERVANCES IN DESIGN OR STAKING BEFORE PAVING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES ON PIPES.
  14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- SCOPE OF WORK:**  
PROVIDE INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE DETAILS NOTED AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.
1. CATCH BASIN PER ST. GEORGE CITY STANDARD DETAIL NO. 200 SHEET C-604.
  2. STORM DRAIN MANHOLE & LIDRING PER ST. GEORGE CITY STANDARD DETAIL NO. 220 SHEET C-604.
  3. HYDRODYNAMIC SEPARATOR PER DETAIL C-054/6 & C-PAGE C-607.
  4. HYDRODYNAMIC SEPARATOR PER DETAIL PER DETAIL C-059 PAGE C-607.
  5. CONNECTION TO REGIONAL STORM DRAIN BOX COLLECT PER DETAIL S-046 SHEET C-603.
  6. 4\"/>
  7. POWER METER LOCATION FOR IRRIGATION CONTROLLER.
  8. IRRIGATION METER.



**ENSIGN**  
THE STANDARD IN ENGINEERING

**CEDAR CITY**  
88 E. Fiddlers Canyon Road  
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Phone: 435.896.2933

[WWW.ENSIGNENG.COM](http://WWW.ENSIGNENG.COM)

**VIVIANO AT RED CLIFFS**  
**PHASE 3**  
3000 EAST 1140 SOUTH  
ST GEORGE, UTAH

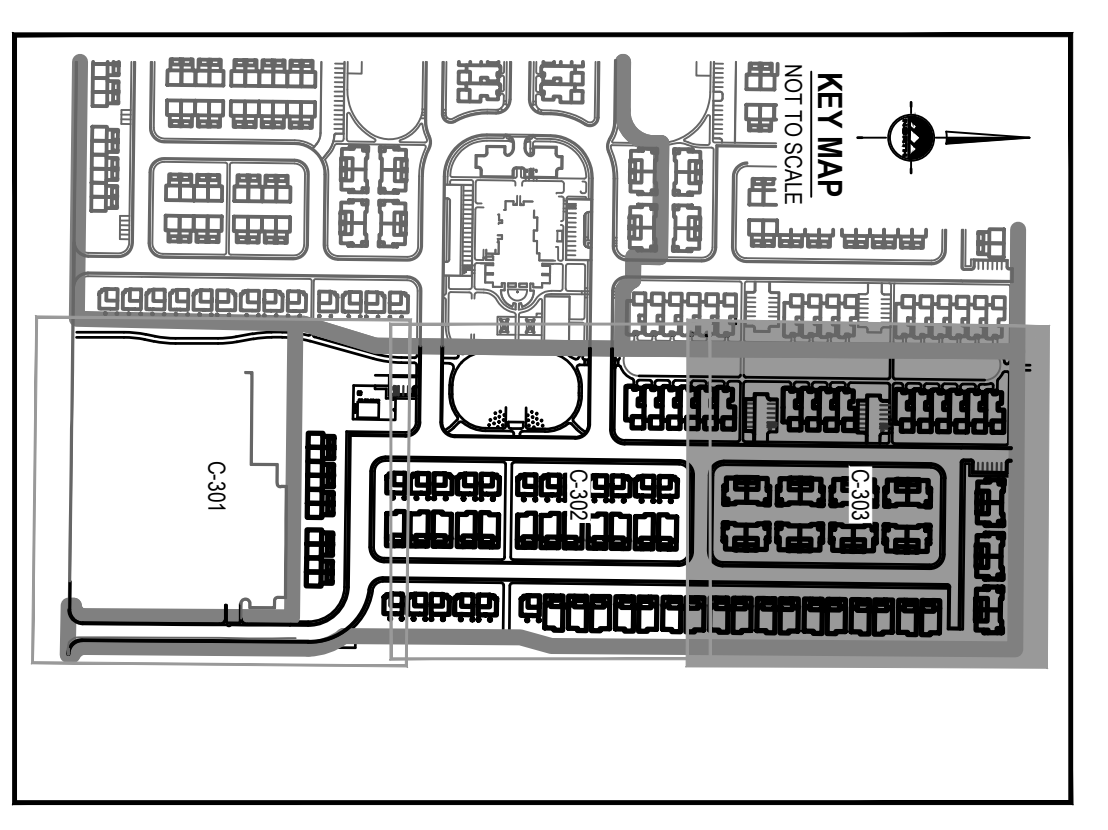
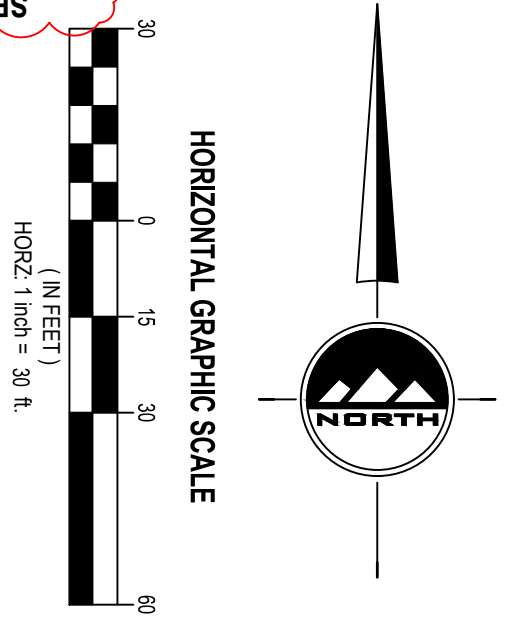
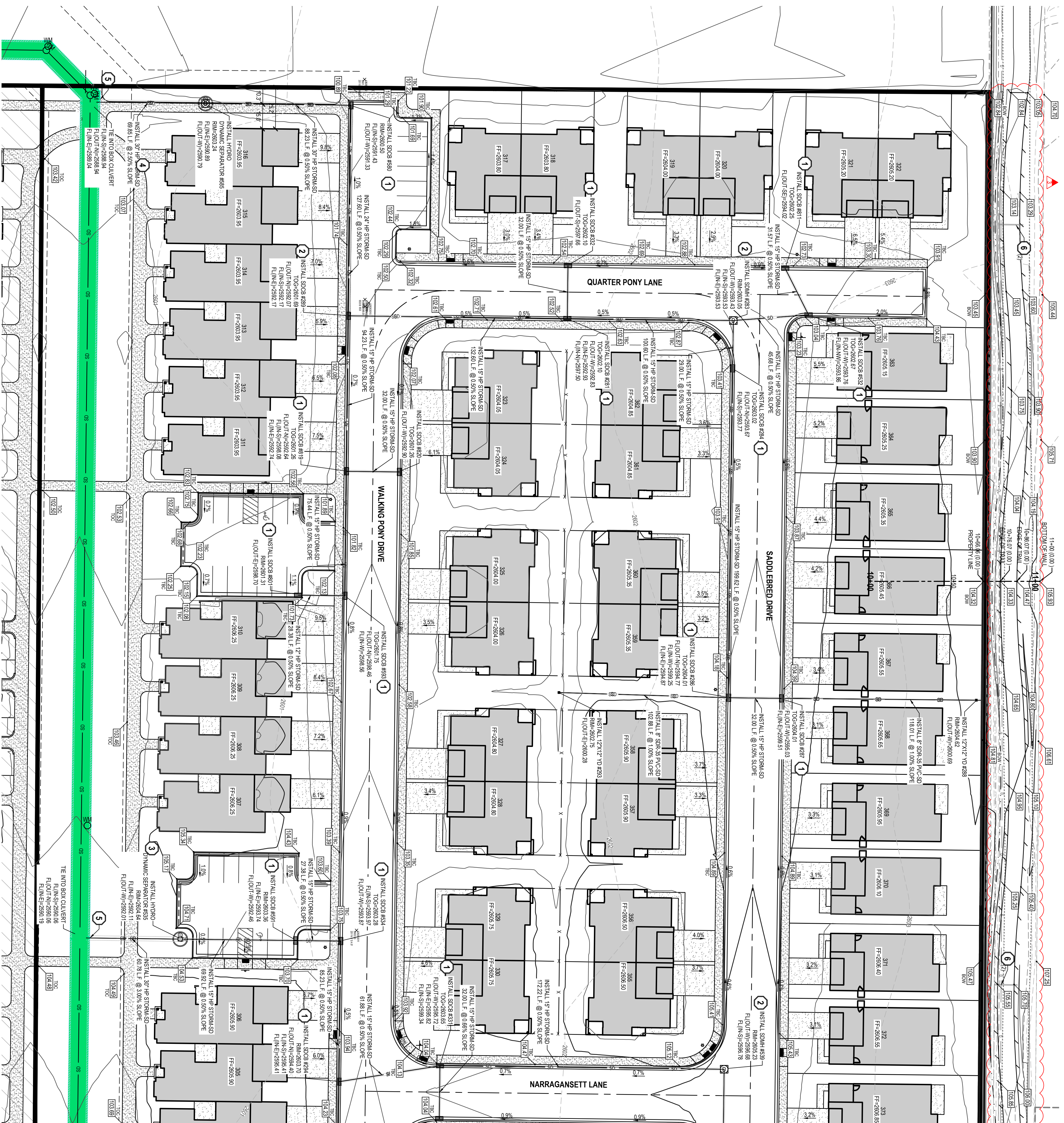
**C-302**

PROJECT NUMBER: 11303  
ISSUE DATE: 2/25/26  
DRAWN BY: BJA  
CHECKED BY: JN  
PROJECT MANAGER: CJN

**811**  
 CALL BLUESHARES  
 AT 811 AT LEAST 48 HOURS  
 PRIOR TO THE START OF ANY  
 CONSTRUCTION.  
 Know what's below.  
 Call before you dig.

**BENCHMARK**  
 NORTH 1/4 CORNER SECTION 34,  
 TOWNSHIP 42 SOUTH, RANGE 15 WEST,  
 SALT LAKE BASE AND MERIDIAN  
 CONSTRUCTION  
 ELEV. = 2698.77

CREATE MOUNDS OF TOPSOIL IN THE LANDSCAPED  
 AREAS ALONG BOTH SIDES OF THE CITY TRAIL WHERE  
 POSSIBLE.

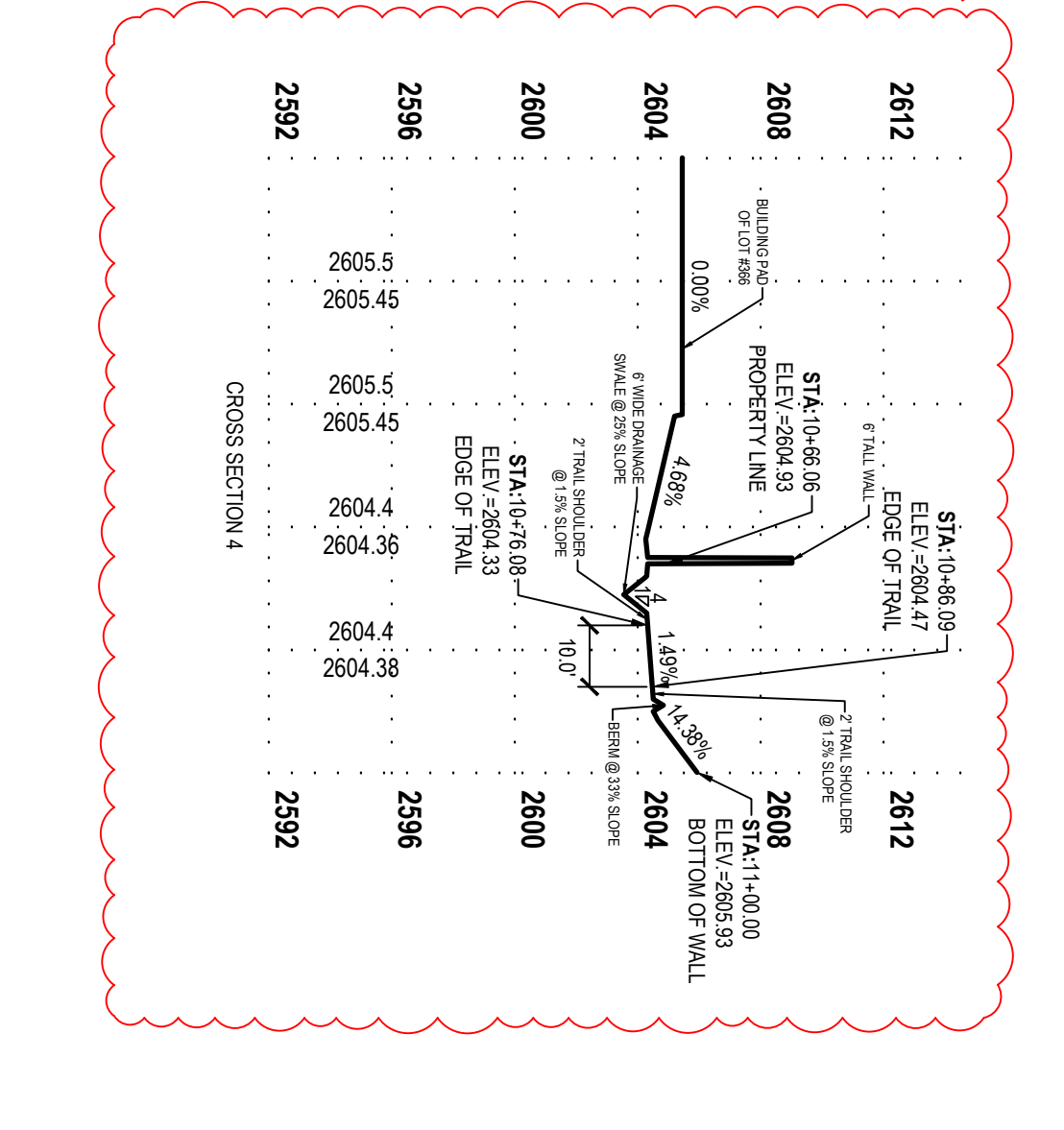


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1. ALL WORK TO COMPLY WITH ST. GEORGE CITY STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS AND OTHERS, PLACEMENT OF SUBGRADE BRACKETS AND GEOTEXTILE AND OVERLAYMENT OF UNSUBSIDIZED BEARING MATERIALS AND PLACEMENT OF PROPER FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. ELEVATIONS HAVE BEEN TRIMMED FOR QUANTITY. 'XX.XX' REPRESENTS AN ELEVATION OF 2800.XX ON THESE PLANS.
6. LANDSCAPED AREAS SHOULD BE MAINTAINED AT A SPECIFIED ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCAPED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION.
9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER ST. GEORGE CITY STANDARD PLANS AND SPECIFICATIONS.
10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURERS RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
11. ALL FACILITIES WITH DOWNSPOUT/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE FINISHING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
12. THE CONTRACTOR SHALL ADJUST TO GRADE. ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

**SCOPE OF WORK:**

1. PROVIDE INSTALL DRAINAGE CONSTRUCTION THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE DETAILS NOTED AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.
2. CATCH BASIN PER ST. GEORGE CITY STANDARD DETAIL NO. 200 SHEET C-004.
3. STORM DRAIN MANHOLE & LID PER ST. GEORGE CITY STANDARD DETAIL NO. 200 SHEET C-004.
4. HYDRODYNAMIC SEPARATOR PER DETAIL CDS0406 & PAGE C-007.
5. HYDRODYNAMIC SEPARATOR PER DETAIL CDS4 PAGE C-007.
6. CONNECTION TO REGIONAL STORM DRAIN BOX CULVERT PER DETAIL SD-06 SHEET C-003.
7. 4" SLEEVE CONDUIT FOR FUTURE UTILITY CROSSING. PER QUANTITY DENOTED IN PARAGRAPHNESS.
8. POWER METER LOCATION FOR IRRIGATION CONTROLLER.
9. IRRIGATION METER.



**VIVIANO AT RED CLIFFS  
 PHASE 3  
 3000 EAST 1140 SOUTH  
 ST GEORGE, UTAH**

**EN SIGN**  
 THE STANDARD IN ENGINEERING

**CEDAR CITY**  
 88 E. Fiddlers Canyon Road  
 Suite 210  
 Cedar City, UT 84200  
 Phone: 435.655.1453

**SALT LAKE CITY**  
 TOOLEE  
 Phone: 801.255.0529  
 Phone: 435.943.3590

**LAYTON**  
 Phone: 801.547.1100

**RICHFIELD**  
 Phone: 435.896.2833

[WWW.ENSIGNENG.COM](http://WWW.ENSIGNENG.COM)

**C-303**

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF UTAH  
 REG. NO. 2125  
 CURTIS L. NIELSON

PROJECT NUMBER: C-303  
 PROJECT NAME: VIVIANO AT RED CLIFFS PHASE 3  
 DRAWN BY: JN  
 CHECKED BY: JN  
 PROJECT NUMBER: C-303



# SUNCORE CORPORATION

## CONSTRUCTION DIVISION

1970 North Bulldog Road, Cedar City, UTAH 84721 (435) 634-2260

### CONTRACT PROPOSAL

<b>Customer:</b> CITY OF ST. GEORGE <b>Address:</b>	<b>Contact:</b> <b>Phone:</b> () - <b>Fax:</b> () -
<b>Project:</b> VIVIANO CHANGE ORDER WITH CITY - CONC <b>Project Location:</b>	<b>Addendum:</b> <b>Date:</b> 04/23/2026

SUNCORE CORPORATION MAY WITHDRAW THIS PROPOSAL IF WRITTEN ACCEPTANCE IS NOT RECEIVED FROM THE BUYER WITHIN 30 DAYS OF THE PROPOSAL DATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
80	CHURCH SIDE SIDEWALK SHOWN AS EXISTING	1,985.000	SF	\$ 9.90	\$19,651.50
90	ADA RAMPS SHOWN AS EXISTING	2.000	EA	\$3,025.00	\$6,050.00
<b>Grand Total:</b>					<b>\$25,701.50</b>

**NOTES & EXCLUSIONS:**

THIS PRICING IS BASED ON AN AGREED UPON CONSTRUCTION SCHEDULE BETWEEN THE CUSTOMER AND SUNCORE AND DOING THE WORK WHILE CONCRETE PREP AND CONCRETE CREWS ARE ACTIVELY WORKING ON ADJACENT PROJECT.

EXCLUDES: SWPPP/NOI PERMIT/EROSION CONTROL INSTALLATION AND INSPECTIONS, SWEEPING FOR OTHER SCOPES, SAW CUTTING, TRAFFIC CONTROL, SIGNAGE & STRIPING, ENGINEERING, SURVEYING, SURVEY MONUMENTS, TESTING, LAYOUT, FEES, PERMITS, BONDS, DEWATERING, SOFT SPOT REPAIR/SOIL STABILIZATION, OVEREXCAVATION, ROCK EXCAVATION/TRENCHING, IMPORT TRENCH BEDDING, FLOWABLE FILL AROUND PIPES, CASINGS, ELECTRICAL/GAS/IRRIGATION TRENCHING & INSTALLATION, SLEEVINGS, PRESSURE REDUCER, BACKFLOW PREVENTER, BOLLARD EXCAVATION/INSTALLATION, VAPOR BARRIER, SHORING, BRACING, COLORED CONCRETE, COLD WEATHER CONCRETE PROTECTION, POOL EXCAVATION, SCREENING & SPREADING OF TOPSOIL, AND ANY AND ALL ITEMS NOT SPECIFICALLY STATED IN THIS PROPOSAL. THIS PRICING IS BASED ON THE WORK SHOWN TO BE DONE WITHIN THE QUOTED PHASES OF WORK, NOT OUTSIDE OF THE PHASE LINE OR PROJECT LIMITS SPECIFICALLY QUOTED (UNLESS OTHERWISE STATED).

**ASPHALT NOTES:**

THE QUANTITIES QUOTED ARE BASED ON THOSE PROVIDED ON THE PLANS OR VERBALLY BY OTHERS. IF THE ONSITE QUANTITIES VARY FROM THOSE PROVIDED AND QUOTED, WE RESERVE THE RIGHT TO ADJUST OUR PRICING ACCORDINGLY. ALSO, IF QUANTITIES ACTUALLY PLACED VARY FROM THE QUANTITIES QUOTED BY MORE THAN 20%, WE RESERVE THE RIGHT TO ADJUST OUR PRICING.

GRADES/ELEVATIONS OF SUBGRADE OR ROADBASE PREPARED BY OTHERS MUST BE VERIFIED BY SUNCORE AND/OR 3RD PARTY PRIOR TO PLACING ROADBASE OR ASPHALT. IF CUSTOMER DESIRES TO HAVE PAVEMENT PLACED WHEN TEMPERATURES DON'T MEET THE SPECIFICATIONS OF THE CITY WHERE PAVING IS TO BE PLACED, A WAIVER MUST BE SIGNED PRIOR TO PAVING BEING SCHEDULED.

THIS PRICE ALSO EXCLUDES THE PROTECTION OF NEWLY PLACED CONCRETE THAT NEEDS TO BE CROSSED OVER BY EQUIPMENT, PATCHING, COLLARING, PRIME/FOG/SEAL COAT, AND HERBICIDE (UNLESS OTHERWISE STATED).

SUNCORE NOT RESPONSIBLE FOR GRADES LESS THAN 1.5%. THIS PRICE INCLUDES ONE MOBILIZATION UNLESS OTHERWISE STATED.

\*\*\*\*\*THIS BID PROPOSAL IS TO BE INCLUDED WITH THE CONTRACT AGREEMENT BETWEEN SUNCORE AND CUSTOMER. DUE TO UNSTABLE FUEL PRICES THE CONTRACT IS SUBJECT TO A FUEL SURCHARGE PER GALLON FOR FUEL COSTS AND PER TON FOR ALL MATERIALS INCLUDED IN THE CONTRACT. THE BENCHMARK DIESEL FUEL PER GALLON PRICE (ON-HIGHWAY PRICE) DURING THE WEEK WHEN THIS BID IS SUBMITTED WILL BE USED TO CALCULATE ANY APPLICABLE FUEL SURCHARGE PER THE FOLLOWING:

BUYER AGREES TO INCREASES OR DECREASES TO FUEL COSTS (ABOVE OR BELOW THE LISTED BENCH MARK PRICE) AS STATED IN THIS PROPOSAL, WHICH IS CAUSE FOR ADJUSTMENT TO THE CONTRACT. FOR EACH \$0.15/GALLON INCREMENT INCREASE/DECREASE TO THE LISTED BENCH MARK PRICE FOR DIESEL FUEL, A PER TON SURCHARGE WILL BE ADDED TO ALL CONTRACT REQUIRED MATERIAL.

ASPHALT: \$0.50 PER TON FOR EACH \$0.15/GALLON INCREMENT.  
 AGGREGATE: \$0.25 PER TON FOR EACH \$0.15/GALLON INCREMENT.

THE BENCH MARK FUEL PRICE IS BASED ON THE AVERAGE RETAIL PRICE OF ROCKY MOUNTAIN NO. 2 DIESEL FUEL LISTED AT:  
[https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD\\_EPD2D\\_PTE\\_NUS\\_DPG&f=W](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2D_PTE_NUS_DPG&f=W)





# SUNCORE CORPORATION

## CONSTRUCTION DIVISION

1970 North Bulldog Road, Cedar City, UTAH 84721 (435) 634-2260

### CONTRACT PROPOSAL

<b>Customer:</b> ST. GEORGE CITY <b>Address:</b>	<b>Contact:</b> <b>Phone:</b> () - <b>Fax:</b> () -
<b>Project:</b> VIVIANO CHANGE ORDER - TRAIL & IRR SLV <b>Project Location:</b>	<b>Addendum:</b> <b>Date:</b> 04/30/2026

SUNCORE CORPORATION MAY WITHDRAW THIS PROPOSAL IF WRITTEN ACCEPTANCE IS NOT RECEIVED FROM THE BUYER WITHIN 30 DAYS OF THE PROPOSAL DATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15	10 FT WIDE ASPHALT TRAIL W/ BASE COURSE	21,210.000	SF	\$ 3.65	\$77,416.50
30	2.5' BASE SHOULDER	10,605.000	SF	\$ 1.40	\$14,847.00
55	4" IRRIGATION SLEEVES	220.000	LF	\$ 17.35	\$3,817.00
<b>Grand Total:</b>					<b>\$96,080.50</b>

**NOTES & EXCLUSIONS:**

THIS PRICING IS BASED ON AN AGREED UPON CONSTRUCTION SCHEDULE BETWEEN THE CUSTOMER AND SUNCORE.

EARTHWORK QUANTITIES ARE BASED ON ASPHALT OUTLINE AS SHOWN ON THE DRAWINGS. IF THE ASPHALT QUANTITIES VARY FROM THE THOSE SHOWN ON THE PLANS, WE RESERVE THE RIGHT TO ADJUST OUR PRICING ACCORDINGLY.

EXCLUDES: SWPPP/NOI PERMIT/EROSION CONTROL INSTALLATION AND INSPECTIONS, SWEEPING FOR OTHER SCOPES, SAW CUTTING, TRAFFIC CONTROL, SIGNAGE & STRIPING, ENGINEERING, SURVEYING, SURVEY MONUMENTS, TESTING, LAYOUT, FEES, PERMITS, BONDS, DEWATERING, SOFT SPOT REPAIR/SOIL STABILIZATION, OVEREXCAVATION, ROCK EXCAVATION/TRENCHING, IMPORT TRENCH BEDDING, FLOWABLE FILL AROUND PIPES, CASINGS, ELECTRICAL/GAS/IRRIGATION TRENCHING & INSTALLATION, PRESSURE REDUCER, BACKFLOW PREVENTER, BOLLARD EXCAVATION/INSTALLATION, VAPOR BARRIER, SHORING, BRACING, COLORED CONCRETE, COLD WEATHER CONCRETE PROTECTION, POOL EXCAVATION, SCREENING & SPREADING OF TOPSOIL, AND ANY AND ALL ITEMS NOT SPECIFICALLY STATED IN THIS PROPOSAL. THIS PRICING IS BASED ON THE WORK SHOWN TO BE DONE WITHIN THE QUOTED PHASES OF WORK, NOT OUTSIDE OF THE PHASE LINE OR PROJECT LIMITS SPECIFICALLY QUOTED (UNLESS OTHERWISE STATED).

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ASPHALT: \$0.50 PER TON FOR EACH \$0.15/GALLON INCREMENT.





**Agenda Date:** 05/28/2026

**Agenda Item Number:** 2C

**Subject:**

Consider approval of a reimbursement agreement with Quality Excavation for asphalt pavement and roadbase.

**Item at-a-glance:**

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Movie Rock Drive and Trails Parkway

**Item History (background/project status/public process):**

This item is to increase the pavement and roadbase thickness on both Movie Rock Drive and the Trails Parkway. The developer is required to install the roadway at the minimum pavement and roadbase thicknesses outline in our city standards. The city approved the construction drawings prior to the update of the city standards. The agreement covers the cost to increase the pavement section to the needed thickness. The cost of the reimbursement agreement is \$118,860.

**Staff Narrative (need/purpose):**

Thickening the pavement section will increase the longevity of the pavement.

**Name of Legal Dept approver:** Alicia Carlton

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.

**Attachments**



**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT  
FOR MOVIE ROCK ROADWAY PHASE 1 ASPHALT PAVEMENT AND ROADBASE WITH QUALITY  
EXCAVATION, INC**  
*(Developer Construct-City Reimburse Developer)*

THIS AGREEMENT is entered into this \_\_\_\_\_ by and between the City of St. George, a Utah municipal corporation, (“CITY”), and Quality Excavation, Inc., a Utah corporation, (“Developer”). City and Developer are herein collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, Developer owns property at approximately SR-18 and 4000 North, St. George, Utah (the “Property”); and

WHEREAS, Developer constructing infrastructure improvements for a frontage road to be known as Movie Rock Phase 1 (see attached Exhibit A); and

WHEREAS, new City construction standards were adopted on December 18, 2025, specifying the pavement thickness for a collector roadway to be minimum 4 inches and base course to be minimum 8 inches which increases the previous pavement minimum 3 inches and base course 6 inches minimum standard; and

WHEREAS, subdivision infrastructure improvement construction drawings, prepared and permitted prior to the new standards being adopted, specify 3-inch thick asphalt pavement and 6-inch base course; and

WHEREAS, City desires the pavement be constructed to meet the new 4-inch thick asphalt pavement and 8-inch thick base course standard; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT.** At its own expense, Developer will construct 141,500 square feet of 4-inch thick asphalt pavement and 8-inch thick base course on the frontage roadway in accordance with the St. George Standard Specifications for Design and Construction.
2. **REIMBURSEMENT.** Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of \$118,860.00 for the additional one inch of asphalt thickness and two inch base course for 141,500 square feet at a cost of \$0.84 per square feet (see Exhibit B). The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.
3. **REPRESENTATIVES.** The representative for the City for this Project will be Public Works Engineering Manager, Catherine Hasfurther. The representative for Developer will be Quality Excavation, Inc., President, Ed Burgess.
4. **EXHIBITS.** All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS.** All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.
7. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect

to such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.
10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
12. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise.
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 61 S. Main St. St. George, Utah 84770	OWNER:	Quality Excavation, Inc. 1472 E 3950 S St. George, UT 84790
Attention:	City Attorney	Attention:	Ed Burgess

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

14. **SUCCESSORS AND ASSIGNS.** Developer shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. 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.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

CITY: CITY OF ST. GEORGE

OWNER: Quality Excavation, Inc.

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Jimmie B. Hughes, Mayor

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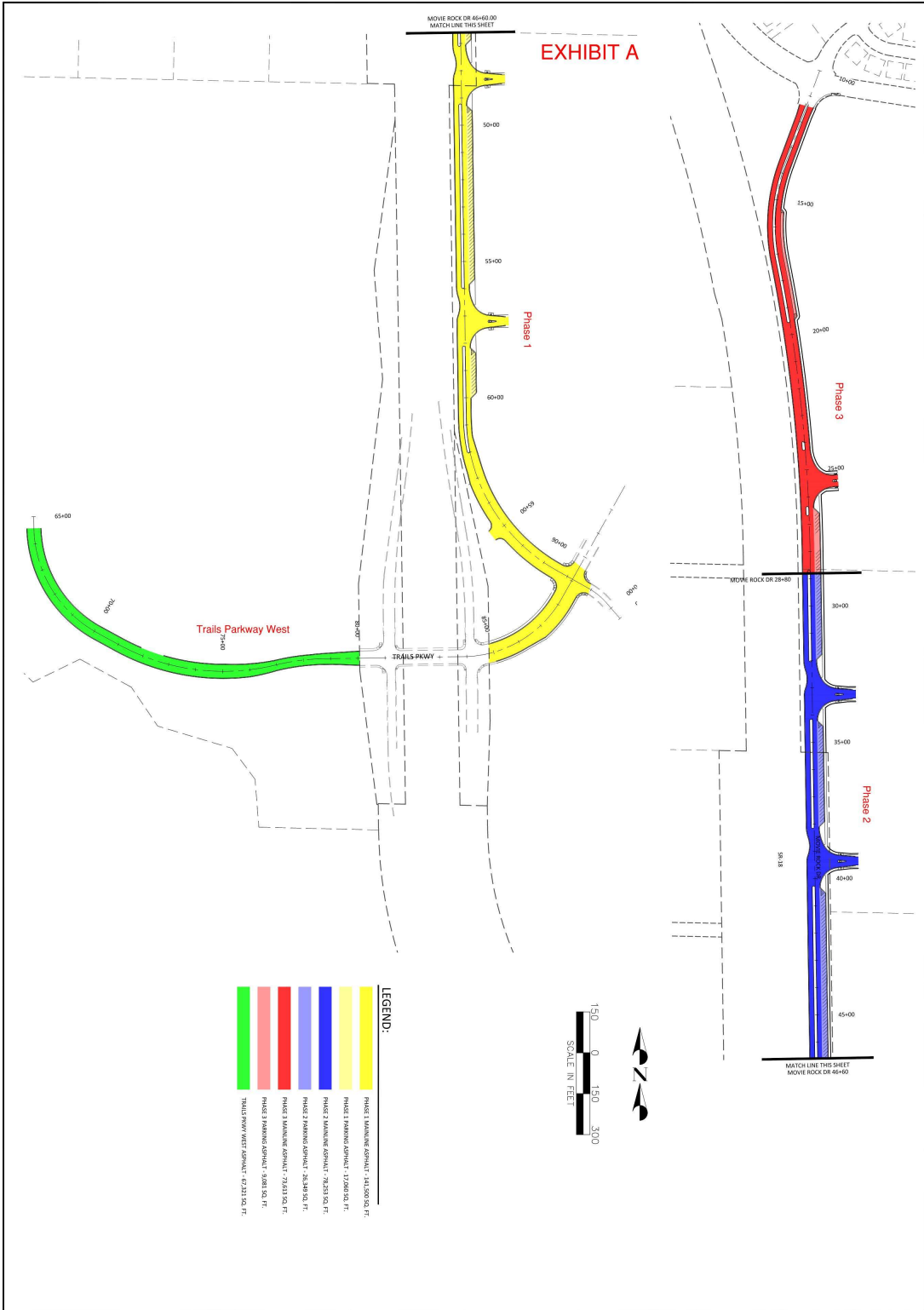
Ed Burgess, President

Attest:

Approved as to form:  
City Attorney's Office

\_\_\_\_\_  
Christina Fernandez, City Recorder

\_\_\_\_\_  
Alicia Galvany Carlton, Assistant City Attorney



 <p><b>DSG ENGINEERING, INC.</b> LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS</p> <p>133 EAST 200 NORTH SUITE 2 ST. GEORGE, UT 84770 Office (435) 628-2121</p>	<p>PROJECT NAME: <b>TRAILS INTERCHANGE OFFSITE IMPROVEMENTS</b> LOCATED IN ST. GEORGE, UTAH</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>APP'D</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DESCRIPTION	DATE	APP'D																
	NO.	DESCRIPTION	DATE	APP'D																		
<p>1 OF 1 TOTAL</p> <p><b>EX-1</b></p>	<p>SHEET NAME: <b>HMA AREAS</b></p>																					

**EXHIBIT B**

Item No.	Item Description	Quantity	Unit	Unit Price	Total
1	1-inch Asphalt Pavement	141,500	LF	\$0.67	\$94,805.00
2	2-inch Roadbase	141,500	LF	\$0.17	\$24,055.00

**\$118,860.00**  
City Participation



**Agenda Date:** 05/28/2026

**Agenda Item Number:** 2d

**Subject:**

Consider approval for Real Property Exchange between the City of St. George and CDHC II LLC.

**Item at-a-glance:**

Staff Contact: Paul Stead

Applicant Name: City of St George

Reference Number: Parcel SG-5-2-32-1114

Address/Location:

Along the west side of 1450 E just south of Foremaster Drive

**Item History (background/project status/public process):**

This property exchange will allow the City to widen the sidewalk along 1450 East and will complete the trail connection between the existing Rim Rock Trail, Virgin River Trail and trail along Rim Rock Wash through Intermountain's campus.

**Staff Narrative (need/purpose):**

The property owner of Parcel SG-5-2-32-1114 will provide the city property for expansion of the sidewalk throughout this trail section. In exchange the City will relinquish Right of Way that was previously used for a cul-de-sac, but is now part of the landscape on parcel SG-5-2-32-1114. All stake holders of the parcel are agreeable to move forward with this exchange.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Approval

**Attachments**

# BOUNDARY DESCRIPTION

**PARCEL #1: PROPERTY EXCHANGE FROM CDHC II, LLC TO ST. GEORGE CITY:**  
 A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATED IN THE NE 1/4 NE 1/4 OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT N89°43'42"W, 788.93 FEET ALONG THE NORTH SECTION LINE AND S00°16'18"W, 15.03 FEET FROM THE NORTHEAST CORNER OF SECTION 32, T42S, R15W, SLB&M, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF 1450 EAST STREET AND BEING THE POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S60°20'43"W, AND ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) ALONG THE ARC OF SAID CURVE 15.67 FEET THROUGH A CENTRAL ANGLE OF 29°55'35", AND (2) S00°16'18"W, 170.46 FEET TO A POINT ON A 11.50 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N89°43'42"W AND (3) ALONG ARC OF SAID CURVE 9.28 FEET THROUGH A CENTRAL ANGLE OF 46°14'16" TO THE POINT OF REVERSE CURVE OF A 48.50 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S43°29'26"E, AND (4) ALONG ARC OF SAID CURVE 0.63 FEET THROUGH A CENTRAL ANGLE OF 0°44'51", THENCE N00°16'18"E, 194.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 747 SQUARE FEET OR 0.017 ACRE.

**PARCEL #2: PROPERTY EXCHANGE FROM ST. GEORGE CITY TO CDHC II, LLC:**  
 A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATED IN THE NE 1/4 NE 1/4 OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN.

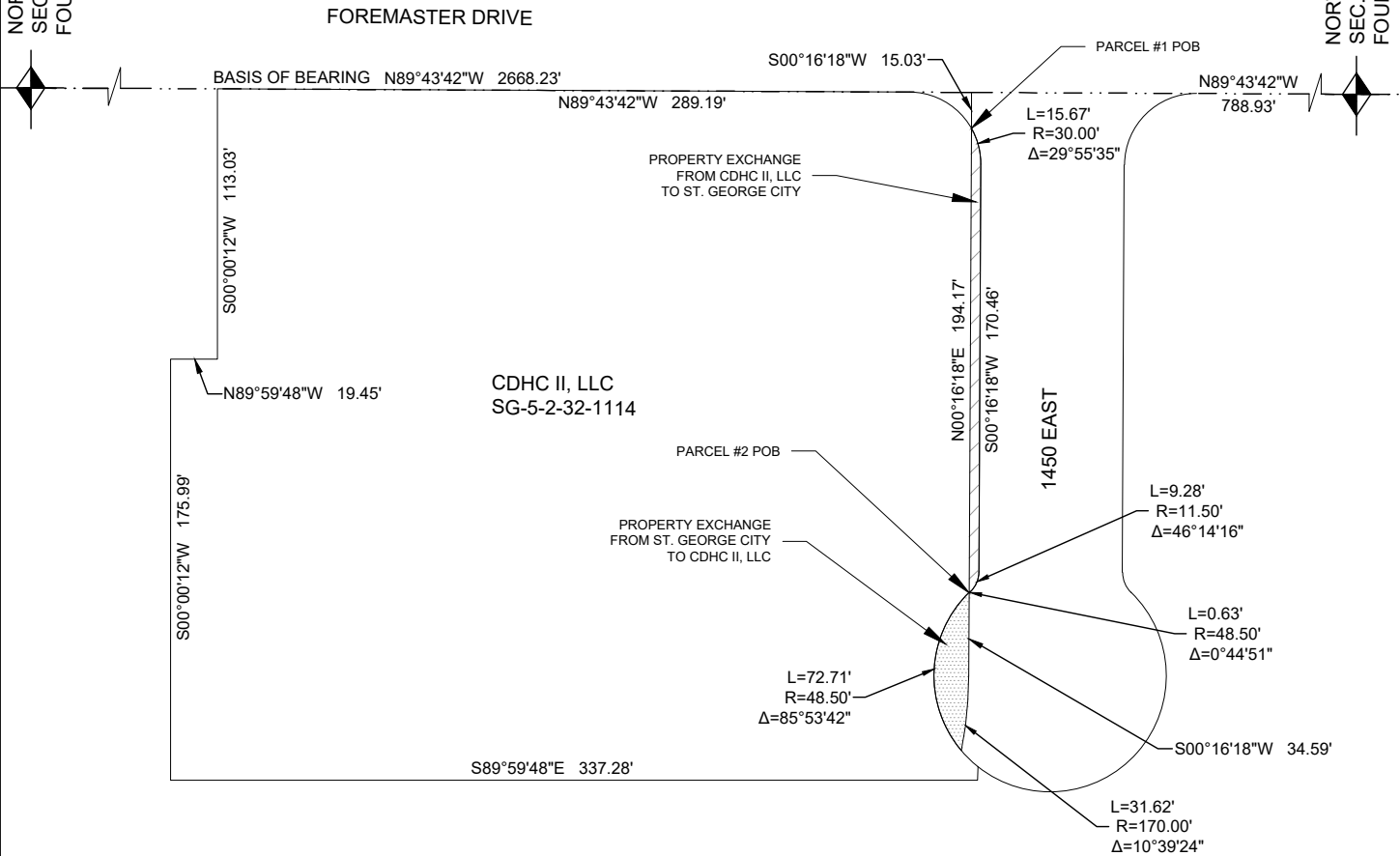
BEGINNING AT A POINT N89°43'42"W, 788.93 FEET ALONG THE NORTH SECTION LINE AND S00°16'18"W, 209.20 FEET FROM THE NORTHEAST CORNER OF SECTION 32, T42S, R15W, SLB&M, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF 1450 EAST STREET, THENCE S00°16'18"W, 34.59 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N89°43'42"W, THENCE ALONG THE ARC OF SAID CURVE 31.62 THROUGH A CENTRAL ANGLE OF 10°39'24" TO A POINT ON A 48.50 FOOT NON-TANGENTIAL CURVE TO THE RIGHT, RADIUS POINT BEARS N49°52'01"E, THENCE ALONG THE ARC OF SAID CURVE 72.71 THROUGH A CENTRAL ANGLE OF 85°53'42" TO THE POINT OF BEGINNING.

CONTAINING 656 SQUARE FEET OR 0.015 ACRE.



NORTH 1/4 CORNER  
SEC. 32, T42S, R15W, SLB&M  
FOUND MONUMENT

NORTHEAST CORNER  
SEC. 32, T42S, R15W, SLB&M  
FOUND MONUMENT



When Recorded Return To:  
City of St. George  
61 S. Main St.  
St. George, Utah 84770

Tax ID: SG-5-2-32-1114

**WARRANTY DEED**

CDHC II, LLC, Grantor, of RESIDENCE, hereby conveys and warrants to the City of St. George, a Utah municipal corporation, Grantee, for the sum of TEN DOLLARS, the following described tract of land in Washington County, Utah to wit: See Exhibit A for legal description.

See Exhibit A for legal description;

TOGETHER WITH all improvements and appurtenances thereunto belonging,

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, a Utah municipal corporation.

WITNESS the hand of said grantor this DATE.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: CDHC II, LLC

\_\_\_\_\_  
BY: David Blake, Managing Member

STATE OF UTAH            )  
  ss.  
County of Washington    )

On the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

**ACCEPTANCE OF DEDICATION**

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ST. GEORGE

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

Approved as to form:

\_\_\_\_\_  
Daniel Baldwin, Assistant City Attorney

## AGREEMENT TO EXCHANGE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the “City”), and CDHC II LLC (“Property Owner”), hereby enter this Agreement to Exchange Real Property (“Agreement”) effective this day of \_\_\_\_\_. (the “Effective Date”). City and Property Owner are also referred to as a “Party” or collectively as the “Parties”.

### RECITALS

- A. Property Owner owns real property located within the City identified as Washington County Tax Parcel SG-5-2-32-1114. (Parcel 1).
- B. City owns real property located within the City identified as Washington County Tax Parcel SG-PL. (Parcel 2)
- C. The Parties desire to exchange ownership of Parcel 1 and Parcel 2, each more fully described in their entirety in Exhibit A, attached hereto (“Parcels”).
- D. The Parties desire to transfer the Parcels to the other free and clear of all liens and encumbrances and free and clear of all personal property.
- E. The Parcels are collectively referred to as the “Property”.

The Parties have negotiated in good faith the exchange of the Parcels and Work (the “Exchange”), have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this Agreement as a final written expression of their agreement.

### TERMS

In consideration of the foregoing recitals and covenants, obligations, terms, and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated by reference into this Agreement as though fully set forth herein.
2. **Exchange.**

- 2.1. Parcel From Property Owner to City.** Property Owner agrees to convey to City by Warranty Deed (in a form similar to Exhibit B) the Parcel 1 as described in Exhibit A. The conveyance also includes all of Property Owner's right, title and interest in all improvements to the Parcel 1 (the "Parcel 1 Improvements") and all appurtenances to the Lots including, but not limited to Property Owner's interest in any and all easements, rights-of-way, water rights, well rights, water shares, ditches or canals, on or adjacent to the Parcel 1, and in any and all easements, rights-of- way, rights, leases, permits, title, privileges, entitlements, and licenses relating to or benefiting the Parcel 1 unless expressly excluded pursuant to this Agreement (collectively the "Parcel 1 Appurtenances").
- 2.2. Work From City to Property Owner.** City agrees to convey to Property Owner by Warranty Deed (in a form similar to Exhibit B) the Parcel 2 as described in Exhibit A. The conveyance also includes all of City's right, title and interest in all improvements to the Parcel 2 (the "Parcel 2 Improvements") and all appurtenances to the Lots including, but not limited to City's interest in any and all easements, rights-of-way, water rights, well rights, water shares, ditches or canals, on or adjacent to the Parcel 2, and in any and all easements, rights-of- way, rights, leases, permits, title, privileges, entitlements, and licenses relating to or benefiting the Parcel unless expressly excluded pursuant to this Agreement (collectively the "Parcel 2 Appurtenances").
3. **Consideration.** On the terms and conditions stated herein, and in consideration for the Exchange, the Parties agree that neither Party shall pay any funds to the other, and that the consideration consists of the Exchange itself. Additionally, the City shall amend the plat to identify City property resulting from this Agreement. The Parties agree that the purpose for acquiring the Property is to expand the City's public trail system, and that this is in the best interest of the Parties and the general public.
4. **Physical Condition of the Parcel 1.** The City shall approve of the physical condition and circumstances of the Parcel. To facilitate the City's approval, within 20 calendar days of the Effective Date of this Agreement, Property Owner shall disclose to the City all documents in Property Owner's possession, or issues of which Property Owner is aware, affecting the physical condition of the Parcel, including but not limited to patent or latent defects, soils, and

the presence of any hazardous materials. Further, Property Owner hereby grants to the City and the City's agents and consultants a license to enter upon the Parcel for the purpose of conducting, at the City's sole expense, the City's review of the Parcel. Property Owner shall reasonably cooperate with the City in the inspection of the Parcel; provided however that Property Owner shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and hold Property Owner harmless for any expenses or claims resulting from the City's entry onto the Parcel. The City shall not engage in any testing which will damage the Parcel in any way without further written consent from Property Owner.

5. **Title to the Parcels.** The Parties shall approve of the condition of title and all encumbrances affecting title to the Parcels. To facilitate the Parties' approval, within 20 calendar days of the Effective Date of this Agreement each Party shall disclose to the other all documents in the Party's possession, or issues of which the Party is aware, affecting title to the Parcels, including any security interests, leases, notices of claim, etc. Further, escrow agents shall issue to the Parties a commitment of title insurance showing all encumbrances shown on public records. If a Party disproves of the any encumbrances affecting title to the Parcels which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Parcels, the Party may elect to proceed to complete the Exchange, subject to the Parties' written amendment of this Agreement concerning any terms and conditions agreed to by the Parties as necessary to secure the release of any such encumbrances and complete the Exchange.
6. **Legislative Approval.** The St. George City Council as the legislative and governing body of the City shall approve this Agreement, in the City Council's sole and absolute discretion.
7. **Failure of Closing Conditions.** If any Closing Condition is not fulfilled, the City or Property Owner may terminate this Agreement at any time by notifying the other Party and Escrow Agent in writing, upon which notice this Agreement shall be null and void and neither Party shall have any further obligation or liability pursuant to this Agreement. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either Party to the submitting Party.

8. **Property Owner Obligations Concerning the Parcel 1.** Property Owner is responsible for any expenses incurred by Property Owner related to this transaction other than closing costs, including any attorney's fees for Property Owner's attorney, if any, any commission to Property Owner's broker, if any, and the payment of any taxes or fees related to the Parcel 1 accruing on or before the date Warranty Deed is recorded.
9. **Representations and Warranties by City.** City hereby represents and warrants to Property Owner as follows:
- 9.1. **Authority.** City has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by City of this Agreement, and the performance by City of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of the City. This Agreement has been duly and validly executed and delivered by the City and constitutes the legal, valid, and binding obligation of the City enforceable against the City in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.
- 9.2. **No Conflicts.** The execution and delivery of this Agreement and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of the City, or any material contract by which the City is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Lots; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon the Lots pursuant to any such agreement or Agreement, except to the extent otherwise disclosed in this Agreement.
- 9.3. **Foreign Status.** City is not a "foreign person" as defined under Section 1445(f) of the Internal Revenue Code.

9.4. **Legal Proceedings.** There are no claims, actions, suits, or proceedings pending or threatened against the City that would reasonably be expected to result in the issuance of a writ, judgment, order, or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this Agreement.

9.5. **Condemnation.** Other than that provided by Property Owner, the City has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study, or effort to rezone the Property or to widen, modify, regrade, or realign any street or highway that borders the Property.

10. **Representations and Warranties by Property Owner.** Property Owner hereby represents and warrants to the City as follows:

10.1. **Authority.** Property Owner has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Property Owner of this Agreement, and the performance by Property Owner of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of the Property Owner. This Agreement has been duly and validly executed and delivered by Property Owner and constitutes the legal, valid, and binding obligation of Property Owner enforceable against Property Owner in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

10.2. **No Conflicts.** The execution and delivery of this Agreement and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of Property Owner, or any material contract by which Property Owner is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Parcel; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon the Parcel

pursuant to any such agreement or Agreement, except to the extent otherwise disclosed in this Agreement.

10.3. **Foreign Status.** Property Owner is not a “foreign person” as defined under Section 1445(f) of the Internal Revenue Code.

10.4. **Legal Proceedings.** There are no claims, actions, suits, or proceedings pending or threatened against the Parcel or Property Owner that would reasonably be expected to result in the issuance of a writ, judgment, order, or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this Agreement.

10.5. **Condemnation.** Other than that provided by Property Owner, Property Owner has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Parcel or any plan, study, or effort to rezone the Parcel or to widen, modify, regrade, or realign any street or highway that borders the Parcel.

11. **Patriot Act Compliance.** The City and Property Owner each represent that neither itself nor its respective affiliates are in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the “Executive Order”) (collectively, the “Anti-Money Laundering and Anti-Terrorism Laws”). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. The City and Property Owner each represent that neither itself nor its respective affiliates or any of its respective brokers or other agents in any capacity in connection with the Exchange (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property

blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti- Money Laundering and Anti-Terrorism Laws. The City represents that neither the City nor any person or entity controlling or controlled by the City is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, "Government Lists"), and the monies used by City in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)). Property Owner represents that neither Property Owner nor any person or entity controlling or controlled by Property Owner is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, "Government Lists"), and the monies used by Property Owner in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

12. **Environmental Condition.** The Parties have not treated, recycled, stored, disposed of, arranged for, or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Parcels in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. "Hazardous Materials" means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls,

and any other chemicals, materials, wastes, or substances designated, classified, or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. “Environmental Laws” means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.

13. **Solvency.** Property Owner has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take, or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Property Owner or any of its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking appointment of a receiver, trustee, custodian, or other similar official for any of them or for all or any substantial part of its or their property.
14. **Untrue Statements.** To the knowledge of the City, none of its representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect. To the knowledge of Property Owner, none of its representations and warranties in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.
15. **Default, Remedies and Termination.** It shall constitute an event of default of this Agreement if any Party fails to timely deliver any of its performances at the times indicated under this Agreement. In no event shall either Party be entitled to recover lost profits or appreciation or other consequential damages as a result of an event of default. Each Party shall be responsible

for timely notifying the defaulting Party in writing of the event of default and the non-defaulting Party's election of the remedy provided below:

15.1. **Default by City.** In the event City defaults under this Agreement, Property Owner's exclusive remedies shall be to either: (i) terminate this Agreement retaining and recouping all payments made; or (ii) pursue an action for specific performance against the City.

15.2. **Default by Property Owner.** In the event Property Owner defaults under this Agreement, City's exclusive remedy shall be to terminate this Agreement and receive \$1,000.00 as liquidated damages.

16. **Interpretation.** Captions and headings are used for reference only and must not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "Party" and "Parties" refer only to a named Party or Parties to this Agreement unless the context requires otherwise. All Parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent counsel or had the opportunity to do so, and this Agreement must be construed fairly and equally as to all Parties as if drafted jointly by them. If there is any conflict between the terms of this Agreement and any other related documents, including any exhibits identified herein, the terms of this Agreement shall prevail.

17. **Acknowledgement of Public Disclosure Laws.** Property Owner hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Seller pursuant to this Agreement may be subject to disclosure as government records, and that

the City has no duty or obligation to withhold any such materials from disclosure in any manner.

18. **Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the named Parties and to their respective heirs, representatives, successors and permitted assigns. This Agreement is intended for the exclusive benefit of the Parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.
19. **Brokers.** The Parties acknowledge that there are no brokerage commissions associated with transactions contemplated by this Agreement. In the event any real estate broker claims a right to any commission or fee by virtue of dealing with one of the Parties hereto, then the Party who is alleged to have retained such broker hereby does fully indemnify and hold the other Party harmless from such claim. Such indemnification obligation shall survive any termination or cancellation of this Agreement.
20. **Exhibits Incorporated.** All Exhibits to this Agreement are expressly incorporated by reference herein as is fully set forth herein.
21. **Entire Agreement.** The Parties intend that this Agreement is the full and final expression of their agreement and constitutes their entire understanding regarding this subject matter. This Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the Parties and contains all of the terms agreed upon between the Parties. No Party relied on any other term, warranty, and/or covenant as an inducement to enter this Agreement.
22. **Amendment.** The Parties shall not amend or modify this Agreement in any way unless in writing signed by the Parties.
23. **Further Action.** Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the Parties in consummating this transaction.
24. **Time of the Essence.** Time is of the essence in each and every term and provision of this Agreement. All references to days herein shall be deemed to refer to calendar days unless

otherwise specified. In the event that the final date for performance of any act required by this Agreement falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

25. **Waiver.** Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
26. **Severability.** If any court of competent jurisdiction declares any portion of this Agreement unenforceable, the Parties shall deem such portion as severed from this Agreement, and shall deem the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this Agreement. The Parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.
27. **Forum and Law.** This Agreement shall be governed by the laws of the state of Utah without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.
28. **Notices, Requests, and Communications.** Unless otherwise provided in this Agreement, all notices, requests, and communications required by this Agreement shall be in writing and may be delivered electronically to the individuals provided below or by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

CITY: City of St. George  
61 S. Main St.  
St. George, Utah 84770  
Attention: City Attorney  
Copy: [legal@sgcityutah.gov](mailto:legal@sgcityutah.gov)

INDEPENDENT CONTRACTOR: CDHC II LLC  
265 N Country Manor Ln  
Alpine, UT 84004  
Attention: David Blake  
Copy: [dcblake1@gmail.com](mailto:dcblake1@gmail.com)

Any Party shall deliver notice of change of address in the manner described in this section. Said change in address or individual in this Section shall not constitute an amendment to this Agreement. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

29. **Execution.** By executing this Agreement below, the executing individuals acknowledge that (1) they have read this Agreement, (2) they understand its terms, (3) they have had the opportunity to have this Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute this Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this Agreement in full. The failure of any executing individual to date their signature will not affect the validity of this Agreement.

30. **Counterparts.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

IN WITNESS of their intention to be bound by the above terms, the Parties hereby execute this Agreement as follows:

CITY OF ST. GEORGE

CDHC II LLC

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
David Blake, Managing Member

ATTEST:

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
Christina Fernandez, City Recorder

\_\_\_\_\_  
Daniel Baldwin, Assistant City Attorney



**Agenda Date:** 05/28/2026

**Agenda Item Number:** 03

**Subject:**

Public hearing and consideration of Ordinance No. 2026-040 vacating a portion of a municipal utility easement located along the easterly lot line of Lot 1 of Desert Color Commercial Phase 1.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Ryan Lay - Bush and Gudgell

Reference Number: PLANLRE26-009

Address/Location:

1108 W Black Mountain Drive

**Item History (background/project status/public process):**

The subdivision plat for Desert Color Commercial Phase 1 was recorded in 2022. Subsequently, Crush Golf was constructed on Lot 1; however, the entire lot was not developed. A narrow strip of land along the north and east boundaries of Lot 1 remains undeveloped. The proposed easement vacation will help eliminate unnecessary encumbrances and create a cleaner, more cohesive development pattern in this area.

**Staff Narrative (need/purpose):**

The narrow strip of land is proposed to be incorporated into the adjacent commercial development to the east. As part of this proposal, the easement line is being relocated through a partial subdivision amendment to Desert Color Commercial Phase 1, which is being reviewed concurrently under application PLANFPA26-009. A separate subdivision plat for the adjoining parcel to the east is anticipated to be submitted to the City for review in the near future.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

**Attachments**

When Recorded Return To:  
City of St. George  
City Recorder's Office  
61 S Main St  
St. George, UT 84770

**ORDINANCE NO.** \_\_\_\_\_

Tax ID: SG-DCC-1-1-A

**AN ORDINANCE VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT  
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**  
(Lot 1, Desert Color Commercial Phase 1)

**WHEREAS**, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a portion of a municipal utility easement located along the easterly lot line of Lot 1, Desert Color Commercial Phase 1, according to the official plat thereof on file in the Office of the Washington County Recorder as Doc. No. 20220040217, said portion being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference; and

**WHEREAS**, the existing municipal utility easement is proposed to be relocated along the Easterly lot line in connection with Desert Color Commercial Phase 1 Partial Amendment A; and

**WHEREAS**, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; and

**WHEREAS**, the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the City;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of St. George, Washington County, Utah, as follows:

1. **Vacation of Easement:** The portion of the municipal utility easement located along the Easterly lot line of Lot 1, Desert Color Commercial Phase 1, as more particularly described in Exhibit A and depicted in Exhibit B, is hereby vacated.
2. **Effective Date:** This Ordinance shall take effect upon adoption, recording, and posting in the manner required by law.

**PASSED AND ADOPTED** by the City Council of the City of St. George, Utah, on this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Larkin \_\_\_\_\_

Councilmember Larsen \_\_\_\_\_

Councilmember Tanner \_\_\_\_\_

Councilmember Kemp \_\_\_\_\_

Councilmember Anderson \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney



**Bush and Gudgell, Inc.**

**Engineers • Planners • Surveyors**

Salt Lake City - St. George

www.bushandgudgell.com

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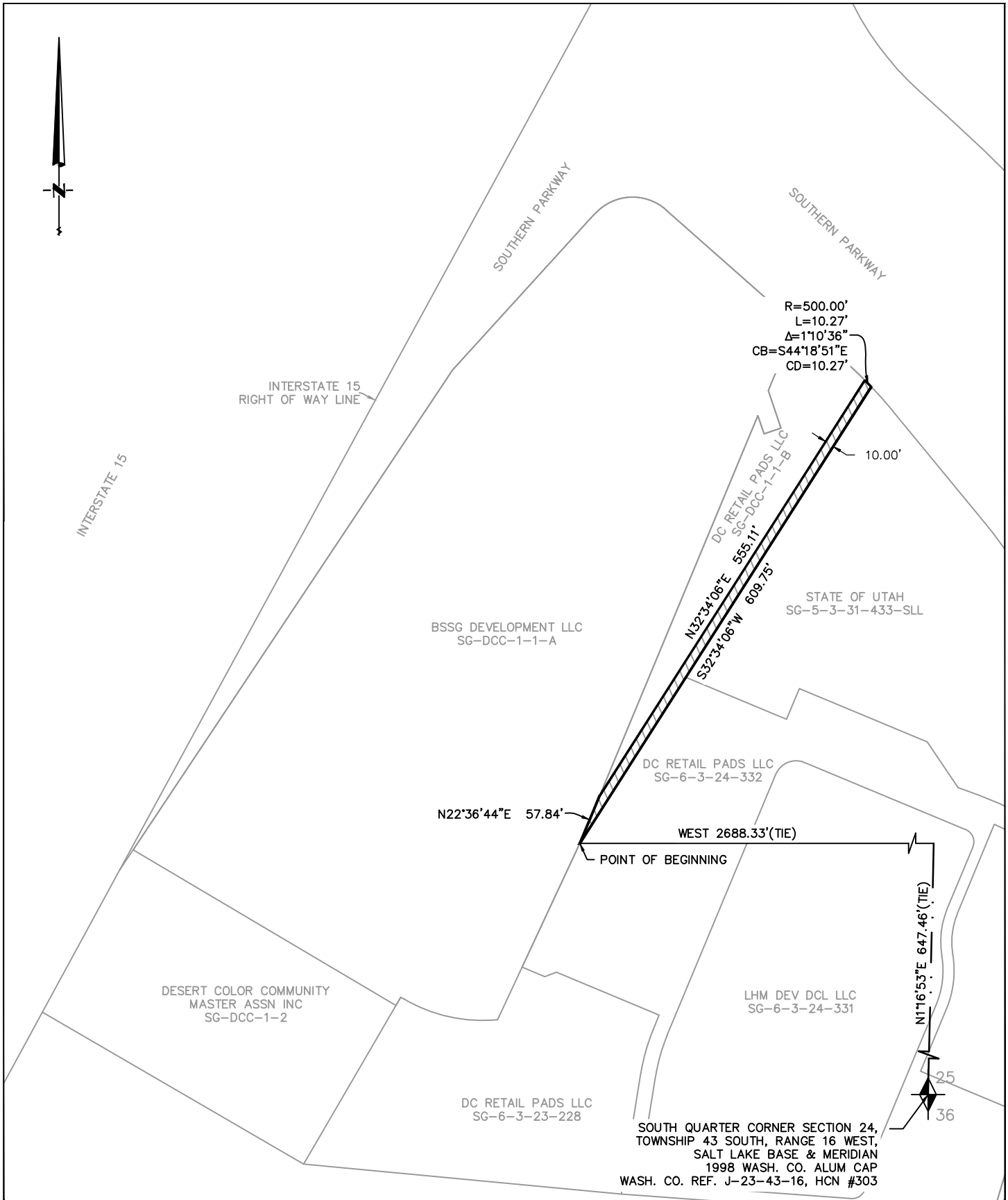
## **Exhibit A**

### **Desert Color Commercial Phase 1 - Lot 1 Easement Vacation Legal Description**

Vacating a portion of a 10 foot wide municipal utility easement as shown on Desert Color Commercial Phase 1, according to the official plat thereof, on file in the Office of the Washington County Recorder as Document No. 20220040217, more particularly described as follows:

Beginning at a point that lies North  $01^{\circ}16'53''$  East along the section line 647.46 feet and due West 2688.33 feet from the South Quarter Corner of Section 24, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North  $22^{\circ}36'44''$  East 57.84 feet; thence North  $32^{\circ}34'06''$  East 555.11 feet to a point on the southerly right-of-way line of Atkinville Interchange (UDOT Project No. HPP-LC53(33) Document No. 201000000332); thence along said line southeasterly along a 500.00 foot radius non-tangent curve to the right, (long chord bears South  $44^{\circ}18'51''$  East a distance of 10.27 feet), center point lies South  $45^{\circ}05'51''$  West through a central angle of  $01^{\circ}10'36''$ , a distance of 10.27 feet; thence South  $32^{\circ}34'06''$  West 609.75 feet to the point of beginning.

Containing 5,825 square feet or 0.13 acres.



**EXHIBIT B**  
EASEMENT VACATION  
B & G 261518



**BUSH & GUGGELL, INC.**  
Engineers - Planners - Surveyors  
205 East Tabernacle Suite #4  
St. George, Utah 84770  
Phone (435) 673-2337 / Fax (435) 673-3161



**Agenda Date:** 05/28/2026

**Agenda Item Number:** 04

**Subject:**

Public hearing and consideration of Ordinance No. 2026-041 vacating of a municipal utility easement located within the common and limited common area of South Desert Planned Development Phase 1 Subdivision.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Brad Petersen, Development Solutions Group

Reference Number: PLANLRE26-010

Address/Location:

5555 S Dahsani Lane (entire block area)

**Item History (background/project status/public process):**

The subdivision plat identifies Lots 102 thru 112 as building pads surrounded by common and limited common areas. During construction, it was determined that the home designs exceed the buildable pad areas shown on the recorded subdivision plat. The developer is proposing to amend the subdivision plat to reflect the actual building footprints. By vacating the adjoining municipal utility easements located within the common and limited common areas, and through the proposed plat amendment, the building pads for Lots 102 thru 112 will be expanded to accommodate the home designs.

**Staff Narrative (need/purpose):**

A subdivision amendment for South Desert Planned Development Phase 1 Partial Amendment A is currently under review as application PLANFPA26-011, through which new easements will be dedicated within the modified common and limited common areas.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

**Attachments**

When Recorded Return To:  
City of St. George  
City Recorder's Office  
61 S Main St  
St. George, UT 84770

**ORDINANCE NO. \_\_\_\_\_**

Tax ID: SG-SDPD-1-COMMON

**AN ORDINANCE VACATING A MUNICIPAL UTILITY EASEMENT  
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**

(Common and Limited Common Areas, South Desert Planned Development Phase 1 Subdivision)

**WHEREAS**, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a municipal utility easement located within the common and limited common areas of South Desert Planned Development Phase 1 Subdivision, according to the official plat thereof on file in the Office of the Washington County Recorder as Doc. No. 20230032798, said easement being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference; and

**WHEREAS**, the existing municipal utility easement located within said common and limited common areas is proposed to be reestablished in connection with the South Desert Planned Development Phase 1 Subdivision Partial Amendment A; and

**WHEREAS**, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; and

**WHEREAS**, the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the City;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of St. George, Washington County, Utah, as follows:

1. **Vacation of Easement:** The municipal utility easement located within common and limited common areas of South Desert Planned Development Phase 1 Subdivision, as more particularly described in Exhibit A and depicted in Exhibit B, is hereby vacated.
2. **Effective Date:** This Ordinance shall take effect upon adoption, recording, and posting in the manner required by law.

**PASSED AND ADOPTED** by the City Council of the City of St. George, Utah, on this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Larkin \_\_\_\_\_

Councilmember Larsen \_\_\_\_\_

Councilmember Tanner \_\_\_\_\_

Councilmember Kemp \_\_\_\_\_

Councilmember Anderson \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

# **EXHIBIT A**

## **SOUTH DESERT PLANNED DEVELOPMENT – PHASE 1 MUNICIPAL UTILITY EASEMENT VACATION BOUNDARY DESCRIPTION**

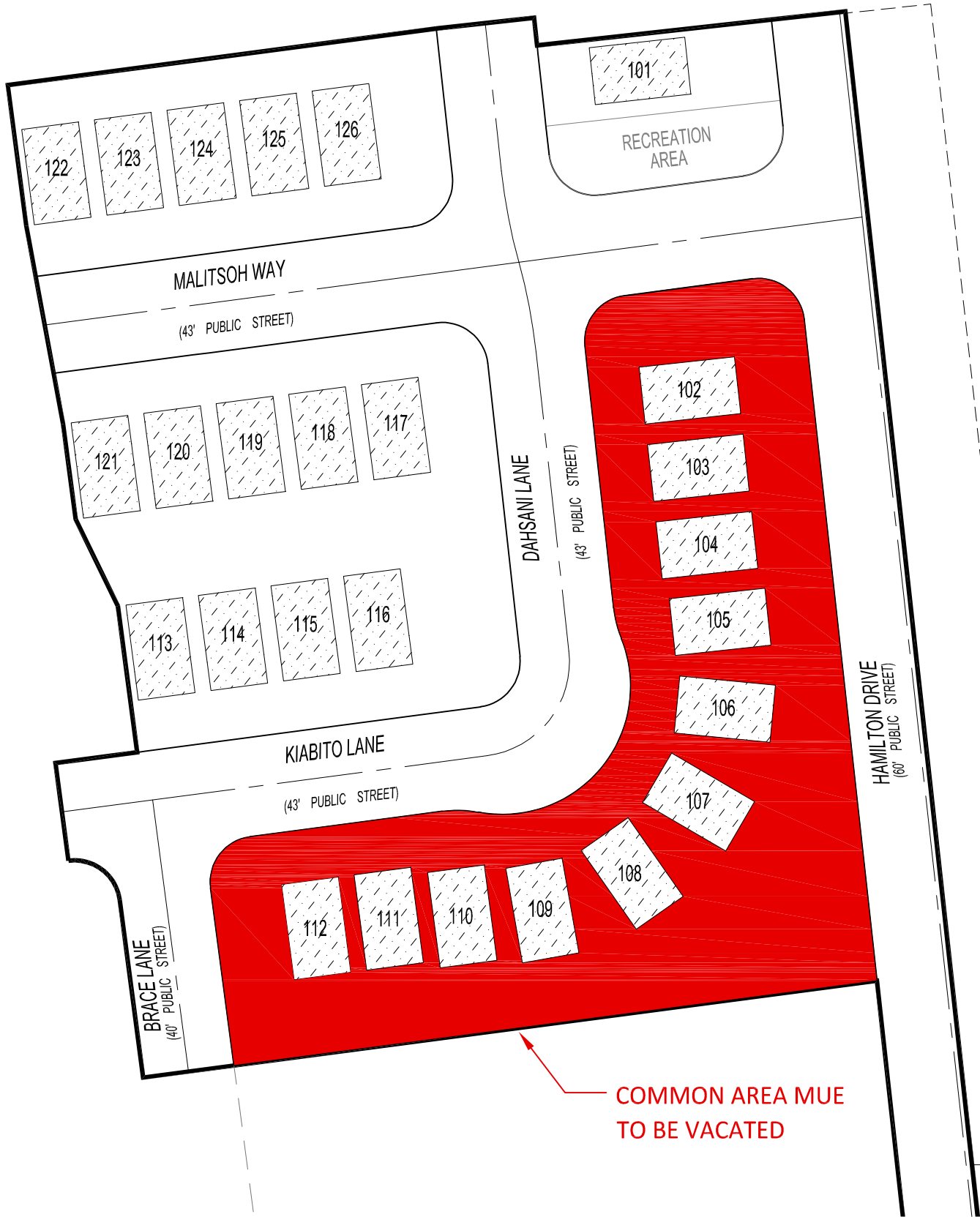
ALL OF THE COMMON AND LIMITED COMMON AREAS LOCATED WITHIN THE PORTION OF THE SOUTH DESERT PLANNED DEVELOPMENT – PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOC. NO. 20230032798, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF THE SOUTH DESERT PLANNED DEVELOPMENT – PHASE 1 SUBDIVISION AND THE NORTHEASTERLY CORNER OF THE SOUTH DESERT TOWNHOMES – PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 01°09'51" EAST ALONG THE SECTION LINE, A DISTANCE OF 1400.604 FEET AND NORTH 88°50'14" WEST 1332.113 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°42'48" WEST ALONG THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 28), AND RUNNING THENCE SOUTH 82°28'37" WEST ALONG THE COMMON BOUNDARY OF SAID SUBDIVISIONS, A DISTANCE OF 283.484 FEET TO A POINT OF THE EASTERLY RIGHT-OF-WAY LINE OF BRACE LANE, A PUBLIC STREET DEDICATED AS PART OF SAID SOUTH DESERT PLANNED DEVELOPMENT – PHASE 1 SUBDIVISION; THENCE ALONG SAID RIGHT-OF-WAY LINE AND THE RIGHT-OF-WAY LINES OF KIABATO LANE, DASHANI LANE, MALITSOH WAY, AND HAMILTON DRIVE, ALL PUBLIC STREETS DEDICATED AS PART OF SAID SUBDIVISION THE FOLLOWING (11) ELEVEN COURSES: (1) NORTH 07°31'23" WEST 78.265 FEET TO A POINT OF CURVATURE; (2) RUNNING NORTHEASTERLY ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.416 FEET; (3) NORTH 82°28'37" EAST 84.879 FEET TO A POINT OF CURVATURE; (4) RUNNING EASTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°15'29", A DISTANCE OF 15.933 FEET TO A POINT OF REVERSE CURVATURE; (5) RUNNING NORTHEASTERLY ALONG THE ARC OF A 56.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 122°44'29", A DISTANCE OF 119.966 FEET TO A POINT OF REVERSE CURVATURE; (6) RUNNING NORTHERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°44'10", A DISTANCE OF 13.732 FEET; (7) NORTH 06°16'13" WEST 115.198 FEET TO A POINT OF CURVATURE; (8) RUNING NORTHEASTERLY ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 88°44'50", A DISTANCE OF 30.979 FEET; (9) NORTH 82°28'37" EAST 56.604 FEET TO A POINT OF CURVATURE; (10) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°15'10", A DISTANCE OF 31.853 FEET; AND (11) SOUTH 06°16'13" EAST 290.898 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ALL OF LOTS 102 THROUGH 112, SOUTH DESERT PLANNED DEVELOPMENT – PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF

CONTAINS 48,285 SQ. FT., (1.108 ACRES)

# EXHIBIT B





**Agenda Date:** 05/28/2026

**Agenda Item Number:** 05

**Subject:**

Consider approval of Resolution No. 2026-007R tentatively adopting the FY 2026-27 City Manager Recommended Budget of the City of St. George and setting the public hearing dates.

**Item at-a-glance:**

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

**Item History (background/project status/public process):**

State law requires the recommended budget to be tentatively adopted and the public hearing dates to be set during a regular or special City Council meeting prior to considering adoption of the final budget in June. The final budget is required to be adopted before June 30th each fiscal year. The FY 2026-2027 City Manager Recommended Budget was presented to the City Council and made publicly available during the Thursday May 7, 2026 City Council Meeting. A copy of the FY 2027 budget is available on the city's website at [www.sgcityutah.gov/citybudget](http://www.sgcityutah.gov/citybudget) and through the City Recorder's Office. Tonight's item is to consider tentatively adopting the FY 2027 budget and to set the dates for this year's public hearings on the FY 2027 budget as Thursday June 4, 2026 and Thursday June 18, 2026 during the regularly scheduled City Council Meetings. Adoption of the Final FY 2027 budget is planned for Thursday June 18, 2026 following the public hearing. Staff recommends approval.

**Staff Narrative (need/purpose):**

State law requires the recommended budget to be tentatively adopted and the public hearing dates to be set during a regular or special City Council meeting prior to considering adoption of the final budget in June. The final budget is required to be adopted before June 30th each fiscal year. The FY 2026-2027 City Manager Recommended Budget was presented to the City Council and made publicly available during the Thursday May 7, 2026 City Council Meeting. A copy of the FY 2027 budget is available on the city's website at [www.sgcityutah.gov/citybudget](http://www.sgcityutah.gov/citybudget) and through the City Recorder's Office. Tonight's item is to consider tentatively adopting the FY 2027 budget and to set the dates for this year's public hearings on the FY 2027 budget as Thursday June 4, 2026 and Thursday June 18, 2026 during the regularly scheduled City Council Meetings. Adoption of the Final FY 2027 budget is planned for Thursday June 18, 2026 following the public hearing. Staff recommends approval.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.

**Attachments**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH  
TO TENTATIVELY ADOPT THE CITY MANAGER RECOMMENDED FY 2026-27  
BUDGET AND SET THE PUBLIC HEARING DATES.**

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to tentatively adopt a budget and to set a public hearing date to be held prior to adoption of the final budget with regard to the funds of the City; and

WHEREAS, the FY 2026-27 City Manager Recommended Budget was presented and filed with the City Council and made publicly available through the City's website and City Recorder's Office on the 7th day of May, 2026.

WHEREAS, the City Council held a work meeting on the FY 2026-27 City Manager Recommended Budget on the 21st day of May, 2026.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of St. George, Utah tentatively adopts the FY 2026-27 budget for the City of St. George, attached hereto as Exhibit "A" including all schedules thereto, subject to later amendment; and set the public hearing dates for the FY 2026-27 budget to be held on the 4th day of June, 2026 and the 18th day of June, 2026 during the regularly scheduled City Council meetings.

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 28TH DAY OF MAY, 2026

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Jimmie B Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

\_\_\_\_\_  
Ryan N Dooley, City Attorney

Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_



**Agenda Date:** 05/28/2026

**Agenda Item Number:** 06

**Subject:**

Consideration of Resolution No. 2026-008R to either accept or deny a Petition for Annexation for approximately 2.277 acres located at approximately 3430 East 3930 South.

**Item at-a-glance:**

Staff Contact: Wes Jenkins

Applicant Name: Jimmie & Tawny Hughes

Reference Number: N/A

Address/Location:

Approximately 3430 East 3930 South

**Item History (background/project status/public process):**

The property proposed for annexation is located at approximately 3430 East 3930 South and is identified as Tax ID No. 6615-A. This resolution is an initial step in the annexation process. If accepted, the City will proceed with the required statutory steps for review and consideration of the proposed annexation under Utah law.

**Staff Narrative (need/purpose):**

The City received a petition for annexation on Friday, May 15, 2026. Pursuant to Utah Code Section 10-2-807(1)(a)(ii)(A) if the City does not accept or deny the petition for annexation with 14 days after filing, then the petition is deemed accepted for further consideration.

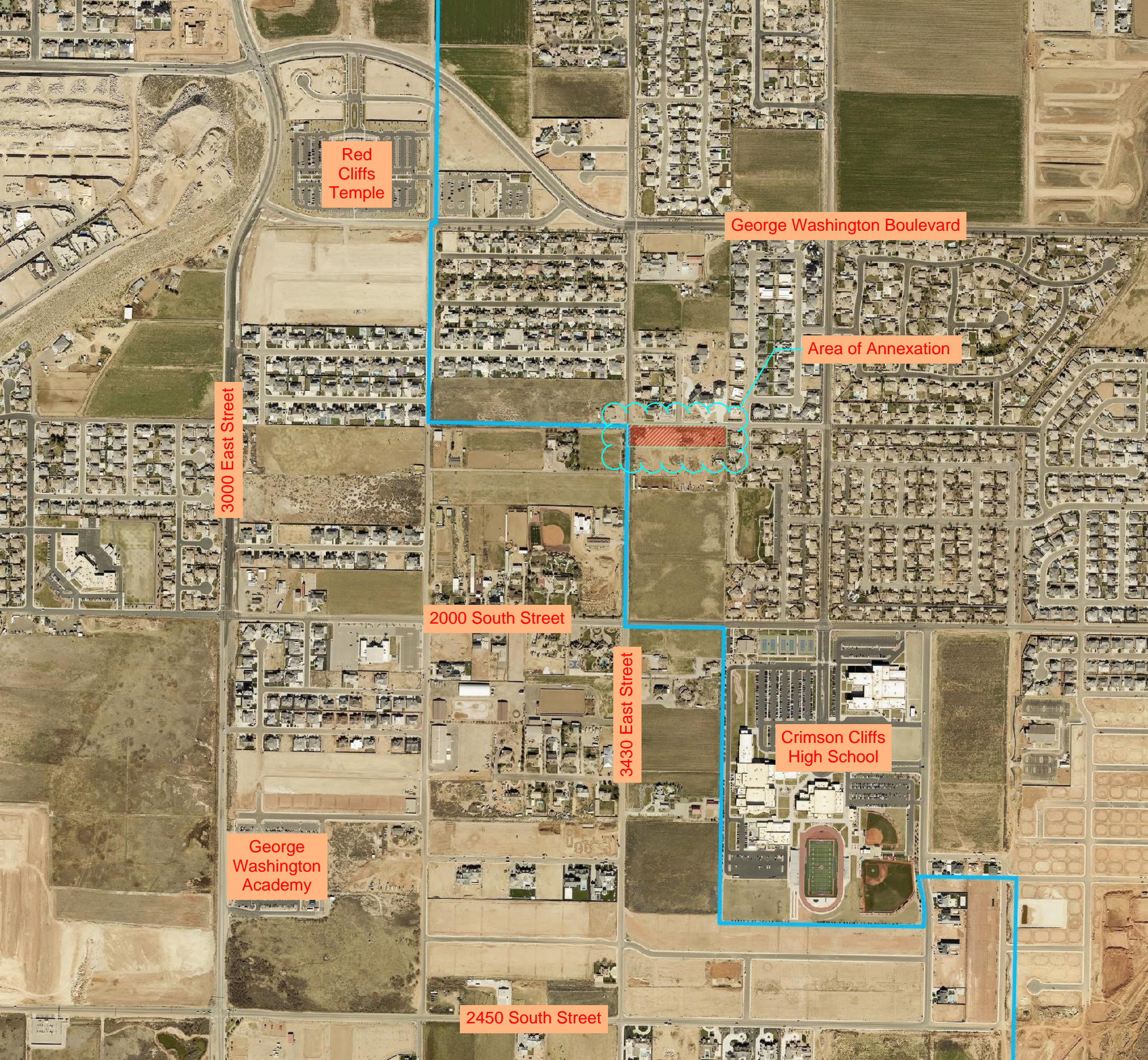
**Name of Legal Dept approver:** Kris Pearson

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

N/A

**Attachments**



Red Cliffs Temple

George Washington Boulevard

Area of Annexation

3000 East Street

2000 South Street

3430 East Street

Crimson Cliffs High School

George Washington Academy

2450 South Street

**CITY OF ST. GEORGE, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION OF THE TAWNY MEADOWS INTO THE CITY OF ST. GEORGE, UTAH (Jimmie & Tawny Hughes)**

WHEREAS, the City of St. George has received a Petition for Annexation from Jimmie Hughes, for approximately 2.277 acres in Washington County owned by Jimmie & Tawny Hughes to consider annexing it into the City of St. George. The property at issue is located at approximately 3430 East 3930 South, and is fully described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the property owner has requested this consideration for future development of the site, with proposed utility services from the City of St. George; and

WHEREAS, Utah Code Section 10-2-804 allows for annexation of property from the County into the City of St. George. The City of St. George desires to adopt a resolution today, accepting the Petition for Annexation filed by Jimmie Hughes, pursuant to Utah Code Section 10-2-807. It is the intent of the City of St. George to give notice as required by law, and hold a public hearing, on the issue of annexing the property into the City of St. George.

NOW, THEREFORE, the City of St. George hereby accepts the Petition for Annexation of the Tawny Meadows into the City of St. George and declares its intent to consider the request for the annexation following the procedures set forth in Utah Code Annotated Section 10-2-806, et. seq.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Dannielle Larkin, Mayor Pro Tem

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

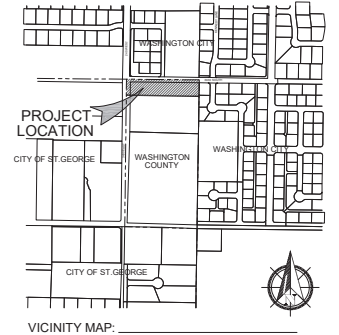
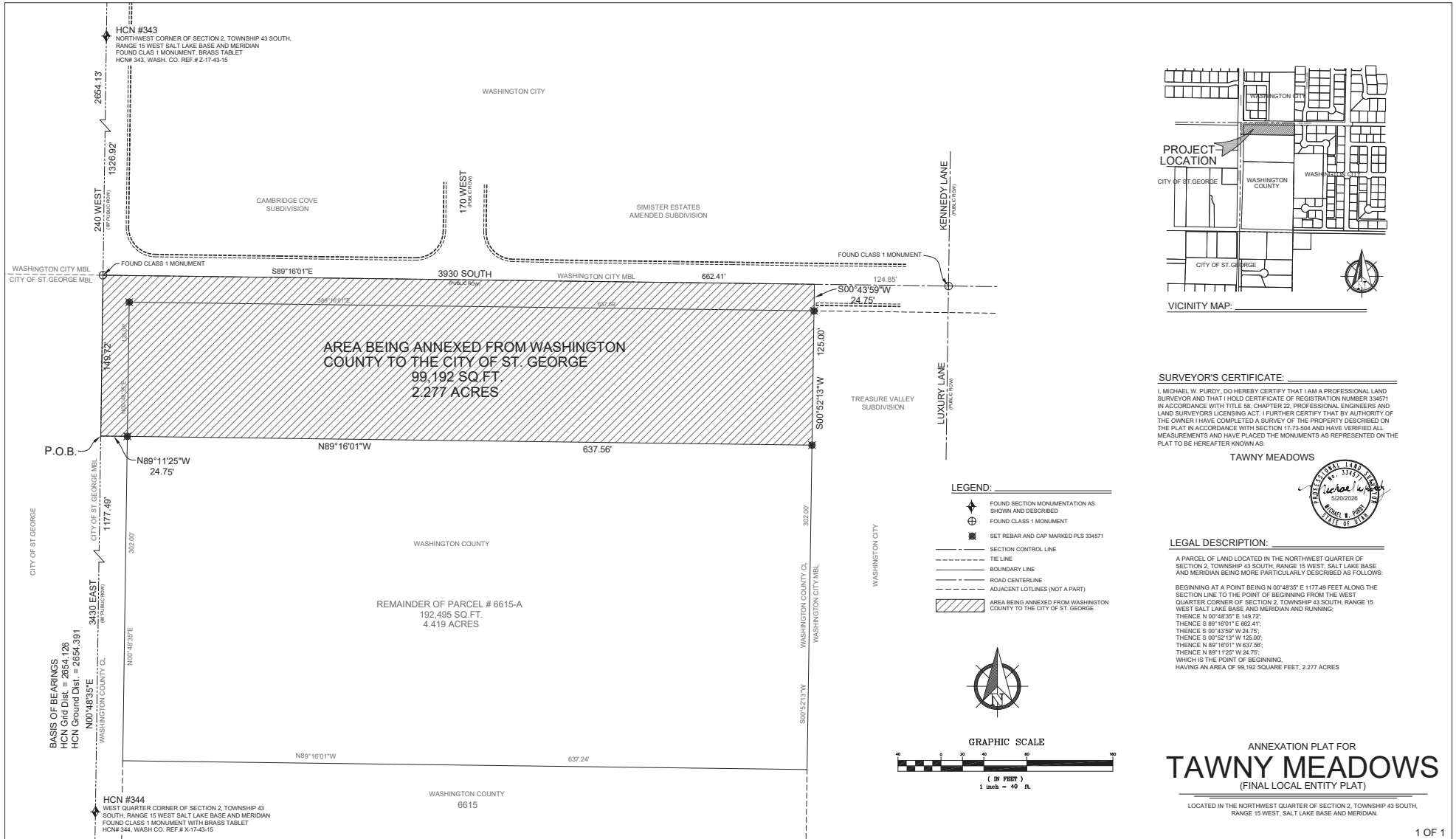
VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

\_\_\_\_\_  
Kristopher Pearson, Assistant City Attorney

# EXHIBIT A

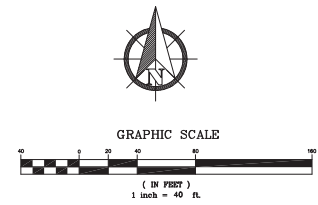


**SURVEYOR'S CERTIFICATE:**  
 I, MICHAEL W. PURDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION NUMBER 334571 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 11-73-504 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED THE MONUMENTS AS REPRESENTED ON THE PLAT TO BE HEREAFTER KNOWN AS:



**LEGAL DESCRIPTION:**  
 A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT BEING N 00°48'35\"/>

- LEGEND:**
- ◆ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
  - ⊕ FOUND CLASS 1 MONUMENT
  - SET REBAR AND CAP MARKED PLS 334571
  - SECTION CONTROL LINE
  - - - - - TIE LINE
  - BOUNDARY LINE
  - ROAD CENTERLINE
  - - - - - ADJACENT LOT LINES (NOT A PART)
  - ▨ AREA BEING ANNEXED FROM WASHINGTON COUNTY TO THE CITY OF ST. GEORGE



## ANNEXATION PLAT FOR TAWNY MEADOWS (FINAL LOCAL ENTITY PLAT)

LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN.

<p>75 EAST 100 NORTH                  IVINS, UTAH 84738                  (435) 313-2287</p>	<p><b>City Surveyor Approval</b></p> <p>I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 20____.</p> <p>_____                  City Surveyor                  City of St. George</p>	<p><b>County Surveyor Approval</b></p> <p>I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 20____.</p> <p>_____                  County Surveyor                  Washington County</p>	<p><b>City Attorney Approval</b></p> <p>Approved as to Form, this the _____ day of _____, 20____.</p> <p>_____                  City Attorney                  City of St. George</p>	<p><b>Approval and Acceptance by the City of St. George</b></p> <p>We, the Mayor and City Council of the City of St. George, UT, have reviewed the above subdivision Final plat and by authorization of said City Council, record in the minutes of its meeting of the _____ day of _____, A.D. 20____ hereby accept said Final Plat with all commitments and obligations pertaining thereto.</p> <p>Attest: City Recorder                  _____                  City of St. George</p> <p>Mayor Pro Tem                  _____                  City of St. George</p>	<p><b>Recorded Number</b></p> <p>_____</p> <p>Washington County Recorder</p>
	<p>City of St. George</p>				

**CITY OF ST. GEORGE, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION OF THE TAWNY MEADOWS INTO THE CITY OF ST. GEORGE, UTAH (Jimmie & Tawny Hughes)**

WHEREAS, the City of St. George has received a Petition for Annexation from Jimmie Hughes, for approximately 2.277 acres in Washington County owned by Jimmie & Tawny Hughes to consider annexing it into the City of St. George. The property at issue is located at approximately 3430 East 3930 South, and is fully described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the property owner has requested this consideration for future development of the site, with proposed utility services from the City of St. George; and

WHEREAS, Utah Code Section 10-2-804 allows for annexation of property from the County into the City of St. George. The City of St. George desires to adopt a resolution today, denying the Petition for Annexation filed by Jimmie Hughes, pursuant to Utah Code Section 10-2-807.

NOW, THEREFORE, the City of St. George hereby denies the Petition for Annexation of the Tawny Meadows into the City of St. George.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Dannielle Larkin, Mayor Pro Tem

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

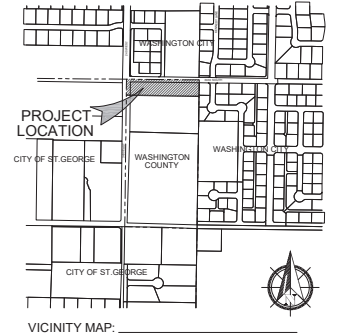
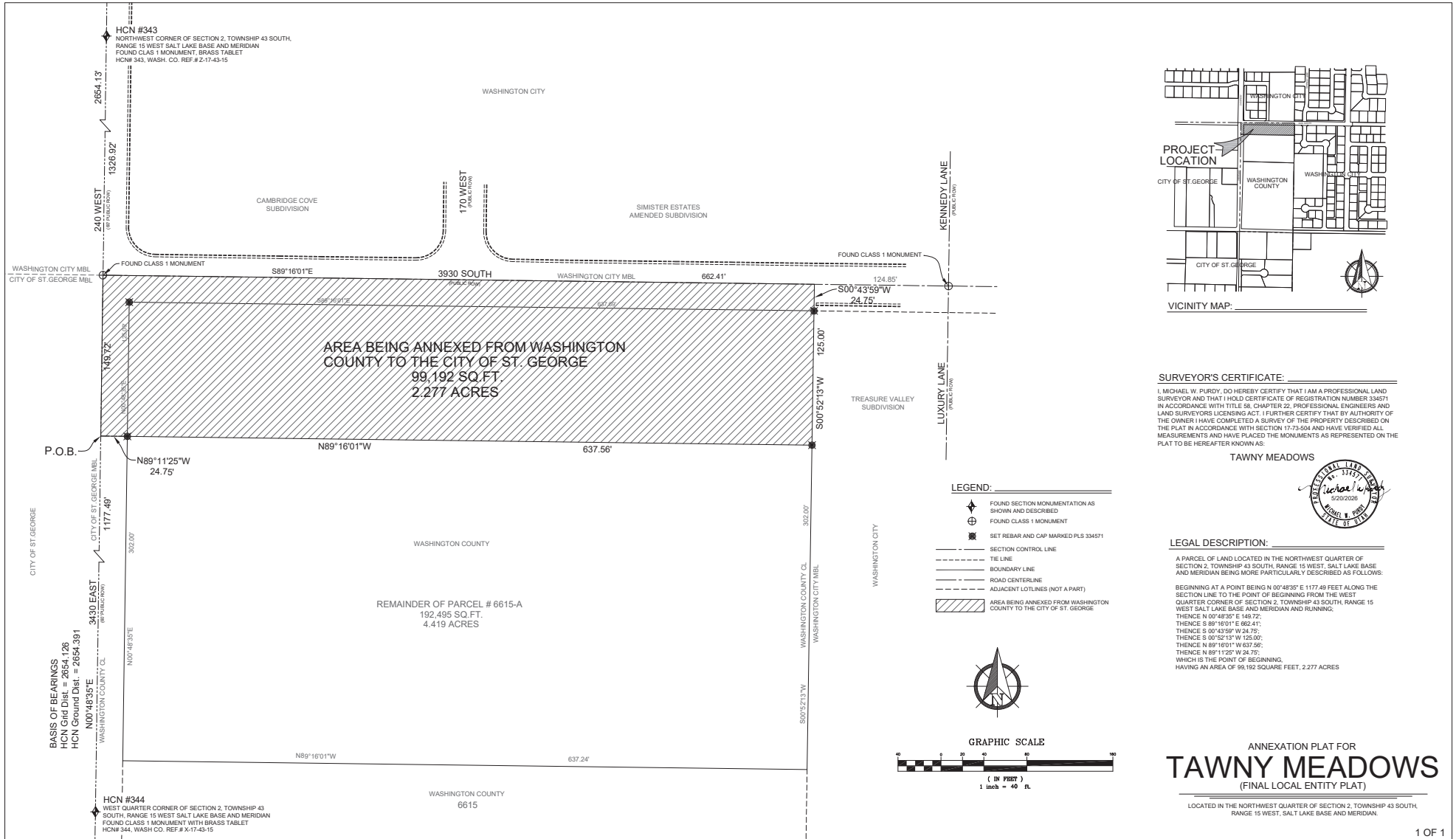
VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

\_\_\_\_\_  
Kristopher Pearson, Assistant City Attorney

# EXHIBIT A



**SURVEYOR'S CERTIFICATE:**

I, MICHAEL W. PURDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION NUMBER 334571 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-73-504 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED THE MONUMENTS AS REPRESENTED ON THE PLAT TO BE HEREAFTER KNOWN AS:



**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING N 00°48'35" E 1177.49 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING:  
 THENCE N 00°48'35" E 148.72';  
 THENCE S 89°16'01" E 662.41';  
 THENCE S 00°43'59" W 24.75';  
 THENCE S 00°52'13" W 125.00';  
 THENCE N 89°16'01" W 637.56';  
 THENCE N 89°11'25" W 24.75';  
 WHICH IS THE POINT OF BEGINNING.  
 HAVING AN AREA OF 99,192 SQUARE FEET, 2.277 ACRES

## ANNEXATION PLAT FOR TAWNY MEADOWS (FINAL LOCAL ENTITY PLAT)

LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN.

<p>75 EAST 100 NORTH                  IVINS, UTAH 84738                  (435) 313-2287</p>	<p><b>City Surveyor Approval</b></p> <p>I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 20____.</p> <p>_____                  City Surveyor                  City of St. George</p>	<p><b>County Surveyor Approval</b></p> <p>I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 20____.</p> <p>_____                  County Surveyor                  Washington County</p>	<p><b>City Attorney Approval</b></p> <p>Approved as to Form, this the _____ day of _____, 20____.</p> <p>_____                  City Attorney                  City of St. George</p>	<p><b>Approval and Acceptance by the City of St. George</b></p> <p>We, the Mayor and City Council of the City of St. George, UT, have reviewed the above subdivision Final plat and by authorization of said City Council, record in the minutes of its meeting of the _____ day of _____, A.D. 20____ hereby accept said Final Plat with all commitments and obligations pertaining thereto.</p> <p>_____                  Attest: City Recorder                  City of St. George</p> <p>_____                  Mayor Pro Tem                  City of St. George</p>	<p><b>Recorded Number</b></p> <p>_____</p> <p>Washington County Recorder</p>
	<p>City of St. George</p>				

**Agenda Date:** 05/28/2026

**Agenda Item Number:** 07

**Subject:**

Consider approval of Ordinance No. 2026-042 amending the City's General Plan by changing the general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 2.2 acres generally located west of the Tuscan Hills and Tuscan Heights development. (Case No. 2026-GPA-005 - Larson Property)

**Item at-a-glance:**

Staff Contact: Brenda Hatch

Applicant Name: Jared Madsen

Reference Number: 2026-GPA-005

Address/Location:

Generally located west of the Tuscan Hills and Tuscan Heights development.

**Item History (background/project status/public process):**

The General Plan on the subject property calls for LDR (Low Density Residential). LDR, OS (Open Space), and SL (Sensitive Land) are prevalent in the area. With some of the changes anticipated in the area, the applicant is asking for a change of general plan designation from LDR (Low Density Residential) to COM (Commercial) on 2.2 acres of their property. At their meeting held on April 28, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 6-0; there were two public comments with concerns about the potential commercial uses at the site.

**Staff Narrative (need/purpose):**

The General Plan in this particular area has traditionally anticipated a primarily residential development pattern. Some things have changed over the years which has prompted this request for a change in General Plan designation. First, is the planning and impending construction of Gap Canyon Drive. Second, the adjacent property to the north is in the middle of master planning their property and will likely bring an application forward in the near future. Third, the adjacent property to the west recently changed General Plan designation from LDR to COM in anticipation of Gap Canyon Drive being completed to the north of the property. Because of the activity in Divario, Sky Rocket Road, and Dixie Drive have been top of mind. As development continues to proceed along Dixie Drive and the Tonaquint/Green Valley areas, the need for commercial development will continue to increase.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

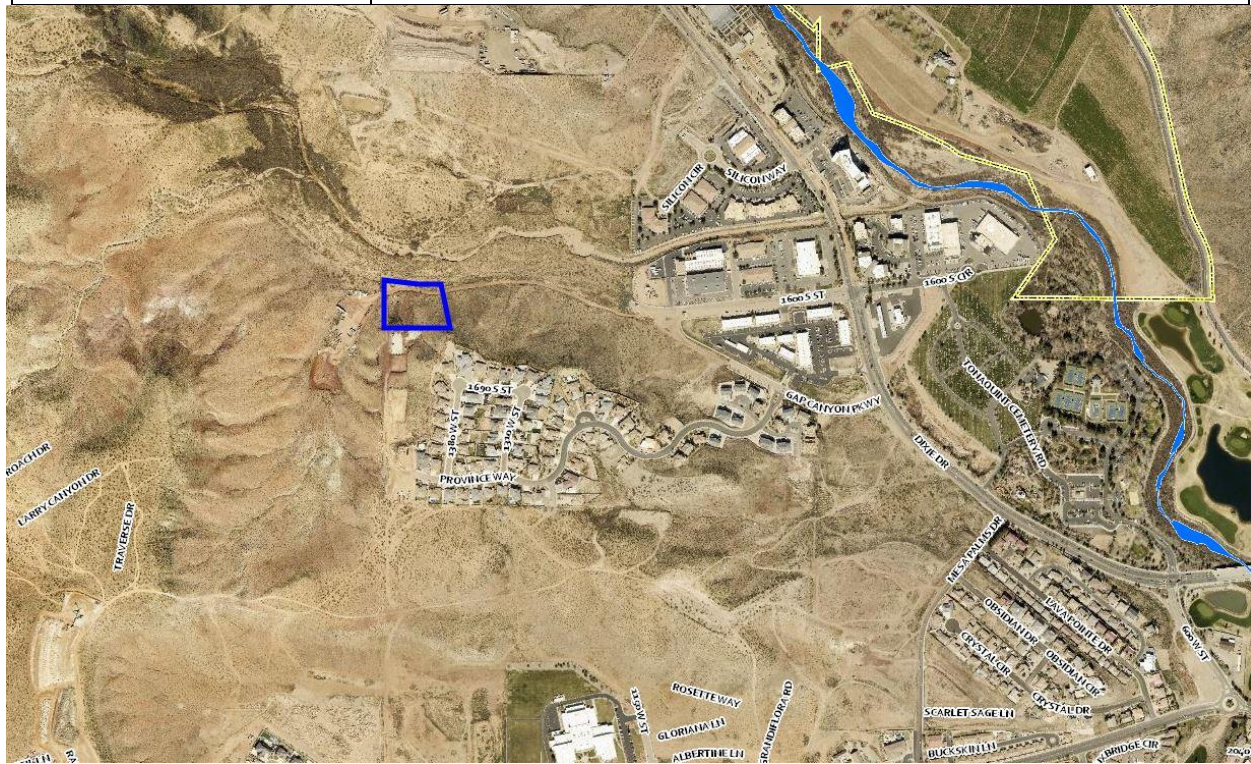
**Recommendation (Include any conditions):**

The Planning Commission recommended approval with a 6-0 vote and no conditions.

**Attachments**

PLANNING COMMISSION AGENDA REPORT: **04/28/2026**  
CITY COUNCIL AGENDA REPORT: **05/28/2026**

<b>Larson Property GPA</b> General Plan Amendment (Case No. 2026-GPA-005)	
<b>Request:</b>	Consider a change to the General Plan future land-use map from LDR (Low Density Residential) to COM (Commercial). The site is approximately 2.2 acres and generally located west of the Tuscan Hills and Tuscan Heights development.
<b>Applicant:</b>	JTM Sky LLC
<b>Representative:</b>	Jared Madsen
<b>Location:</b>	Generally located west of the Tuscan Hills and Tuscan Heights development.
<b>Existing General Plan:</b>	LDR (Low Density Residential) and SL (Sensitive Land)
<b>Proposed General Plan:</b>	COM (Commercial)
<b>Existing Zoning:</b>	PD-R (Planned Development Residential)
<b>Land Area:</b>	Approximately 2.2 acres



**BACKGROUND:**

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. The General Plan in this particular area has traditionally anticipated a primarily residential development pattern. Some things have changed over the years which has prompted this request for a change in General Plan designation.

First, is the planning and impending construction of Gap Canyon Drive. Gap Canyon Drive (formerly Plantations) has been discussed and master planned for years but an exact alignment has only been determined as property owners have started preparations for development. The subject property is a single, approximately 7.5 acre parcel currently, but is likely to be developed residentially. That said, due to the proximity to Gap Canyon Drive, and given the potential commercial development on adjacent properties, the applicant sees the northern 2.2 acres best suited to develop commercially. Hence, the request for a commercial designation.

Second, as previously alluded to, the adjacent property to the north is in the middle of master planning their property and will likely bring an application forward in the very near future. This has been a work in progress through multiple years. When the General Plan was approved in June of 2025, master planning this area was still under consideration of the property owners. They have since come to a consensus and will bring that application forward in the near future.

Because of the activity in Divario, specifically with Planning Areas (PA) 1-3 along with Grand View, the lower portion of Gap Canyon, Sky Rocket Road and Dixie Drive have been top of mind. As development continues to proceed along Dixie Drive and the Tonaquint/Green Valley areas, the need for commercial development will continue to increase.

**RECOMMENDATION:**

The Planning Commission held a public hearing on April 28, 2026. Two public comments were made at the meeting with concerns about the type of commercial uses that could potentially go at this location. The Planning Commission recommends approval of the General Plan Amendment with a 6-0 vote.

**ALTERNATIVES:**

1. Approve this General Plan Amendment.
2. Deny this General Plan Amendment
3. Continue the proposed General Plan Amendment to a future date.

**POSSIBLE MOTION:**

“I move that we approve the Larson Property General Plan Amendment, based on the findings listed in the staff report.”

**FINDINGS FOR APPROVAL:**

1. The proposed land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
2. The proposed land use amendment is strategically supported by the proximity of the northern 2.2 acres of the 7.5-acre parcel to the impending Gap Canyon Drive, enhancing accessibility and making the site suitable for commercial development without adversely impacting the surrounding area.
3. The proposed land use amendment aligns with the master planning of the adjacent northern property, which is expected to propose commercial development soon, as well as the western property, which recently changed to commercial, ensuring a cohesive and compatible development pattern in the region.
4. The proposed land use amendment addresses the growing demand for commercial services driven by ongoing development in Divario's Planning Areas 1-3, Grand View, Sky Rocket Road, and Dixie Drive, supporting the needs of the expanding Tonaquint/Green Valley communities.
5. The proposed land use amendment will promote economic growth and community benefits by providing opportunities for commercial services, reducing the need for residents to travel outside the area for amenities, and supporting balanced development.

**Exhibit A**  
**Applicant's Narrative**

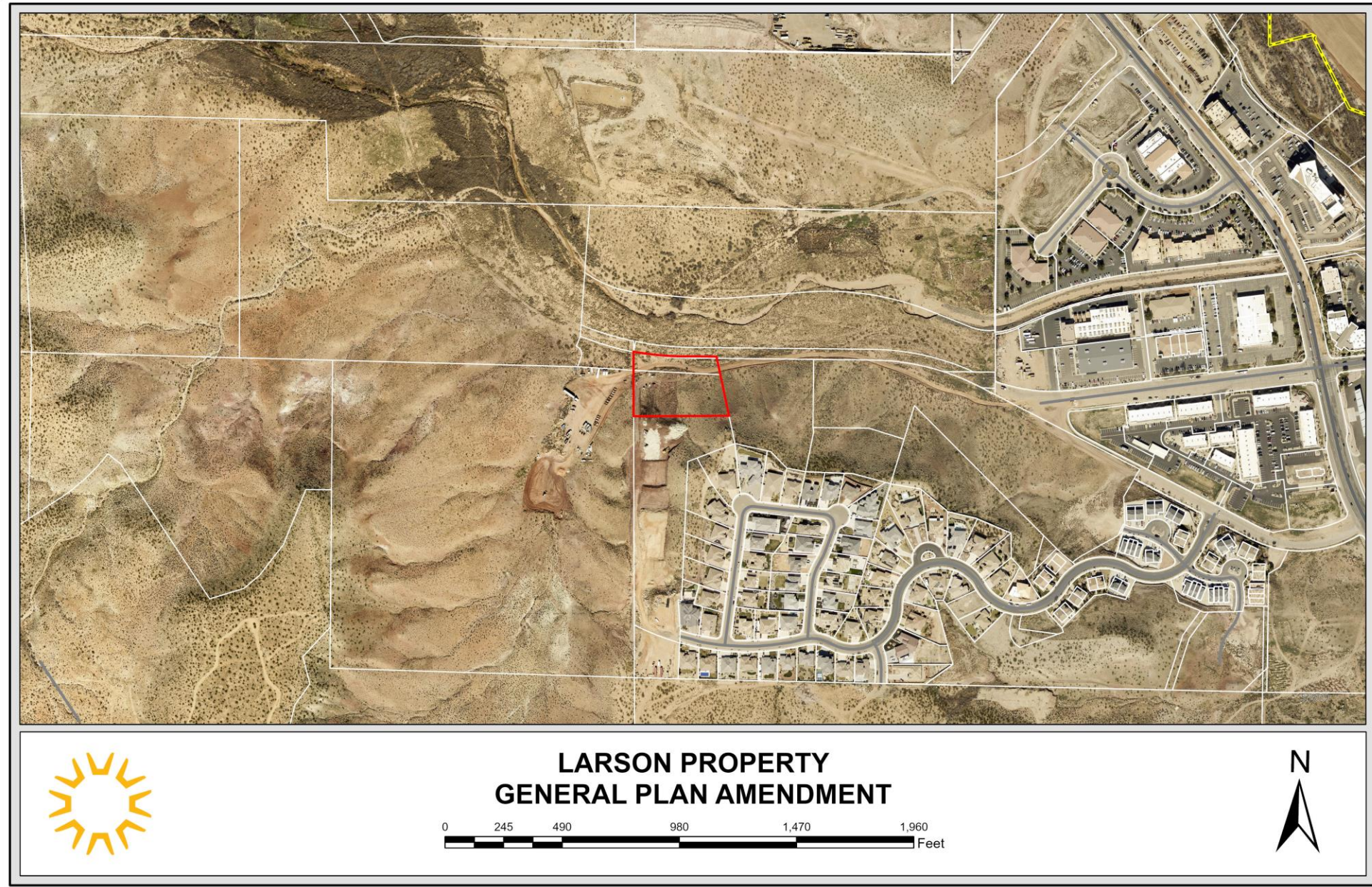
**Exhibit B**  
**PowerPoint Presentation**



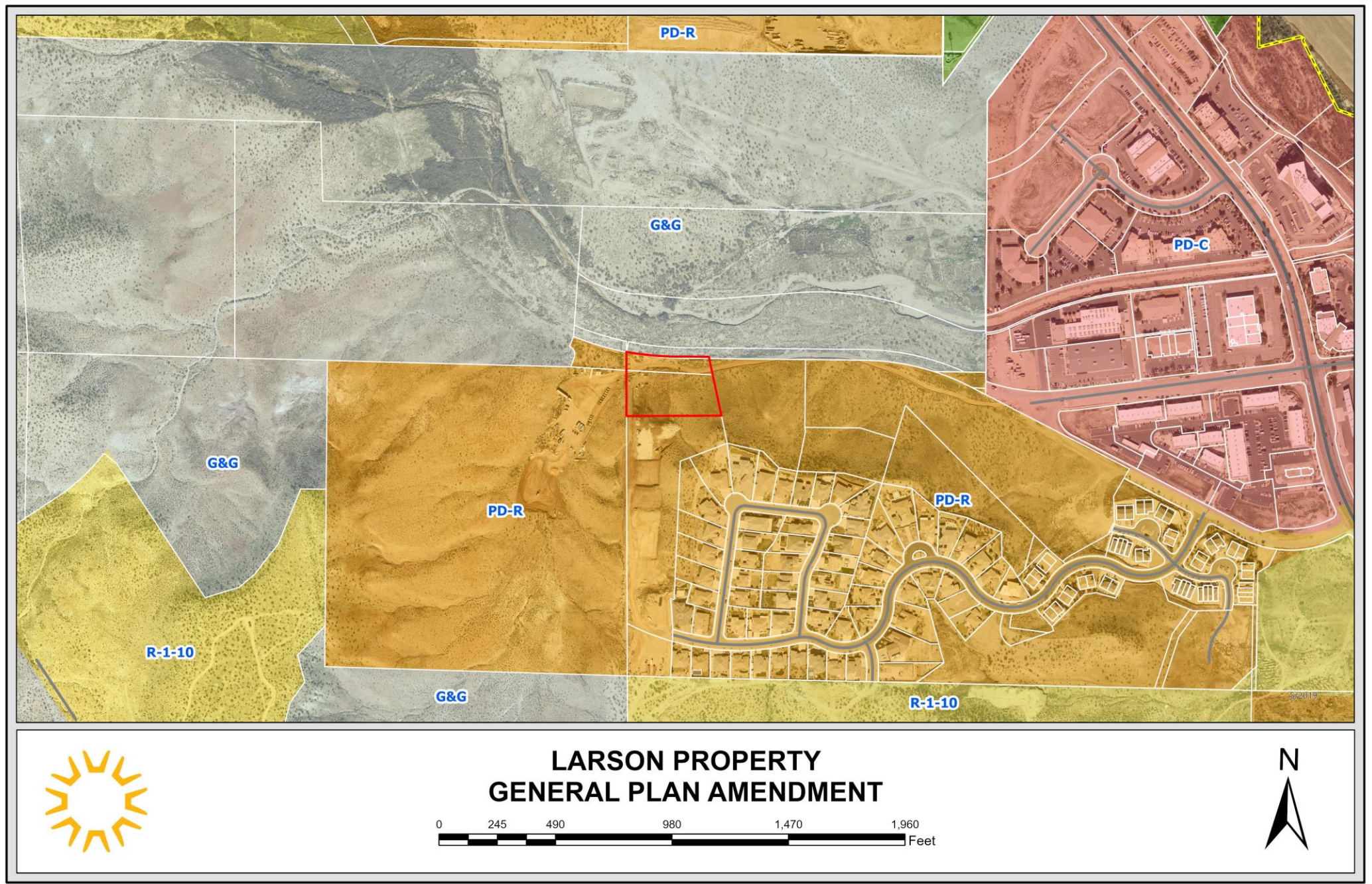
# Larson Property General Plan Amendment

2026-GPA-005

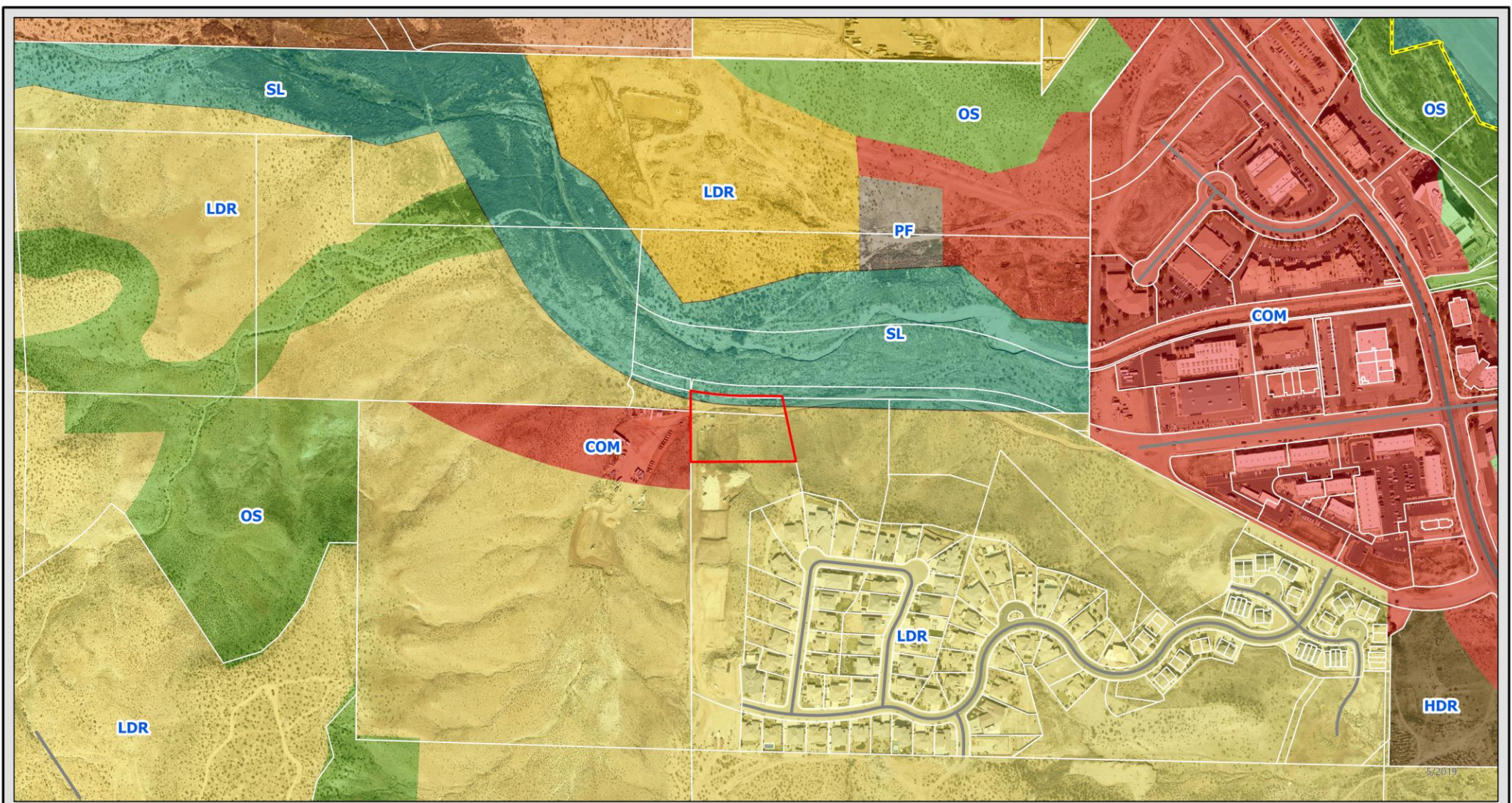
# Aerial Map



# Zoning Map



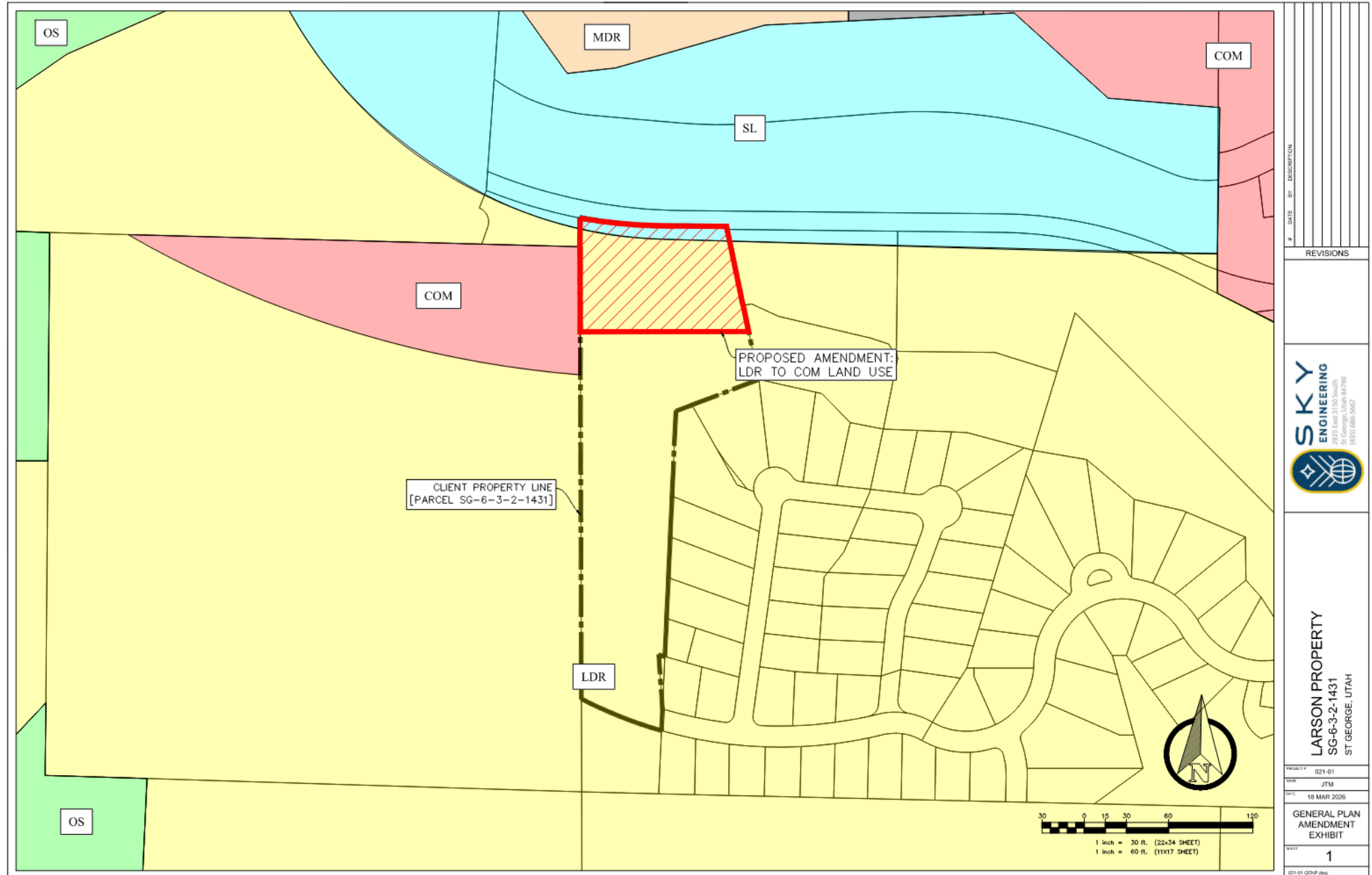
# Land Use Map



## LARSON PROPERTY GENERAL PLAN AMENDMENT



# Site Map



## **Recommendation:**

The Planning Commission held a public hearing on April 28, 2026. Two public comments were made at the meeting with concerns about the type of commercial uses that could potentially go at this location. The Planning Commission recommends approval of the General Plan Amendment with a 6-0 vote.

## **Possible Motion:**

“I move that we approve the Larson Property General Plan Amendment, based on the findings listed in the staff report.”

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 2.2 ACRES GENERALLY LOCATED WEST OF THE TUSCAN HILLS AND TUSCAN HEIGHTS DEVELOPMENT FOR A PROJECT TO BE KNOWN AS LARSON PROPERTY.**

(Larson Property)

**WHEREAS**, the applicant has requested an amendment to the General Plan Future Land Use Map from LDR (Low Density Residential) to COM (Commercial) on approximately 2.2 acres generally located west of the Tuscan Hills and Tuscan Heights development; and

**WHEREAS**, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on May 28, 2026; and

**WHEREAS**, the Planning Commission held a public hearing on this request on April 28, 2026, and recommended approval with a 6-0 vote; and

**WHEREAS**, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George; and

**WHEREAS**, the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the City.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Enactment.** The City General Plan Future Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) to COM (Commercial) on approximately 2.2 acres generally located west of the Tuscan Hills and Tuscan Heights development and more specifically described on Exhibit "A" attached hereto and incorporated herein.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect immediately on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 28<sup>th</sup> day of May 2026.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

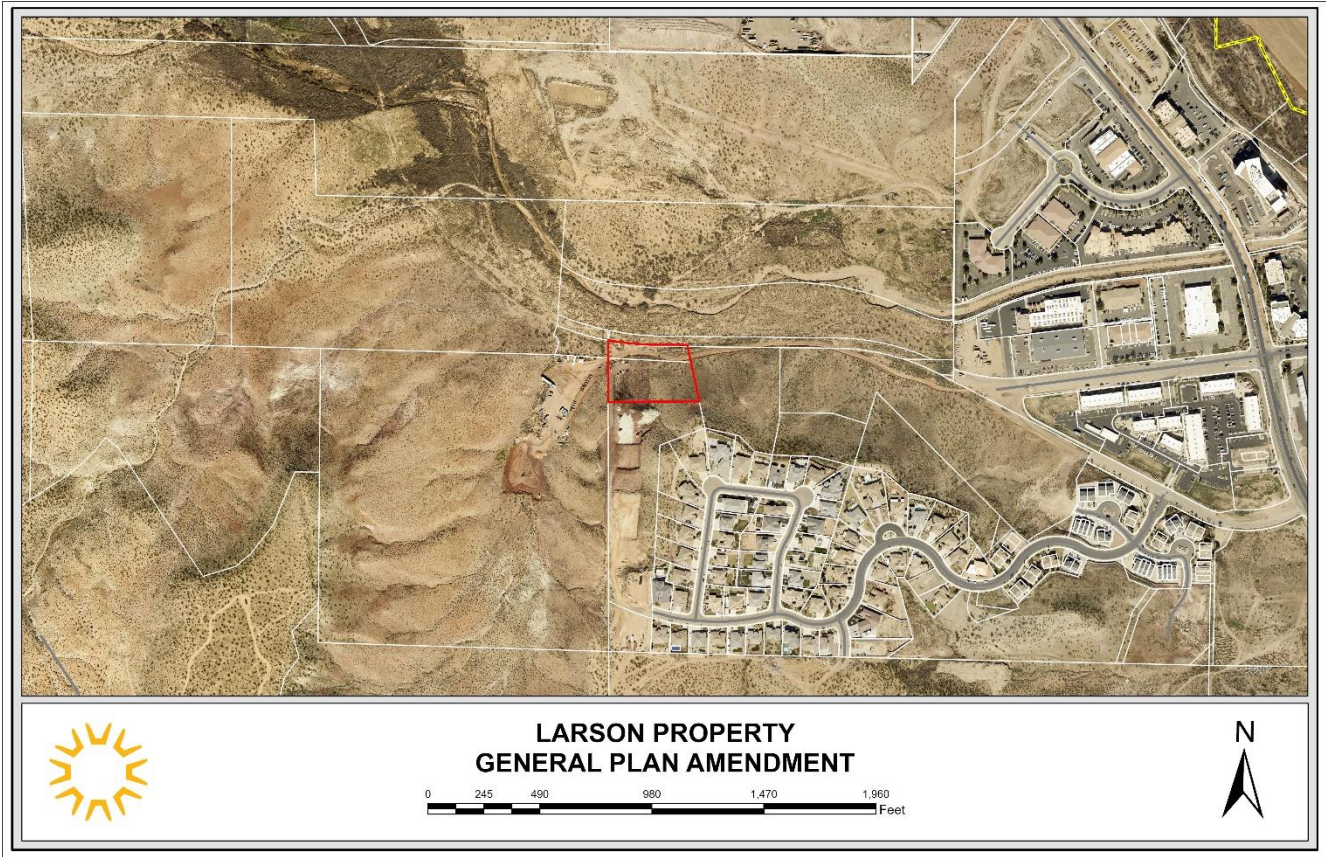
\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____
Councilmember Anderson	_____

# Exhibit "A"

## Location of General Plan Amendment for Larson Property





**Agenda Date:** 05/28/2026

**Agenda Item Number:** 08

**Subject:**

Consider approval of Ordinance No. 2026-043 amending the Atkinville Interchange Area Zone Planned Development Commercial zone on approximately 3.04 acres generally located east of Pioneer Road and north of Sun River Parkway. (Case No. 2026-PDA-010 - Irvine Mixed Commercial Use)

**Item at-a-glance:**

Staff Contact: Dan Boles

Applicant Name: Eric Mcfadden

Reference Number: 2026-PDA-010

Address/Location:

Generally located east of Pioneer Road and north of Sun River Parkway.

**Item History (background/project status/public process):**

The proposal is for a new, three story mixed commercial use building. The underlying general plan is PD (Planned Development). At their meeting held on April 28, 2026, the Planning Commission held a public hearing, and recommended approval with two conditions, with a vote of 6-0; there were no public comments.

**Staff Narrative (need/purpose):**

This is a request to approve the conceptual site plan, landscape plan, elevations, and renderings for the Irvine mixed commercial use building in Sun River Commons located in the Atkinville Interchange Planned Development. Any new site plan or changes within an approved PD-C zone require a PD amendment.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Planning Commission recommended approval with a vote of 6-0 with the following conditions:1. That the applicant shall meet all requirements found in Title 10 of the Zoning Regulations or the Atkinville Interchange Area Zone Plan as applicable.2. That the increased building height request be limited to 48 feet 6 inches as depicted on the elevations.

**Attachments**

PLANNING COMMISSION AGENDA REPORT: **4/28/2026**

CITY COUNCIL AGENDA REPORT: **5/28/2026**

<b>Irvine Mixed Commercial Use</b> Planned Development Amendment (Case No. 2026-PDA-010)	
<b>Request:</b>	Consider an ordinance amending an approved Planned Development Commercial (PD-C) zone for the design and site plan of a new three-story, mixed commercial use building on approximately 3.04 acres.
<b>Applicant:</b>	Premier Design and Engineering, Inc.
<b>Representative:</b>	Eric Mcfadden
<b>Location:</b>	The property is generally located east of Pioneer Road and north of Sun River Parkway.
<b>General Plan:</b>	COM (Commercial)
<b>Existing Zoning:</b>	PD-C (Planned Development Commercial)
<b>Surrounding Zoning:</b>	North   PD-C (Planned Development Commercial)
	South   PD-C (Planned Development Commercial)
	East   PD-C (Planned Development Commercial)
	West   PD-C (Planned Development Commercial)
<b>Land Area:</b>	Approximately 3.04 acres



**BACKGROUND AND PROPOSAL:**

This project site is located within the Sun River Commons area and falls in the Atkinville Interchange Area Zone Plan (AIZP), specifically within Planning Area 2.1. The applicant is proposing the development of a new three-story, mixed commercial use building that would include office, retail, and restaurant space. Permitted uses align with those listed in the City of St. George Highway Commercial (C-2) zone.

The proposed building would have a footprint of 22,744 square feet, occupying approximately 17.2% of the site. Site access would be provided via a private driveway connected to Pioneer Road. Access to the property will come from the Municipal Utility and Public Access Easement along the east boundary. This access also provides access for Les Schwab and Home 2 Suites. This will connect to the existing development to the south, providing access from the north and the south of the property. The commercial building would offer office spaces in the east three-story section of the structure with retail and restaurant spaces in the west single-story section. The building height is proposed at 48 feet 6 inches to the top of the parapet. The nearest residential property is approximately 1000 feet north of the project site.

The building is proposed to be constructed using a variety of materials, including EIFS (Exterior Insulation and Finish System), brick, siding, and metal paneling. The color palette includes several finishes such as sawgrass, modular brick, blond pear and autumn cherry siding, pearly white EIFS, and Brooklyn steel metal siding. Elevation drawings have been submitted and are included in this packet for reference.

Parking will follow section 10-19 of the City Code, with ratios of 1 parking space for each 250 sq. ft. of office, retail, or kitchen area, and 1 space for each 100 sq. ft. of dining room area. This building has a proposed 24,694 sq. ft. of office area, requiring 98.77 parking spaces; 4,365 sq. ft. of retail area, requiring 17.46 spaces; 3,892 sq. ft. of kitchen area, requiring 15.56 spaces, and 7,229 sq. ft. of dining area, requiring 72.29 spaces. Based on this breakdown, approximately 72% of the west retail and restaurant space could be restaurants, meaning 7 of the 10 tenant spaces could accommodate restaurant uses. With these calculations, required parking would be 205 stalls and 205 stalls have been proposed.

Please see the table below for a summary of the zoning requirements.

<b>Zoning Requirements</b>			
<b>Regulation</b>	<b>Section Number</b>	<b>Proposal</b>	<b>Staff Comments</b>
<b>Setbacks</b>	10-8D-6 & AIZP	Proposed setbacks: Front - ~50' Rear - ~87'	Required setbacks: Front, rear from public streets – 25' Building Separation – 0'
<b>Pedestrian Circulation Plan</b>	10-8-6	Pedestrian circulation is shown on the plans	During site plan review, staff will ensure code compliance.

<b>Uses</b>		Office, retail, and restaurant	Office, retail, and restaurant are permitted uses.
<b>Height and Elevation</b>	10-8D-6 & AIZP	48'6" building height	The AIZP has a maximum building height of 35', with architectural features up to 45'
<b>Phasing Plan</b>	10-8D-2	No phasing proposed.	No comment.
<b>Landscape Plan</b>	10-8D-2 & AIZP	Conceptual landscape plan provided (approx. 15.5% of site)	The landscaping seems to be sufficient. During site plan review, staff will ensure code compliance.
<b>Utilities</b>	10-8D-2	Conceptual utility plan provided	Utilities will be reviewed in detail during site plan review. No significant issues are anticipated based on the conceptual plan and with the recommended conditions.
<b>Signs</b>	10-8D-2	Signage not provided.	Signs will be approved through the sign permit process and be required to follow the Sun River Commons Master Sign Plan.
<b>Lighting</b>	10-8D-2, 10-14-1	A photometric plan has been included	Site lighting appears to meet the requirements found in Title 10-14
<b>Lot Coverage</b>	10-8D-6 & AIZP	Conceptual plan shown (17.2%)	The site plan meets lot coverage regulations < 50%
<b>Solid Waste</b>	10-8D-6	Solid waste receptacle location is shown on the site plan.	Located away from the public street and includes a solid wall to screen from right of ways.
<b>Landscaping</b>	AIZP	Minimum 10% across project site	Conceptual landscaping exceeds AIZP requirement by providing 15.5% of the project site.
<b>Parking</b>	10-19-5	205 parking stalls	205 parking stalls required; 1 stall per 250 sf of office, retail, and kitchen and 1 stall per 100 sf of dining area.
<b>EVCS &amp; Bike Parking</b>	10-19-6	Bike parking and electric vehicle parking are shown on plans.	During site plan review, staff will ensure the plans meet the EVCS and bike parking requirements.

**Increased Height Request**

The AIZP currently permits a maximum building height of 35 feet, with architectural features allowed up to 45 feet. The applicant is requesting an amendment to the Zone Plan to increase the allowable height for this site. The proposed amendment would allow a building height of 48 feet 6 inches. For comparison, the existing Hampton Inn & Suites on Sun River Parkway, also within the AIZP and subject to the same height regulations, received City Council approval for a building height increase to 59 feet, with architectural features reaching 67 feet 10 inches. Additionally, the professional office building south of the project site received City Council approval for a building height of 50 feet. The Home 2 Suites hotel to the north also received City Council approval for a building height of 46

feet 4 inches with an architectural height of 53 feet 5 inches. The applicant's justification for the proposed height increase is included in the submitted narrative and expanded below.

1. **Significant Setbacks:** The project features large setbacks from neighboring properties, minimizing impacts on adjacent areas. The proposed commercial building is approximately 1000 feet away from the nearest residential property.
2. **Enhanced Landscaping:** The site includes 15.5% landscaping, exceeding the AIZP's 10% minimum, enhancing visual appeal and buffering.
3. **Appropriate Mass, Architectural Design, and Scale:** The proposed height aligns with the area's commercial character, which includes other hotels and large buildings (see descriptions of the Hampton Inn & Suites, professional office building, and Home 2 Suites above)



**RECOMMENDATION:**

The Planning Commission held a public hearing on April 28, 2026, and recommended approval of this PD Amendment with a vote of 6-0 with the following conditions:

1. That the applicant shall meet all requirements found in Title 10 of the Zoning Regulations or the Atkinville Interchange Area Zone Plan as applicable.
2. That the increased building height request be limited to 48 feet 6 inches as depicted on the elevations.

**ALTERNATIVES:**

1. Approve as presented.
2. Approve with modified conditions.
3. Deny the request.
4. Continue the proposed PD amendment to a later date.

**FINDINGS FOR APPROVAL:**

1. The proposed amendment meets the requirements of Title 10-8D and the Atkinville Interchange Area Zone Plan, with approval of an amendment to the building height.

2. There will be adequate parking on site to facilitate the development.

**POSSIBLE MOTION:**

“I move that we approve the PD Amendment for Irvine Mixed Commercial Use, Case No. 2026-PDA-010, based on the findings and subject to the conditions listed in the staff report.”

## Exhibit A Applicants Narrative



April 3, 2026

Parcel: SG-SURC-5-A-1

Project: Irvine Mixed-Use

Subject: Planned Development Amendment Narrative of the proposed development

The Irvine Mixed Use project is situated on the Southeast 3.03 acres of parcel # SG-SURC-5-A-1, recorded as Sun River Commons, Phase 5. The proposed site will consist of a Mixed-Use Office, Retail & Food building and associated improvements as follows:

Total Site Area = 132,330 Sq.ft.

Mixed-Use building (Footprint) = 22,744 Sq.ft. (17.2% of the site)

Parking lot & Sidewalks = 89,098 Sq.ft. (67.3% of the site)

Landscaping = 20,488 Sq.ft. (15.5% of the site)

The site & building have been designed in a manner to minimize wall mass along Pioneer Road, with a setback of 427 (feet) from the Pioneer Road right of way.

The property is situated as follows: North is Home 2 Suites, East is Interstate 15, South is existing commercial development, and West will be future development within the Sun River Commons Phase 5.

Access to the property will come from the existing Municipal Utility & Public Access Easement along the East boundary (which also provides access for Les Schwab & Home 2 suites). This access will be improved through this project and connected to existing development to the south. Providing access from both ends.

The property is Zoned PD-C, but is part of the Atkinville Interchange Area Zone Plan, Commercial Planning Area 2.1.

The Atkinville Interchange Area Zone Plan has maximum height allowances, which differ than the PD-C zoning allowances.

**Atkinville Interchange Area Zone Plan:** Maximum Building Height = 35'-0"  
Maximum Height of Architectural features = 48'-6"

**PD-C Zoning:** Maximum Building Height = 50' feet

The proposed Mixed-Use Building maximum Height = 48'-6" to the top of the roof parapet and has a truss bearing height of 43'-0".

We ask the Planning Commission and City Council to grant a height variance for this project based on the following:

- 1.) Large setbacks from neighboring properties in all directions.
- 2.) Increased Landscaping throughout the entire site (15.5% of the site).
- 3.) Building Mass, Architectural design and Scale are appropriate for the location with other hotels & larger buildings in the area.
- 4.) The proposed height Increase is appropriate for the area, with other existing buildings in the area.
- 5.) The increased height is consistent with the existing hotels within Atkinville Interchange Area Zone Plan.

We believe the Irvine Mixed Use project will be a great addition to the fast-growing Exit 2 area and provide much needed office, retail and food accommodations for the St. George community.

Please feel free to contact us directly with any further questions or clarifications on this project at 435-313-2267 or email at [premier.design\\_eric@yahoo.com](mailto:premier.design_eric@yahoo.com).

Sincerely,



Eric A. Mcfadden  
Premier Design & Engineering Inc

**Exhibit B**  
**PowerPoint Presentation**

# Irvine Mixed Commercial Use

## Planned Development Amendment 2026-PDA-010



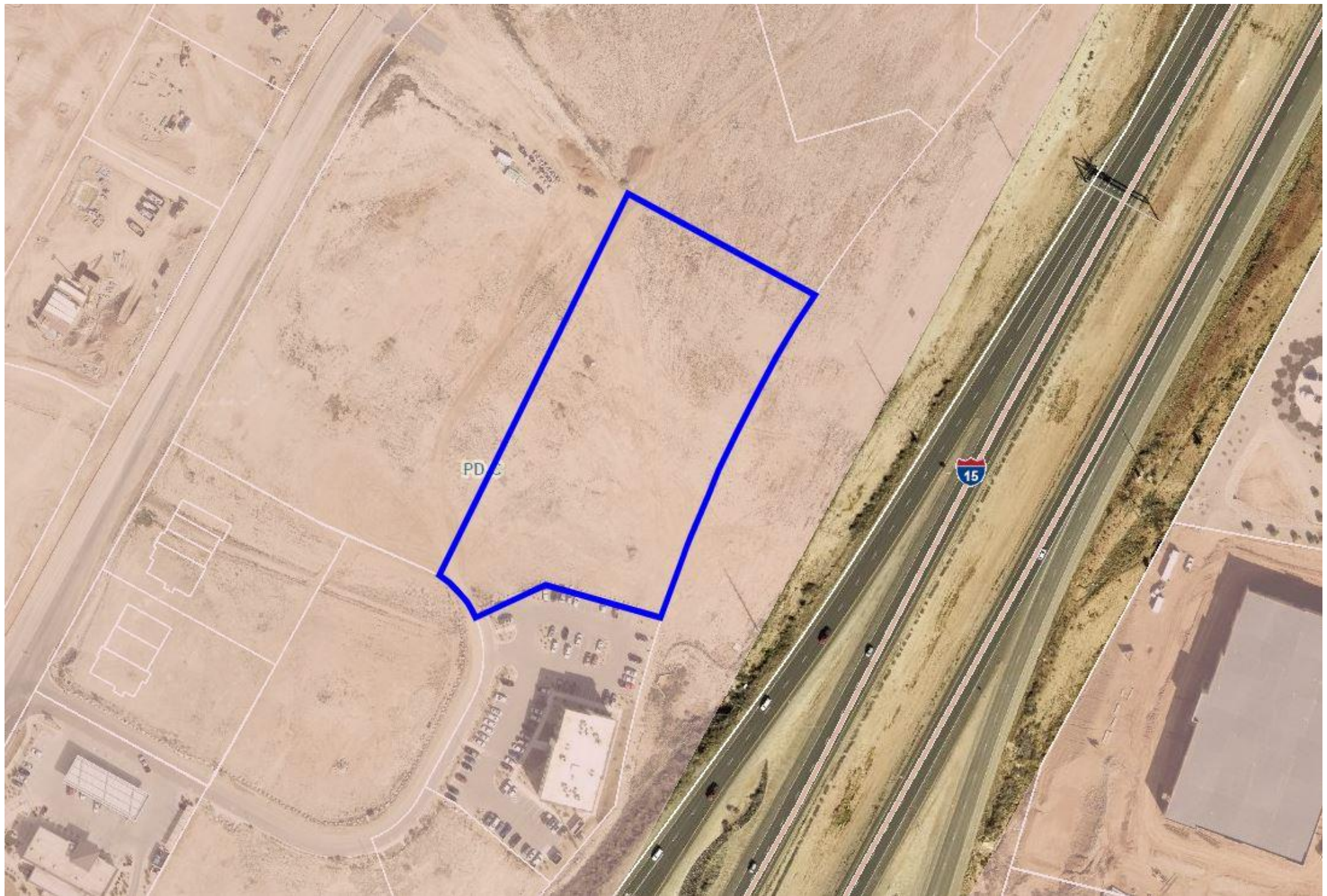
# Aerial Map



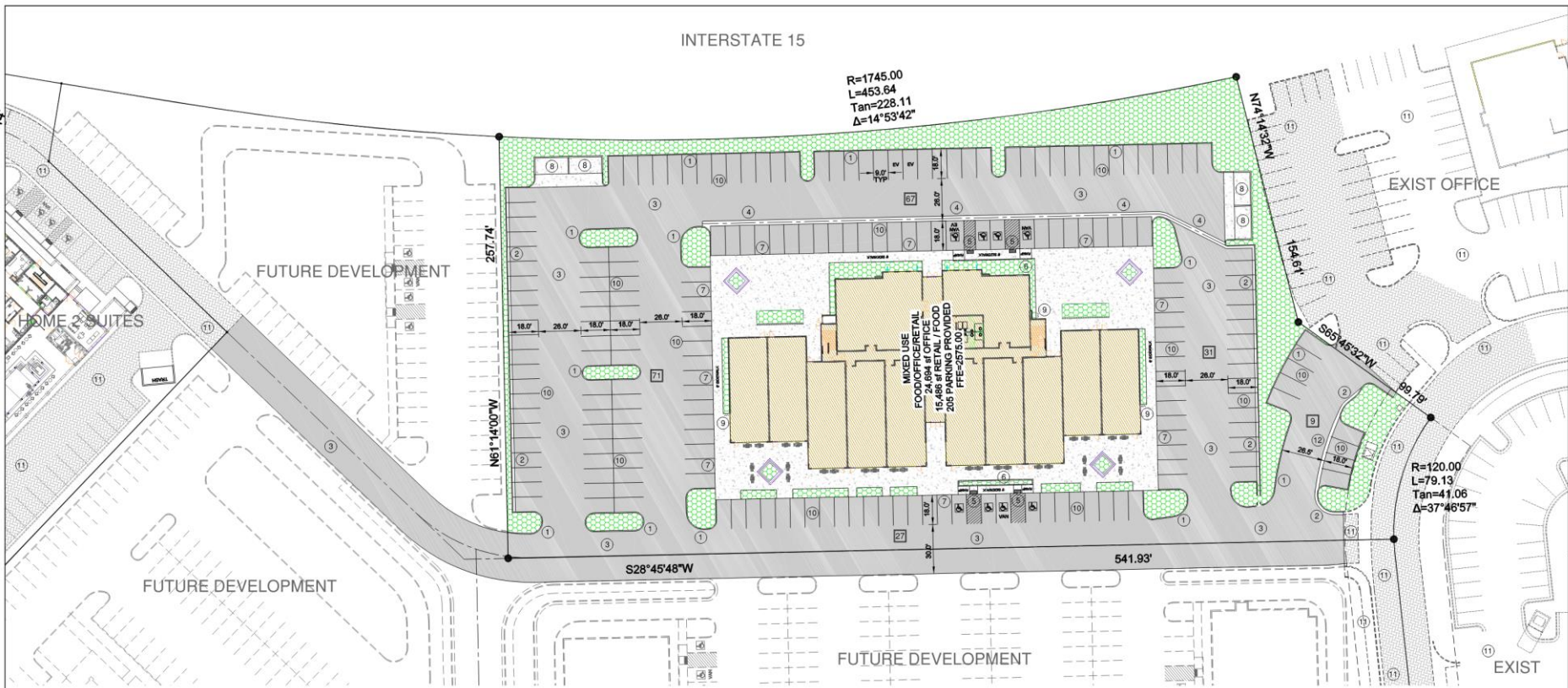
# Land Use Map



# Zoning Map



# Site Plan



DATE	0/25/2026
DRAWN BY	E.A.M.
CHECKED BY	M.R.F.
CLIENT	BWA



**SITE PLAN**  
**IRVINE MIXED USE**  
 4390 SOUTH PIONEER ROAD  
 ST. GEORGE, UTAH 84790

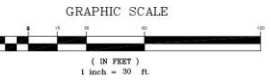
**PREMIER DESIGN & ENGINEERING INC.**  
 75 E. CENTER BLVD. SUITE 100  
 ST. GEORGE, UTAH 84790  
 (775) 385-7647 - PREMIER.DESIGN@GMAIL.COM  
 (435) 313-2287 - PREMIER.DESIGN\_ERIC@YAHOO.COM



SHEET  
**PDA3**

**PROPERTY INFO**  
 PROPERTY ADDRESS = PORTION OF PARCEL # S5 SURC 5-A-1  
 SUNRIVER COMMONS EAST  
 ST GEORGE, UTAH 84790

**OWNER / DEVELOPER:**  
 IRVINE CONSTRUCTION & REALTY  
 800 E WOODOAK LN, SUITE 200  
 SALT LAKE CITY, UTAH 84116  
 JIM WHITE  
 (801) 301-0100  
 JPW@IRVINE.COM



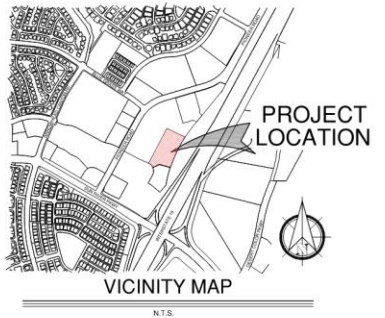
- KEY NOTES**
- INSTALL 6" PARKING LOT CURB (PER DETAIL "A" ON SHEET C4.1)
  - INSTALL 24" HIGH BACK CURB & GUTTER (PER DETAIL "B" ON SHEET C4.1)
  - INSTALL PARKING LOT SECTION (PER DETAIL "C" ON SHEET C4.1)
  - INSTALL 2" CONCRETE VALLEY GUTTER (PER DETAIL "D" ON SHEET C4.1)
  - INSTALL ACCESSIBLE RAMP (PER DETAIL "E" ON SHEET C4.1)
  - INSTALL ACCESSIBLE PARKING SIGN (PER DETAIL "F" ON SHEET C4.1)
  - INSTALL TURN-DOWN SIDEWALK (PER DETAIL "G" ON SHEET C4.1)
  - INSTALL DUMPSTER ENCLOSURE (PER DETAIL "H" ON SHEET C4.1)
  - INSTALL BIKE RACK (2 BICYCLE CAPACITY)
  - 4" WIDE PAINTED WHITE PARKING SPACE
  - EXISTING IMPROVEMENTS NOT A PART
  - INSTALL 2" CONCRETE VALLEY GUTTER (PER DETAIL "I" ON SHEET C4.1)

**LEGEND**

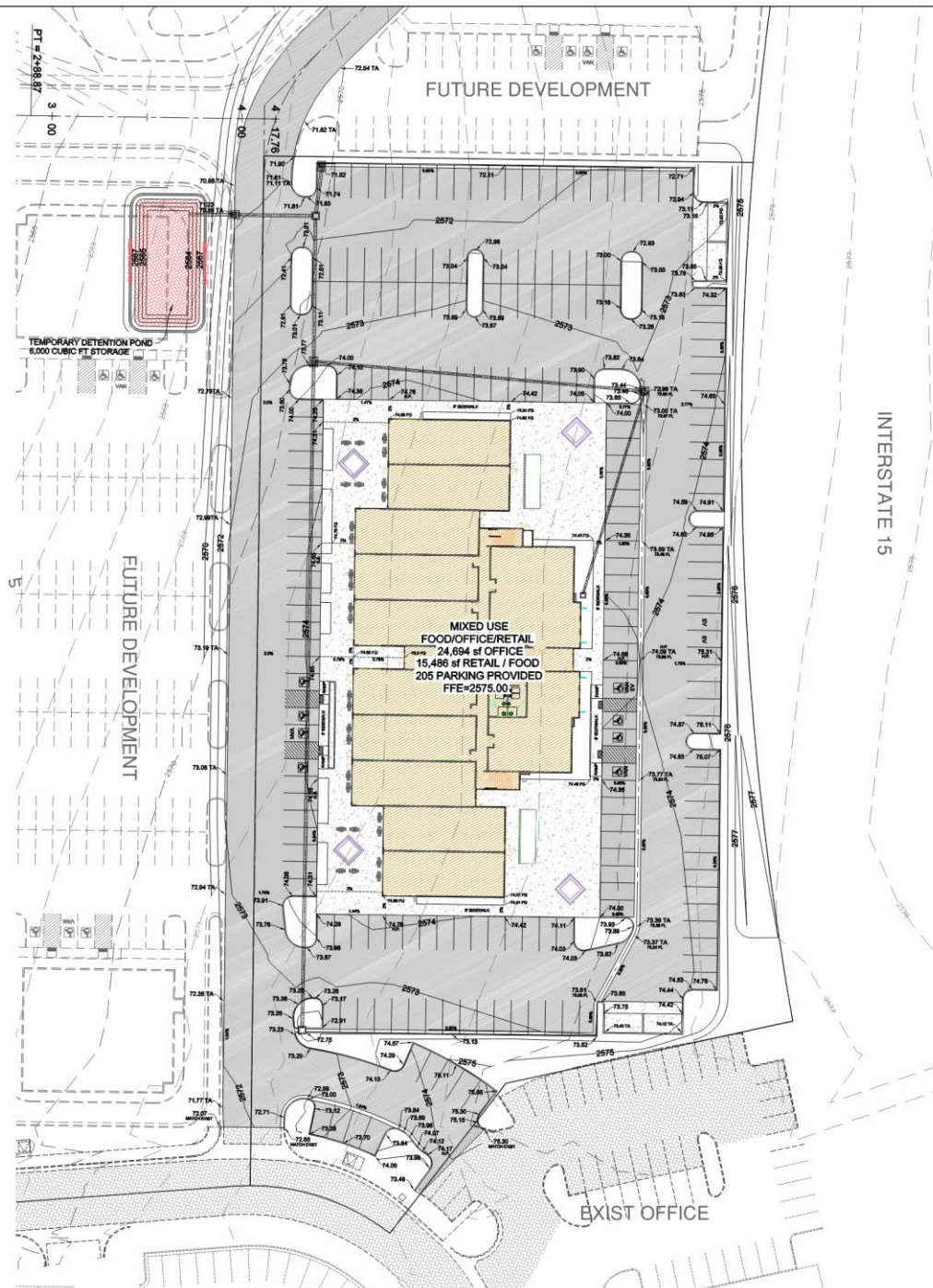
	IMPROVED LANDSCAPE AREA
	BUILDING AREA
	CONCRETE / SIDEWALK AREA
	ASPHALT AREA
	EXISTING ASPHALT AREA
	PARKING SPACE QUANTITY

**SITE DATA**

ZONING:	PD-C
BUILDING HEIGHT:	48'-6" HIGHEST POINT
BUILDING USE:	OFFICE, RETAIL & RESTAURANT
FIRE SPRINKLER:	YES
SITE AREA:	132,330 SQ. FT. / 3.037 ACRES
BUILDING AREA (IMPERVIOUS):	22,744 SQ. FT. (FOOTPRINT) (17.2% OF SITE)
PARKING/SIDEWALK AREA (IMPERVIOUS):	89,998 SQ. FT. (67.7%)
LANDSCAPING AREA (PERVIOUS):	20,488 SQ. FT. (15.5% OF SITE)
PARKING REQUIRED:	
OFFICE:	24,694 SQ. FT. / 250 = 98.77 SPACES REQ'D
RETAIL:	4,365 SQ. FT. / 250 = 17.46 SPACES REQ'D
FOOD:	11,121 SQ. FT. GROSS
11,121 SQ. FT. X 3% KITCHEN/STORAGE AREA = 3,336 SQ. FT. / 250 = 13.34 SPACES REQ'D	
11,121 - 3,336 = 7,785 SQ. FT. SEATING AREA = 7,785 SQ. FT. / 100 = 77.85 SPACES REQ'D	
TOTAL PARKING REQUIRED = 204.08 SPACES REQ'D	
*RETAIL AREA MAY BECOME FOOD IN FUTURE WITH SHARED PARKING AGREEMENT WITHIN THE OVERALL COMPLEX.	
PARKING PROVIDED:	205 SPACES (3 ACCESSIBLE)



# Grading Plan



## DRAINAGE NOTES

1. ALL DRAINAGE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF ST. GEORGE, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE DRAINAGE STUDY.

## GRADING PLAN NOTES

1. ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF ST. GEORGE, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY.
2. THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE ACCESS, ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
3. ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL STRUCTURAL FILL SHALL BE PLACED IN 6 INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).
4. ALL EXCAVATIONS, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUBSOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.
5. ALL OVER EXCAVATIONS TO BE PERFORMED, TESTED & OBSERVED BY THE GEOTECHNICAL ENGINEER, PER THE RECOMMENDATIONS OF THE GEOTECHNICAL STUDY.
6. OWNER IS RESPONSIBLE FOR ALL ON SITE DRAINAGE AND DETENTION.

## LEGEND

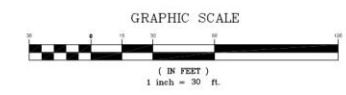
- 13.81 = TOP BACK OF CURBING ELEV.
- 12.20 TA = FINISHED GRADE TOP OF ASPHALT ELEV.
- 12.20 FT. = FINISHED GRADE FLOW LINE ELEV.
- 2571--- = EXISTING 1' CONTOUR
- 2570--- = EXISTING 5' CONTOUR
- 2571--- = PROPOSED 1' CONTOUR
- 2570--- = PROPOSED 5' CONTOUR
- [Red Hatched Box] = TEMPORARY DETENTION AREA
- [Grey Hatched Box] = EXISTING ASPHALT AREA

## EARTHWORK QUANTITIES

3,689 (C) CU. YD. CUT  
 3,490 (F) CU. YD. FILL  
 199 (C) CU. YD. NET CUT

CUT AND FILL VOLUMES SHOWN ARE BASED ON DIGITAL TERRAIN MODELING COMPUTATIONS. VOLUMES SHOWN ARE COMPACTED IN PLACE VOLUMES AND DO NOT REFLECT EXPANSION AND SHRINKAGE CONDITIONS EXPERIENCED DURING CONSTRUCTION. THESE VOLUMES ARE SHOWN AS REFERENCE ONLY.

THE CONTRACTOR SHALL BE RESPONSIBLE TO EVALUATE THE ONSITE SOILS, REVIEW THE GEOTECHNICAL INVESTIGATION AND DETERMINE THE ANTICIPATED EARTHWORK FOR THIS PROJECT.  
 THESE VOLUMES ARE GENERATED TO THE SUB-GRADE OF THE SITE



DATE: 5/25/2024  
 DRAWN BY: E.A.M.  
 CHECKED BY: M.R.F.  
 CLIENT: BWA



GRADING PLAN  
 IRVINE MIXED USE  
 4390 SOUTH PIONEER ROAD  
 ST. GEORGE, UTAH 84790

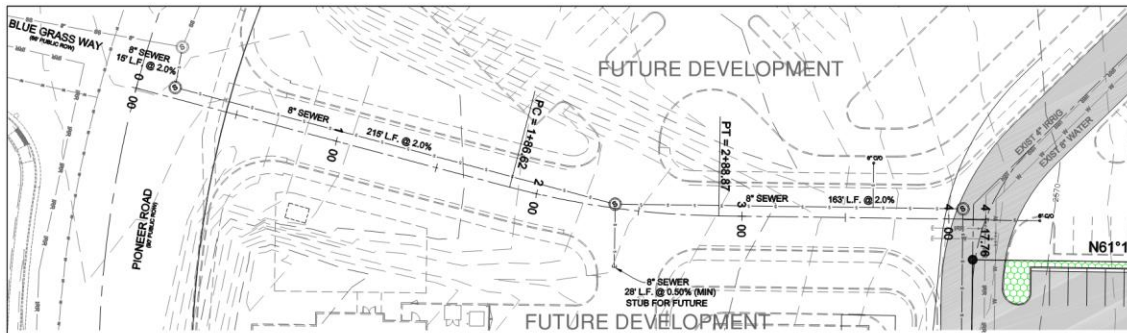
PREMIER DESIGN & ENGINEERING INC.  
 75 EAST 100 NORTH  
 IRVINE, UTAH 84701  
 (775) 985-7647 - PREMIER.DESIGN.MARC@GMAIL.COM  
 (435) 313-2267 - PREMIER.DESIGN.ERIC@YAHOO.COM



4/8/2026  
 LICENSE NO. 222886  
 Marc R. Fliegel  
 P.E.

SHEET  
**PDA4**

# Utility Plan



## OFF-SITE SEWER CONNECTION TO PIONEER RD.

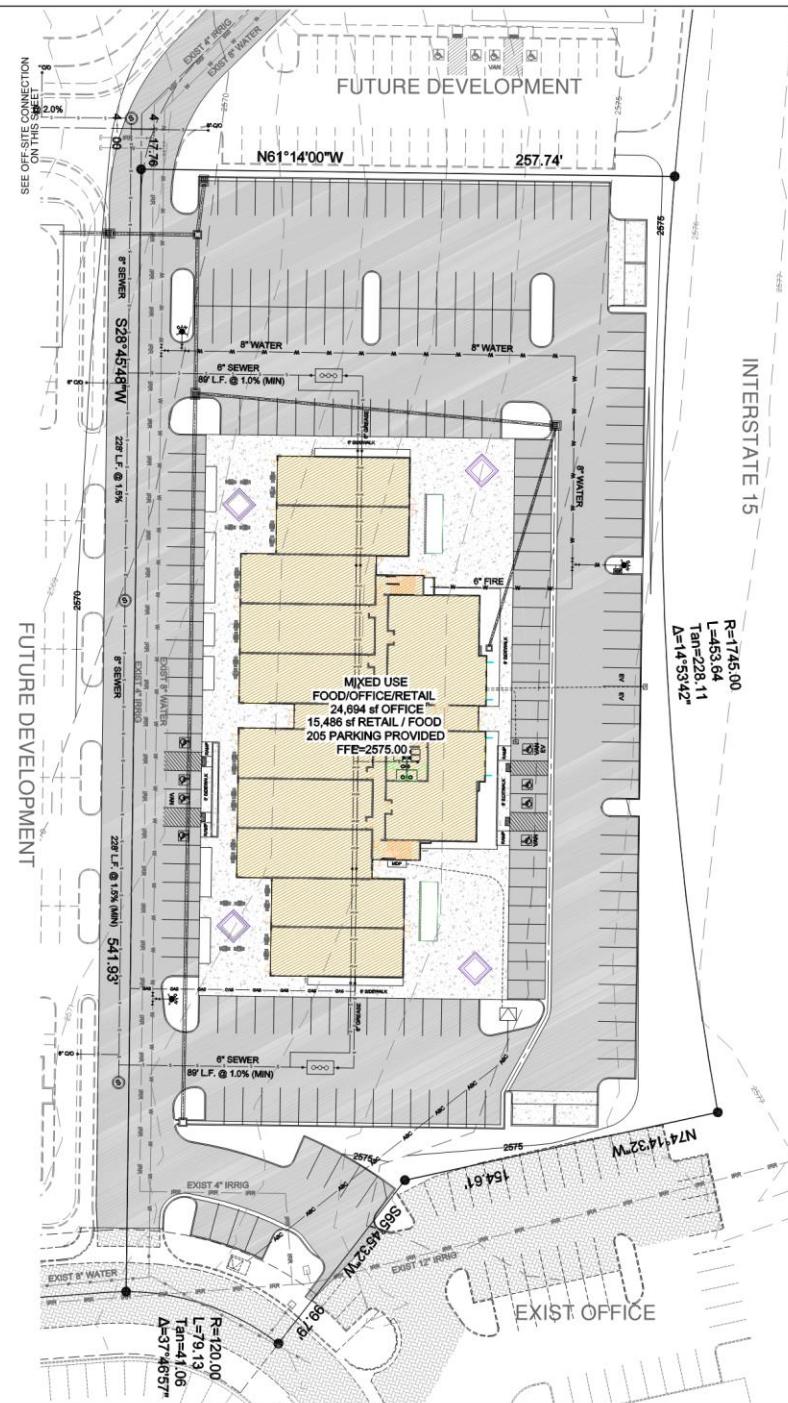
SCALE: 1"=30'

### LEGEND

- EXISTING 1" CONTOUR
- EXISTING 5" CONTOUR
- SEWER LINE (SIZE NOTED)
- SEWER CLEANOUT (SIZE NOTED)
- WATER LINE (SIZE NOTED)
- WATER METER (SIZE NOTED)
- NEW FIRE HYDRANT ASSEMBLY
- NEW WATER VALVE & CONCRETE COLLAR
- EXIST WATER VALVE
- EXIST FIRE HYDRANT
- NEW TRANSFORMER (size noted on plan)
- SECONDARY POWER
- PRIMARY POWER
- COMMUNICATIONS
- EXIST GAS LINE (SIZE NOTED)
- NEW GAS LINE (SIZE NOTED)
- NEW IRRIGATION LINE (SIZE NOTED)



GRAPHIC SCALE



DATE: 2/25/2018  
 DRAWN BY: E.A.M.  
 CHECKED BY: M.H.F.  
 CLIENT: BWK



SCALE: 1"=30'

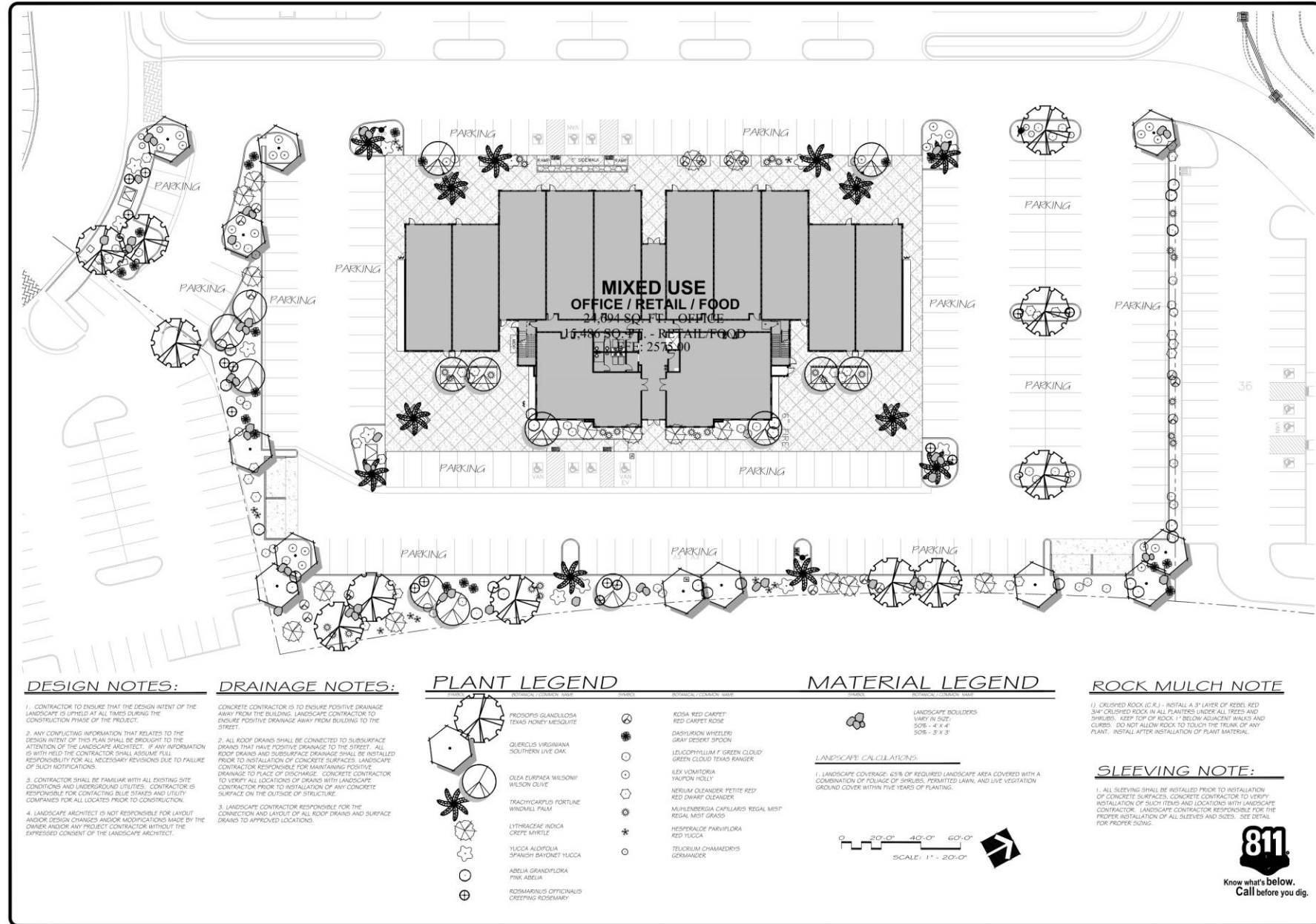
UTILITY PLAN  
 IRVINE MIXED USE  
 4390 SOUTH PIONEER ROAD  
 ST. GEORGE, UTAH 84790

PREMIER DESIGN & ENGINEERING INC.  
 75 EAST 100 NORTH  
 IVINS, UTAH 84738  
 (775) 385-7647 - PREMIER.DESIGN.MARC@GMAIL.COM  
 (435) 313-2267 - PREMIER.DESIGN\_ERIC@YAHOO.COM



SHEET  
**PDA5**

# Landscape Plan

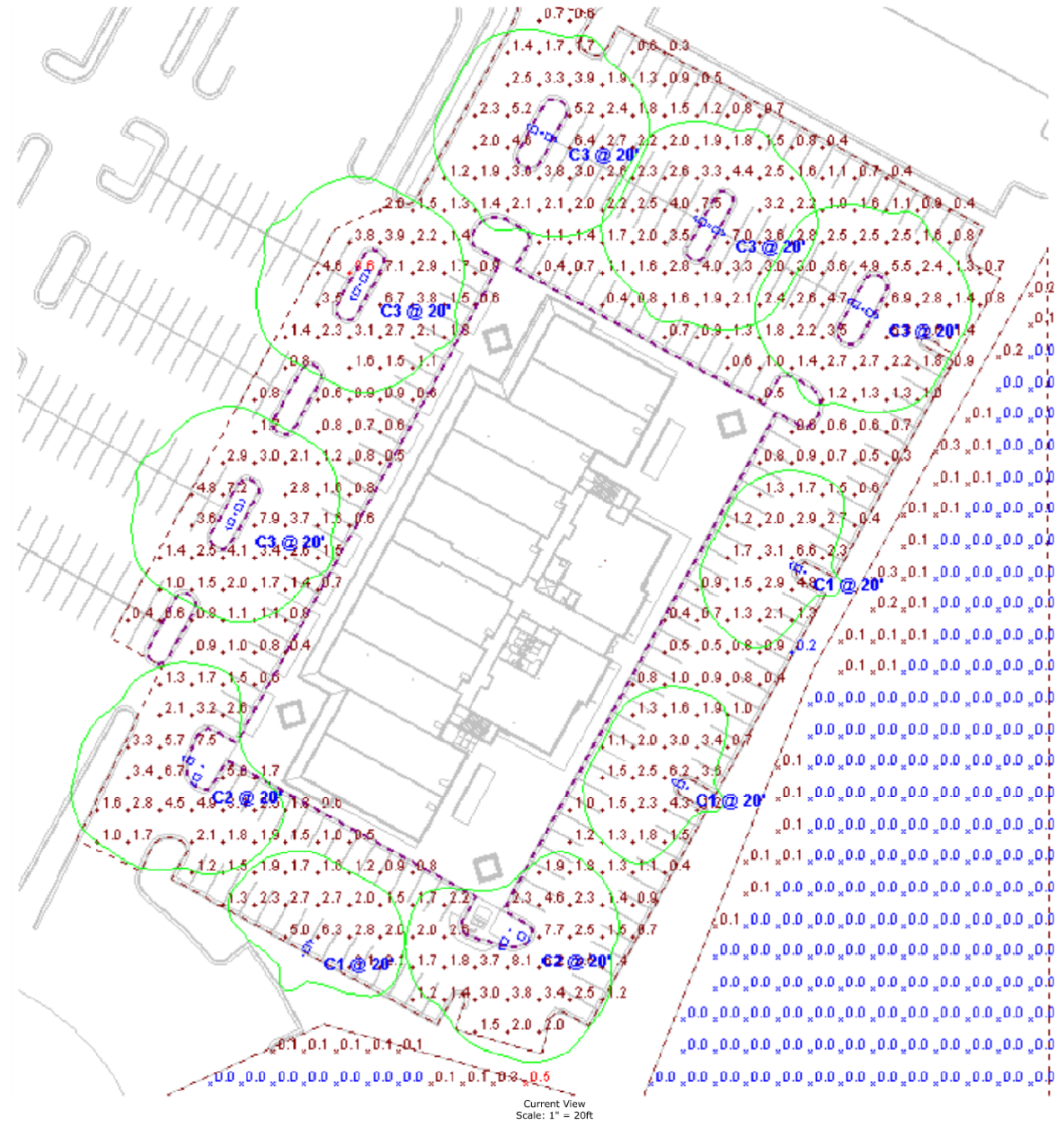


# Photometric Plan

Schedule											
Symbol	Label	Image	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage	Polar Plot
	C1		3	RSX1 LED P3 40K R4	RSX Area Fixture Size 1 P3 Lumen Package 4000K CCT Type R4 Distribution		1	14206	0.95	109.44	
	C2		2	RSX1 LED P3 40K R4	RSX Area Fixture Size 1 P3 Lumen Package 4000K CCT Type R4 Distribution		1	14206	0.95	218.88	
	C3		5	RSX1 LED P3 40K R4	RSX Area Fixture Size 1 P3 Lumen Package 4000K CCT Type R4 Distribution		1	14206	0.95	218.88	

## Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EXTENTS	✗	0.0 fc	0.5 fc	0.0 fc	N/A	N/A
PARKING	+	2.2 fc	8.6 fc	0.2 fc	43.0:1	11.0:1



# Parking Plan

## 10-19 Standards of City Code

- 1 space for every 250 sq. ft. of office, retail, or kitchen.
- 1 for every 100 sq. ft. of dining area.

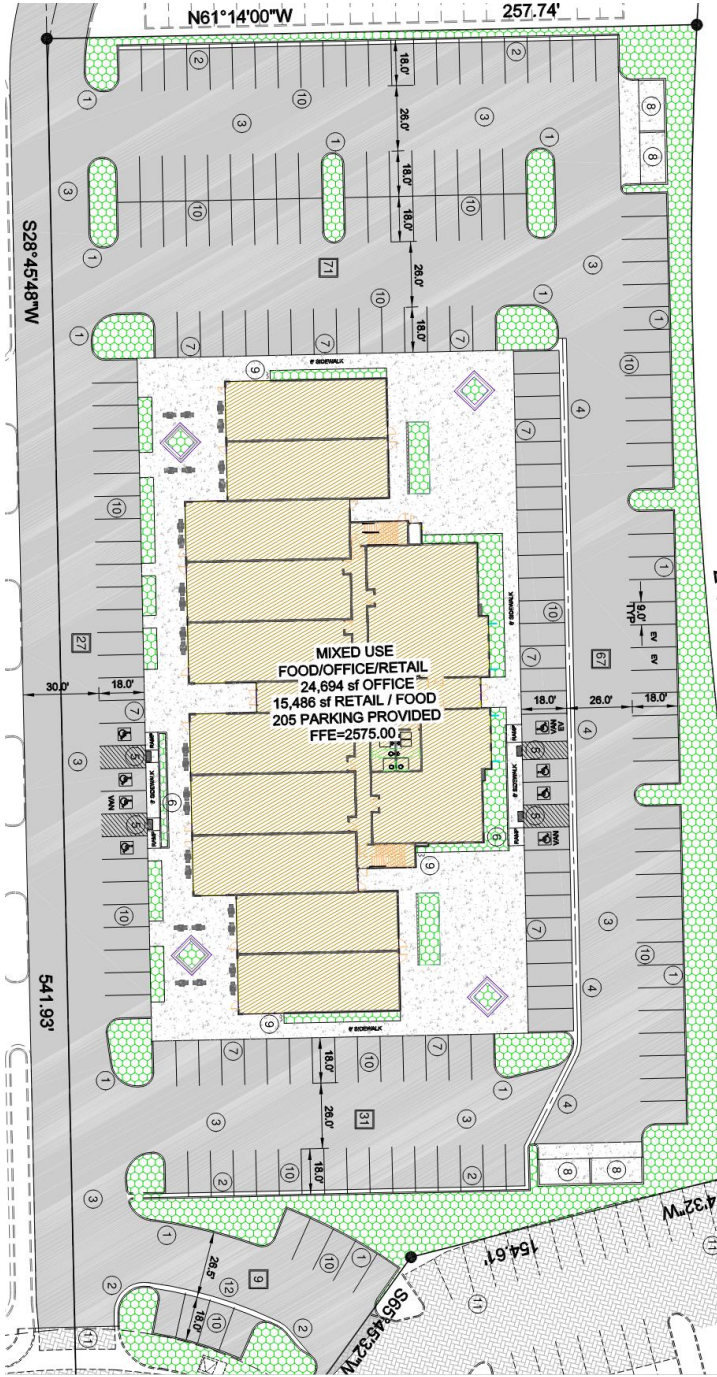
## Irvine Building Breakdown

- Office: 24,694 sq. ft. at 1/250 =
- Retail: 4,365 sq. ft. at 1/250 =
- Kitchen: 3,892 sq. ft. at 1/250 =
- Dining: 7,229 sq. ft. at 1/100 =

## Required Parking

98.77 spaces  
 17.46 spaces  
 15.56 spaces  
 72.29 spaces  
 204.08 required spaces  
 205 spaces provided

7 of the 10 west single-story tenant spaces could be restaurants.



# Elevations



C1 NORTH ELEVATION2  
A201 1/8" = 1'-0"



A1 SOUTH ELEVATION  
A201 1/8" = 1'-0"

# Elevations



# Increased Height Request

## Atkinville Interchange Zone Plan Allowance:

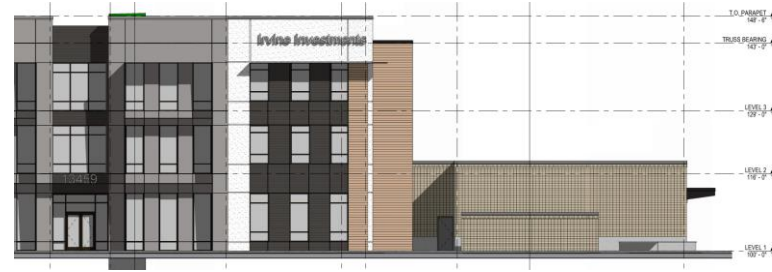
- Maximum building height of 35 feet with architectural up to 45 feet.

## Request:

- Overall building height of 48 feet 6 inches.

## Previously approved:

- Hampton Inn & Suites - building height of 59 feet with architectural of 67 feet 10 inches.
- Professional office building (south) – building height of 50 feet.
- Home 2 Suites – building height of 46 feet 4 inches with architectural of 53 feet 5 inches.



# Renderings



# Renderings



# Materials Board



**METAL PANEL |**  
 MANUFACT: PURE + FREEFORM  
 SYSTEM: FORGE  
 COLOR: BROOKLYN STEEL



**SIDING |** MANUFACTURER: PURE + FREEFORM  
 SYSTEM: PLANQ  
 COLOR: AUTUMN CHERRY



**SIDING |** MANUFACTURER: PURE + FREEFORM  
 SYSTEM: PLANQ  
 COLOR: BLOND PEAR



**EIFS |** MANUFACTURER: TBD  
 FINISH: FINE FINISH  
 COLOR: SW 7009, PEARLY WHITE



FINISH: SAWGRASS, MODULAR  
 GROUT: TBD

# Recommendation

The Planning Commission held a public hearing on April 28, 2026, and recommends approval with a 6-0 vote and two conditions:

1. That the applicant shall meet all the requirements found in Title 10 of the Zoning Regulations or the Atkinville Interchange Zone Plan as applicable.
2. That the increased building height request be limited to 48 feet 6 inches as depicted on the elevations.

# Possible Motion

“I move that we approve the PD Amendment for the Irvine Mixed Commercial Use PD Amendment, Case No. 2026-PDA-010, based on the findings and subject to the conditions listed in the staff report.”

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ATKINVILLE INTERCHANGE AREA ZONE PLAN PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 3.04 ACRES, APPROVING THE DESIGN AND SITE PLAN FOR A NEW THREE-STORY, MIXED COMMERCIAL USE BUILDING OF APPROXIMATELY 40,180 SQUARE FEET, GENERALLY LOCATED EAST OF PIONEER ROAD AND NORTH OF SUN RIVER PARKWAY (CASE NO. 2026-PDA-010).**

(Irvine Mixed Commercial Use)

**WHEREAS**, the property owner has requested an amendment to an approved PD-C (Planned Development Commercial) zone to allow the design and site plan for a new 40,180 sq. ft. mix commercial use building on 3.04 acres located within the Community Commercial area of the Atkinville Interchange Area Zone Plan; and

**WHEREAS**, the Planning Commission held a public hearing on April 28, 2026, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 6-0 vote, with the following conditions:

1. That the applicant shall meet all requirements found in Title 10 of the Zoning Regulations or the Atkinville Interchange Zone Plan as applicable.
2. That the increased building height request be limited to 48 feet 6 inches as depicted on the elevations.

**WHEREAS**, the City Council held a public meeting on this request on May 28, 2026, to consider the Planned Development Amendment; and

**WHEREAS**, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George; and

**WHEREAS**, the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the City.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Enactment.** The approved planned development within the PD-C Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of Irvine Mixed Use Commercial Building in Exhibit 'B'.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of this ordinance extend beyond eighteen (18) months of the date of adoption.

APPROVED AND ADOPTED by the St. George City Council, this 28<sup>th</sup> day of May 2026.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

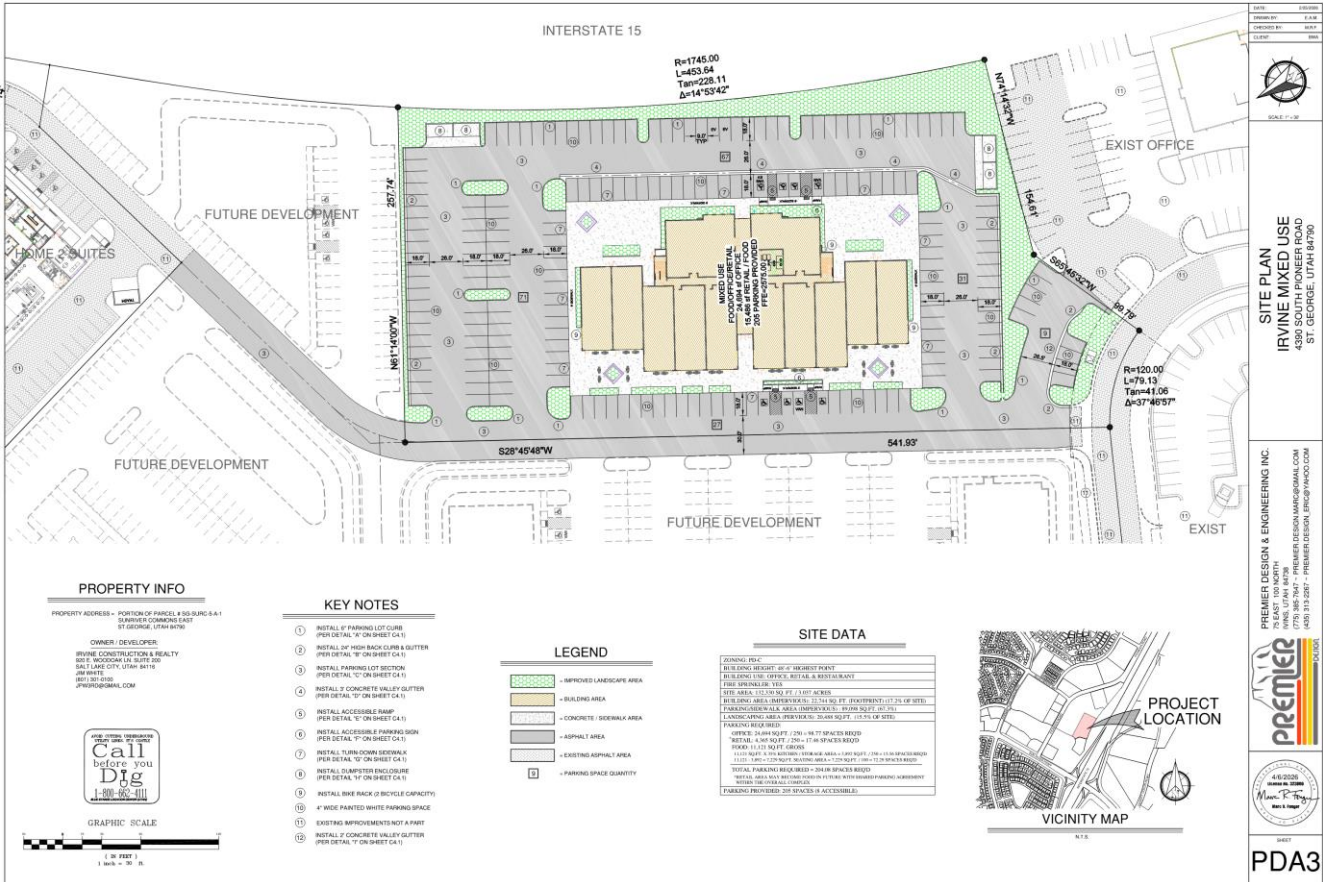
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

# EXHIBIT "A"

Irvine Mixed Commercial Use Building



# EXHIBIT "B"



### PROPERTY INFO

PROPERTY ADDRESS - PORTION OF PARCELS # 90, 91 AND 92-1  
 5000 WEST 1000 NORTH  
 ST. GEORGE, UTAH 84790

#### OWNER / DEVELOPER:

IRVINE CONSTRUCTION REALTY  
 500 W. WOODMAN LN. SUITE 202  
 SALT LAKE CITY, UTAH 84119  
 JIM WHITE  
 801.393.0200  
 JWHITE@IRCAL.COM



#### GRAPHIC SCALE



### KEY NOTES

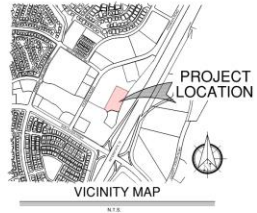
1. INSTALL 1/2" HIGH-BACK CURB & BUTTER (PER DETAIL "C" ON SHEET C4.1)
2. INSTALL 1/2" HIGH-BACK CURB & BUTTER (PER DETAIL "C" ON SHEET C4.1)
3. INSTALL PARKING LOT SECTION (PER DETAIL "C" ON SHEET C4.1)
4. INSTALL 2" CONCRETE VALLEY GUTTER (PER DETAIL "C" ON SHEET C4.1)
5. INSTALL ACCESSIBLE RAMP (PER DETAIL "C" ON SHEET C4.1)
6. INSTALL ACCESSIBLE PARKING SIGN (PER DETAIL "C" ON SHEET C4.1)
7. INSTALL TURN-DOWN SIDEWALK (PER DETAIL "C" ON SHEET C4.1)
8. INSTALL CUMBER ENCLASURE (PER DETAIL "C" ON SHEET C4.1)
9. INSTALL BIKE RACK (2 BICYCLE CAPACITY)
10. 4" WIDE PAINTED WHITE PARKING SPACE
11. EXISTING IMPROVEMENTS NOT A PART
12. INSTALL 2" CONCRETE VALLEY GUTTER (PER DETAIL "C" ON SHEET C4.1)

### LEGEND

- IMPROVED LANDSCAPE AREA
- BUILDING AREA
- CONCRETE / SIDEWALK AREA
- ASPHALT AREA
- EXISTING ASPHALT AREA
- PARKING SPACE QUANTITY

### SITE DATA

ZONING: PDC
BUILDING HEIGHT: 40' MAXIMUM HEIGHT
BUILDING USE: OFFICE, RETAIL & RESTAURANT
USE: MIXED-USE USE
SITE AREA: 12.13 ACRES
EXISTING AREA UNDERPAVED: 11.24 ACRES (ADJUSTMENT: 11.24 ACRES)
PARKING AREA & AREA UNDERPAVED: 10,000 SQ FT (20,000)
LANDING AREA UNDERPAVED: 2,000 SQ FT (10,000)
PARKING SIGNAGE
OFFICE: 15,000 SQ FT (150) 10' SPACES BROAD
RETAIL: 20,000 SQ FT (200) 10' SPACES BROAD
ROCK: 10,000 SQ FT (100)
11,000 SQ FT (110) 10' SPACES BROAD
12,000 SQ FT (120) 10' SPACES BROAD
13,000 SQ FT (130) 10' SPACES BROAD
14,000 SQ FT (140) 10' SPACES BROAD
15,000 SQ FT (150) 10' SPACES BROAD
16,000 SQ FT (160) 10' SPACES BROAD
17,000 SQ FT (170) 10' SPACES BROAD
18,000 SQ FT (180) 10' SPACES BROAD
19,000 SQ FT (190) 10' SPACES BROAD
20,000 SQ FT (200) 10' SPACES BROAD
21,000 SQ FT (210) 10' SPACES BROAD
22,000 SQ FT (220) 10' SPACES BROAD
23,000 SQ FT (230) 10' SPACES BROAD
24,000 SQ FT (240) 10' SPACES BROAD
25,000 SQ FT (250) 10' SPACES BROAD
26,000 SQ FT (260) 10' SPACES BROAD
27,000 SQ FT (270) 10' SPACES BROAD
28,000 SQ FT (280) 10' SPACES BROAD
29,000 SQ FT (290) 10' SPACES BROAD
30,000 SQ FT (300) 10' SPACES BROAD
31,000 SQ FT (310) 10' SPACES BROAD
32,000 SQ FT (320) 10' SPACES BROAD
33,000 SQ FT (330) 10' SPACES BROAD
34,000 SQ FT (340) 10' SPACES BROAD
35,000 SQ FT (350) 10' SPACES BROAD
36,000 SQ FT (360) 10' SPACES BROAD
37,000 SQ FT (370) 10' SPACES BROAD
38,000 SQ FT (380) 10' SPACES BROAD
39,000 SQ FT (390) 10' SPACES BROAD
40,000 SQ FT (400) 10' SPACES BROAD
41,000 SQ FT (410) 10' SPACES BROAD
42,000 SQ FT (420) 10' SPACES BROAD
43,000 SQ FT (430) 10' SPACES BROAD
44,000 SQ FT (440) 10' SPACES BROAD
45,000 SQ FT (450) 10' SPACES BROAD
46,000 SQ FT (460) 10' SPACES BROAD
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51,000 SQ FT (510) 10' SPACES BROAD
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70,000 SQ FT (700) 10' SPACES BROAD
71,000 SQ FT (710) 10' SPACES BROAD
72,000 SQ FT (720) 10' SPACES BROAD
73,000 SQ FT (730) 10' SPACES BROAD
74,000 SQ FT (740) 10' SPACES BROAD
75,000 SQ FT (750) 10' SPACES BROAD
76,000 SQ FT (760) 10' SPACES BROAD
77,000 SQ FT (770) 10' SPACES BROAD
78,000 SQ FT (780) 10' SPACES BROAD
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83,000 SQ FT (830) 10' SPACES BROAD
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86,000 SQ FT (860) 10' SPACES BROAD
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88,000 SQ FT (880) 10' SPACES BROAD
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95,000 SQ FT (950) 10' SPACES BROAD
96,000 SQ FT (960) 10' SPACES BROAD
97,000 SQ FT (970) 10' SPACES BROAD
98,000 SQ FT (980) 10' SPACES BROAD
99,000 SQ FT (990) 10' SPACES BROAD
100,000 SQ FT (1000) 10' SPACES BROAD



DATE: 08/08/2024  
 DRAWN BY: J.A.W.  
 CHECKED BY: B.W.  
 CLIENT: IRVINE

SCALE: 1" = 30'

**SITE PLAN**  
**IRVINE MIXED USE**  
 4390 SOUTH PIONEER ROAD  
 ST. GEORGE, UTAH 84790

PREMIER DESIGN & ENGINEERING INC.  
 1000 SOUTH 1000 NORTH  
 SALT LAKE CITY, UTAH 84119  
 (801) 488-7447  
 (801) 488-7447  
 (801) 488-7447

**PREMIER**  
 DESIGN & ENGINEERING  
 INC.

4/8/2024  
 10:00 AM  
 Max 10' High  
 10' Spacing

DATE: 8/8/24  
**PDA3**



**Agenda Date:** 05/28/2026

**Agenda Item Number:** 09

**Subject:**

Consider approval of Ordinance No. 2026-044 amending the Desert Color Planned Development Commercial zone on approximately 0.75 acres located east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive. (Case No. 2026-PDA-011 - Taco Bell Desert Color)

**Item at-a-glance:**

Staff Contact: Dan Boles

Applicant Name: Rick Magness

Reference Number: 2026-PDA-011

Address/Location:

Generally east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive

**Item History (background/project status/public process):**

The proposal is for a fast food restaurant (Taco Bell) in the Desert Color PD-C (Planned Development Commercial) zone. At their meeting held on May 12, 2026, the Planning Commission held a public hearing and recommend approval with two conditions, with a vote of 5-0; there were no public comments.

**Staff Narrative (need/purpose):**

This is a request to approve the conceptual site plan, landscape plan, elevations, and renderings for Taco Bell in the Desert Color commercial area. Any new site plan or changes within an approved PD-C zone require a PD amendment.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

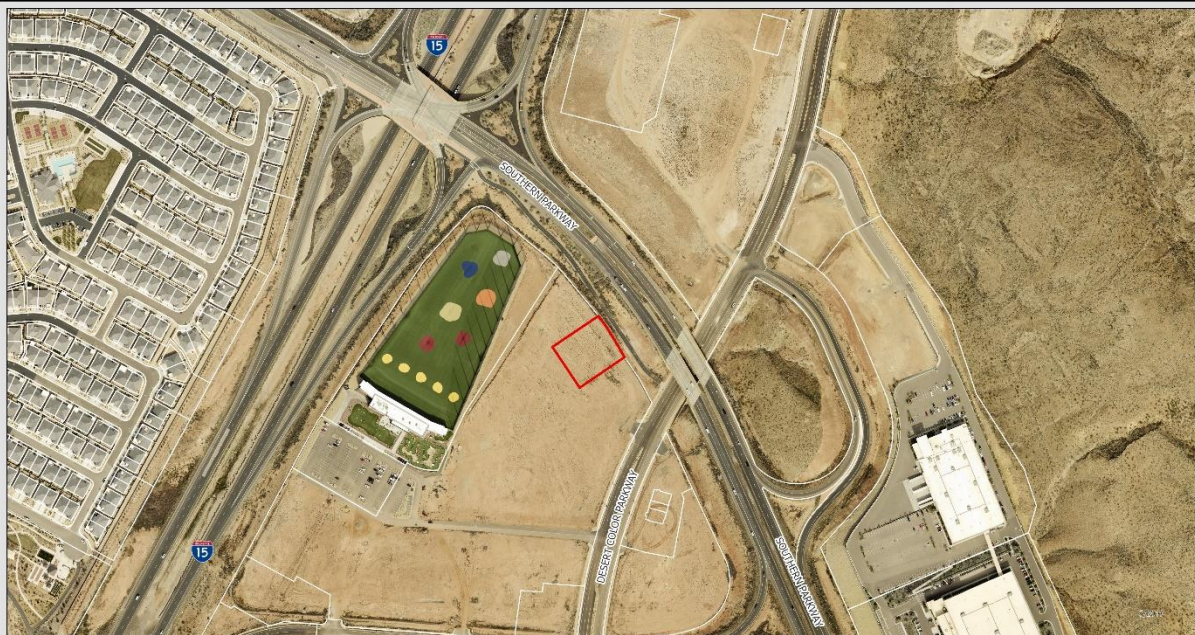
At their meeting held on May 12, 2026, the Planning Commission held a public hearing, and recommend approval with a vote of 5-0 and with the following single condition: 1. A site plan must be applied for and approved prior to construction of the site. 2. The final plat must be reviewed and recorded to create the lot upon which it is located.

**Attachments**

PLANNING COMMISSION AGENDA REPORT: 05/12/2026

CITY COUNCIL AGENDA REPORT: 05/28/2026

<b>Taco Bell at Desert Color</b> Planned Development Amendment (Case No. 2026-PDA-011)	
<b>Request:</b>	To amend the Desert Color PD-C (Planned Development Commercial) zone for construction of a restaurant.
<b>Applicant:</b>	AWA Engineering
<b>Representative:</b>	Rick Magness
<b>Location:</b>	Located east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive
<b>General Plan:</b>	PD (Planned Development)
<b>Existing Zoning:</b>	PD-C (Planned Development Commercial)
<b>Surrounding Zoning:</b>	North PD-C (Planned Development Commercial)
	South PD-C (Planned Development Commercial)
	East PD-C (Planned Development Commercial)
	West PD-C (Planned Development Commercial)
<b>Land Area:</b>	Approximately 0.75 acres



**TACO BELL DESERT COLOR**



**BACKGROUND:**

This is a request to approve the conceptual site plan, landscape plan, elevations, renderings, for Taco Bell in the Desert Color commercial area. Any new site plan or changes that occur in an approved PD-C (Planned Development Commercial) zone requires approval of a PD amendment. There have been several approvals for commercial development within Desert Color such as Big Shots Golf Center, pads A, K, M & N, Mountain America, America First Credit Union, Panda Express, The Break restaurant, Fabulous Freddy’s, and Dutch Bros. This property sits to the west of Dutch Bros and Pad ‘A’/Fabulous Freddy’s across Desert Color Pkwy. A preliminary plat creating the proposed subject lot has been reviewed and approved by the Planning Commission and a final plat must be recorded to finalize the creation of the lot.

The proposed project is relatively small, covering about 0.75 acres and featuring a single 2,153-square-foot building. Access will come from Desert Color Parkway through a shared drive aisle. While the Dutch Bros site was originally expected to be the first development in this area, construction timing could result in Taco Bell being built first. Either way, the project will provide adequate access from Desert Color Parkway, including a drive aisle at least 25 feet wide. This same drive aisle is also planned to serve a future restaurant site.

The site includes a single building, along with areas for landscaping, detention, and parking. The 2,153 square-foot building (913 square feet of dining and 1,241 square feet of kitchen space) requires 15 parking stalls, which are provided. The project also includes one drive-through lane, with a queuing area that staff estimates can accommodate about eight vehicles.

Please see the table below for a summary of the zoning requirements.

<b>Zoning Requirements</b>			
<b>Regulation</b>	<b>Section Number</b>	<b>Proposal</b>	<b>Staff Comments</b>
<b>Setbacks</b>	10-8D-6	Proposed setbacks: Front (south-west): 106’ Side (north-west): 41’ Side (south-east): 55’ Rear (north-east): 48’	The proposed front (south-west) setback is shown at 106’ from the common drive aisle creating area for landscaping and parking. All setbacks are being met.
<b>Pedestrian Circulation Plan</b>	10-8-6	Pedestrian circulation is shown on the plans and is provided around the building except on the drive-through side (north-east).	The plans appear to meet the required pedestrian circulation.
<b>Uses</b>	PD-C use list	Restaurant	“Restaurant, coffee shop, delicatessen, internet café” is an approved use in the PD-C

			portion of Desert Color per their zone plan.
<b>Height and Elevation</b>	10-8D-6	Approximately 20'6" to top of parapet and 23' to highest point of ornamental features.	The maximum allowed height is 55' in Desert Color PD-C.
<b>Phasing Plan</b>	10-8D-2	No phasing proposed.	No comment.
<b>Landscape Plan</b>	10-8D-2	Conceptual landscape plan provided (approximately 24% of site).	The landscaping seems to be sufficient. During site plan review, staff will ensure the code compliance.
<b>Utilities</b>	10-8D-2	Conceptual utility plan provided with plat	Utilities have been reviewed with the plat and site plan.
<b>Signs</b>	10-8D-2	Signage is conceptual	Signs will be approved through the sign permit process.
<b>Lighting</b>	10-8D-2, 10-14-1	A photometric plan has been included	Site lighting will be reviewed thoroughly during formal site plan review but appears to meet the requirements of the code.
<b>Lot Coverage</b>	10-8D-6	Conceptual plan shown (6.6%)	The site plan meets lot coverage regulations <50%
<b>Solid Waste</b>	10-8D-6	Solid waste receptacle location is shown on the site plan.	Located on south-west side of the site, will be screened from view.
<b>Landscaping</b>	10-8D-6	Minimum 15' landscape buffer along Southern Parkway.	Plans meet this requirement.
<b>Parking</b>	10-19-5	27 parking stalls provided	Restaurant Kitchen/prep area: 1:250 = 5 stalls Dining Area: 1:100 = 10 stalls
<b>EVCS And Bike Parking</b>	10-19-6	Location of bike parking and conduit for electric parking stations not shown on plans.	During site plan review, staff will ensure the plans meet the EVCS and bike parking requirements to comply with Title 10-19-6.

**RECOMMENDATION:**

Planning Commission held a public hearing on May 12, 2026 and voted 5-0 to recommend approval of this PD Amendment with the following conditions:

1. A site plan must be applied for and approved prior to construction of the site.
2. The final plat must be reviewed and recorded to create the lot upon which it is located.

**ALTERNATIVES:**

1. Approve as presented.
2. Approve with modified conditions.
3. Denial of the request.
4. Continue the proposed PD amendment to a later date.

**FINDINGS FOR APPROVAL:**

1. That the proposed Planned Development Amendment is consistent with the intent of the Desert Color PD-C zone, which anticipates neighborhood-scale commercial uses that serve residents and visitors within the development.
2. That the proposed restaurant use is allowed within the Desert Color zone plan and is compatible with existing and approved commercial development in the surrounding Desert Color area.
3. That the conceptual site plan demonstrates adequate access, internal circulation, and drive-through queuing to accommodate the anticipated demand without creating conflicts with adjacent streets or properties.
4. That the project provides sufficient parking based on the size and operational characteristics of the proposed use.
5. That the proposed development, subject to the conditions of approval, meets the applicable requirements of Title 10 and the Desert Color zone plan and will not be detrimental to public health, safety, or welfare.

**POSSIBLE MOTION:**

“I move that we approve the PD Amendment for Taco Bell, Case No. 2026-PDA-011, based on the findings and subject to the conditions listed in the staff report.”

**Exhibit A**  
**Applicants Narrative**



March 24, 2025

St. George City  
Community Development Department  
Attn: Dan Boles  
175 East 200 North  
St. George, UT 84770

RE: Planned Development Amendment Narrative for a proposed Taco Bell located west of Desert Color Parkway within the Future Commercial Development

Mr. Boles,

AWA Engineering is proposing consideration for a Taco Bell fast food store and drive-thru to be built and are submitting for a Planned Development Amendment on behalf of Desert De Oro.

#### Background

The current site is currently undeveloped  
Current Zoning: PD-C (Planned Development - Commercial)  
Overall site area: 0.749 acres (32,639 SF)  
Gross Taco Bell Floor Area: 2,319 SF  
Landscape / Greenspace Coverage: 23.7% (7,730 SF)  
Parking / Drive / Sidewalk Coverage: 69.2% (22,590 SF)

#### Site Plan

The building and the drive-thru are located within the northern half of the site along with two drive accesses along the northwestern and southern corners of the site.

#### Building / Elevations

The proposed Taco Bell building and elevations will be consistent with the Desert Color standards while maintaining the Taco Bell corporate brand. Building elevations and materials will be consistent with the surrounding commercial development while maintaining the Taco Bell brand.

- Corporate branding for Taco Bell includes purple branding and an integration of muted paneling, windows, and metal accents. The combination of these materials provides an updated design with a unique building element.
- Muted paneling, as well as the large windows, reflect the surrounding area and “blend-in” to the adjacent development.

#### Landscaping

Landscape planning is proposed and will be provided in accordance with the Desert Color Design Guidelines plant palate and city code.

### Transportation / Access

Primary access will be from two commercial accesses, one located at the southern corner of the site and one at the NW corner of the site, as well as internal parking lot circulation.

### Parking Analysis

Parking Provided: 27 stalls

### Signage

Project signage will comply with Desert Color Design Guidelines and approved city code. Signage includes wall signage, as well as a monument sign.

### Lighting

Parking lot lighting will be consistent with Desert Color criteria and will be night sky-friendly and non-obstructive.

The proposed development meets or exceeds city codes and Desert Color's standards.  
Desert de Oro looks forward to providing services in the Desert Color area.

Thank you in advance for your consideration and approval of this project.

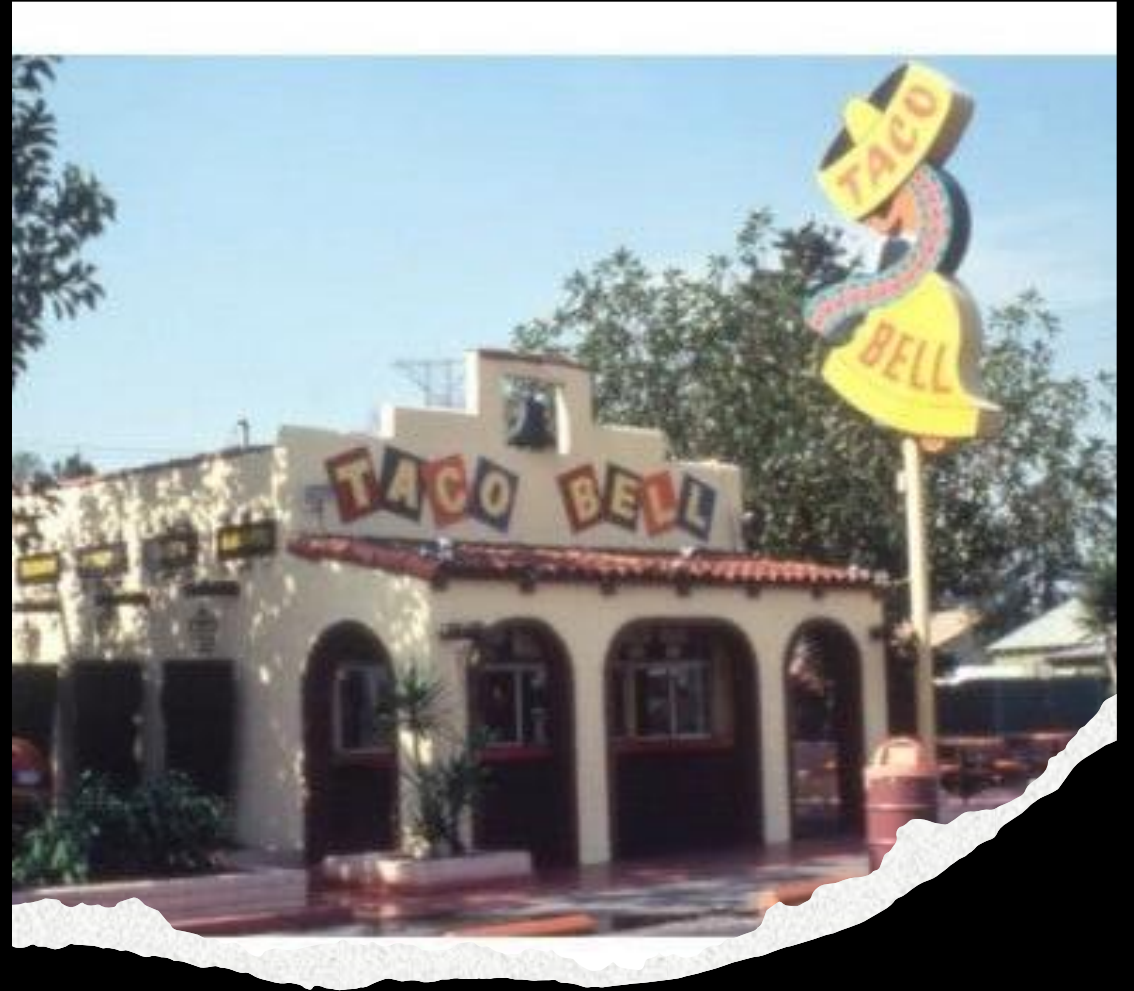
*Jenny Cooper*

Jenny Cooper  
Project Coordinator  
jennyc@awaeng.com  
385-446-2660

**Exhibit B**  
**PowerPoint Presentation**

# TACO BELL AT DESERT COLOR

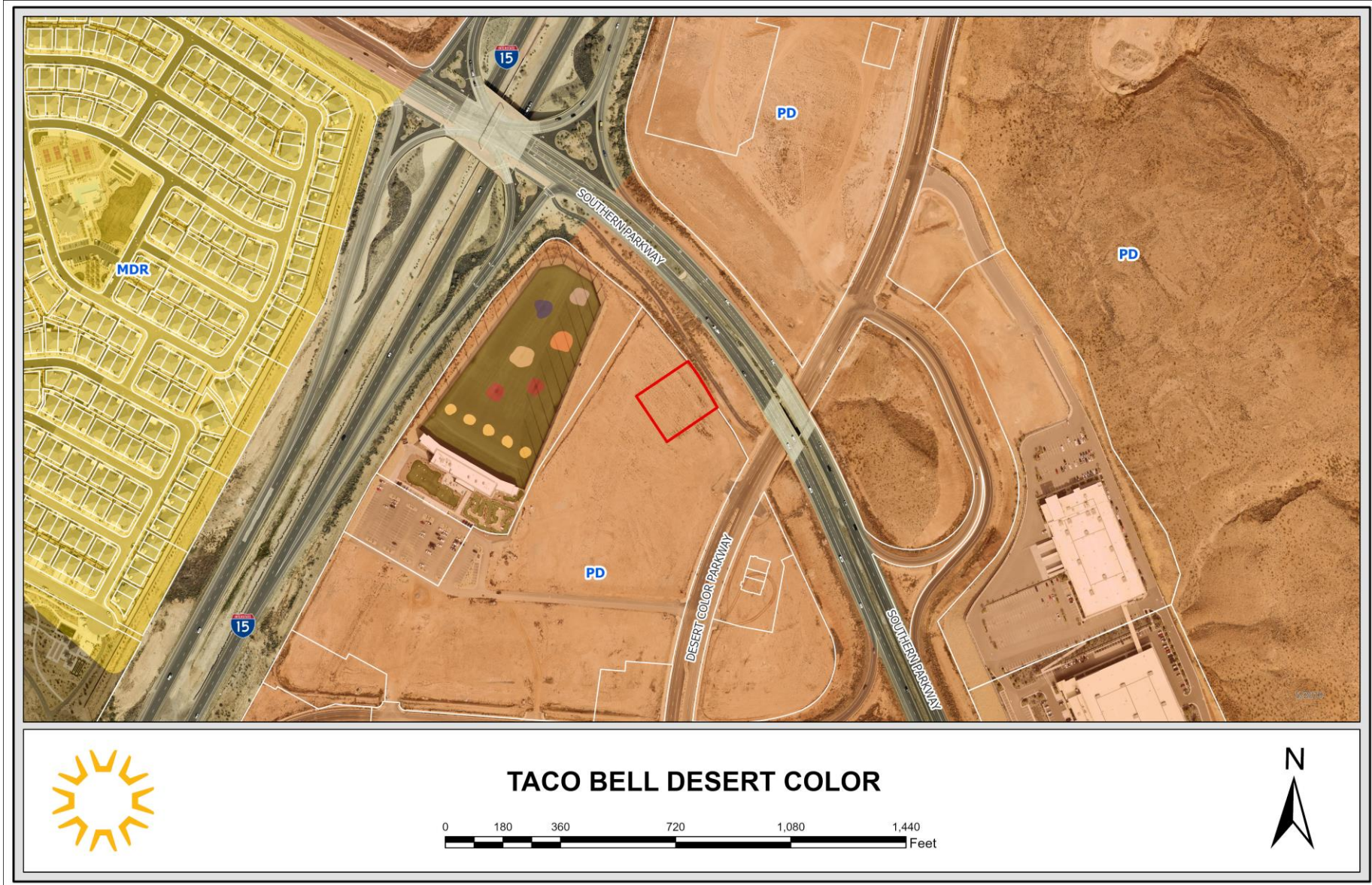
2026-PDA-011



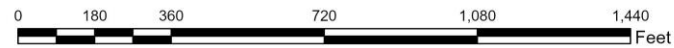
# AERIAL MAP



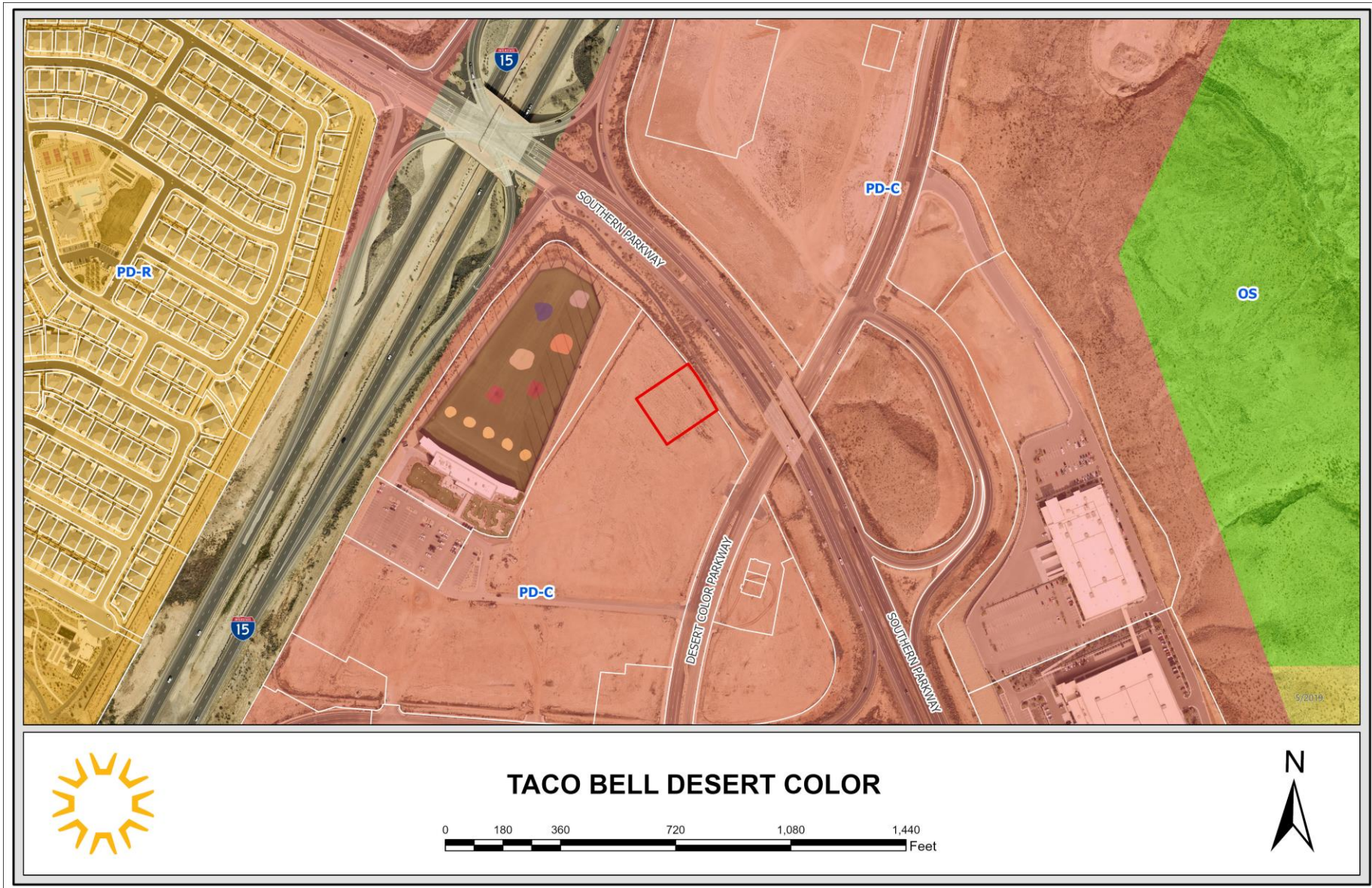
# LAND USE MAP



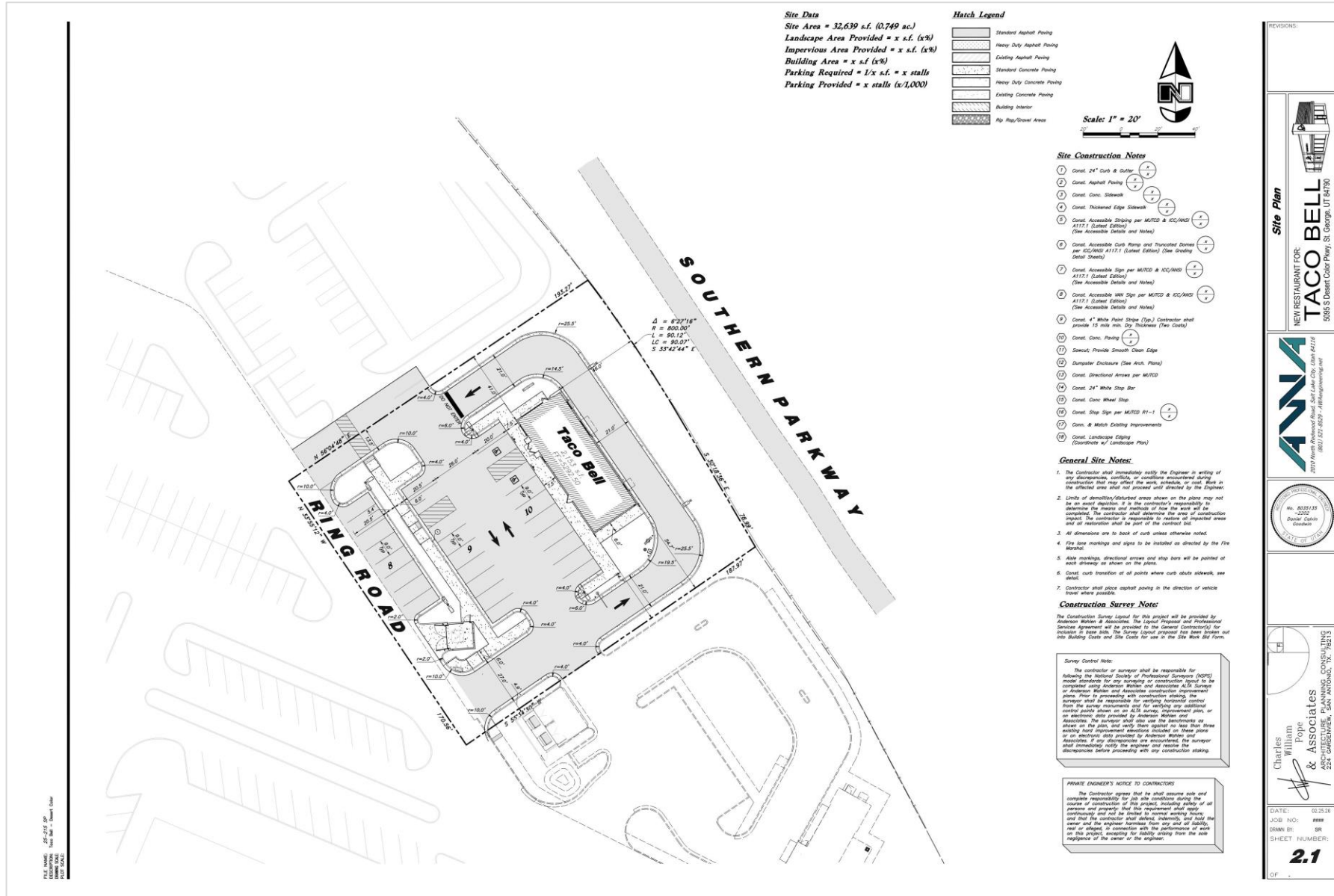
TACO BELL DESERT COLOR



# ZONING MAP



# SITE PLAN



REVISIONS:

Site Plan

NEW RESTAURANT FOR:  
**TACO BELL**  
 5906 S Desert Court Pkwy, S. George, UT 84790

**ANNA**  
 Anderson Whelan & Associates  
 1802 W. 52nd Street • West Valley City, UT 84119  
 (801) 571-8527 • info@annasurvey.com

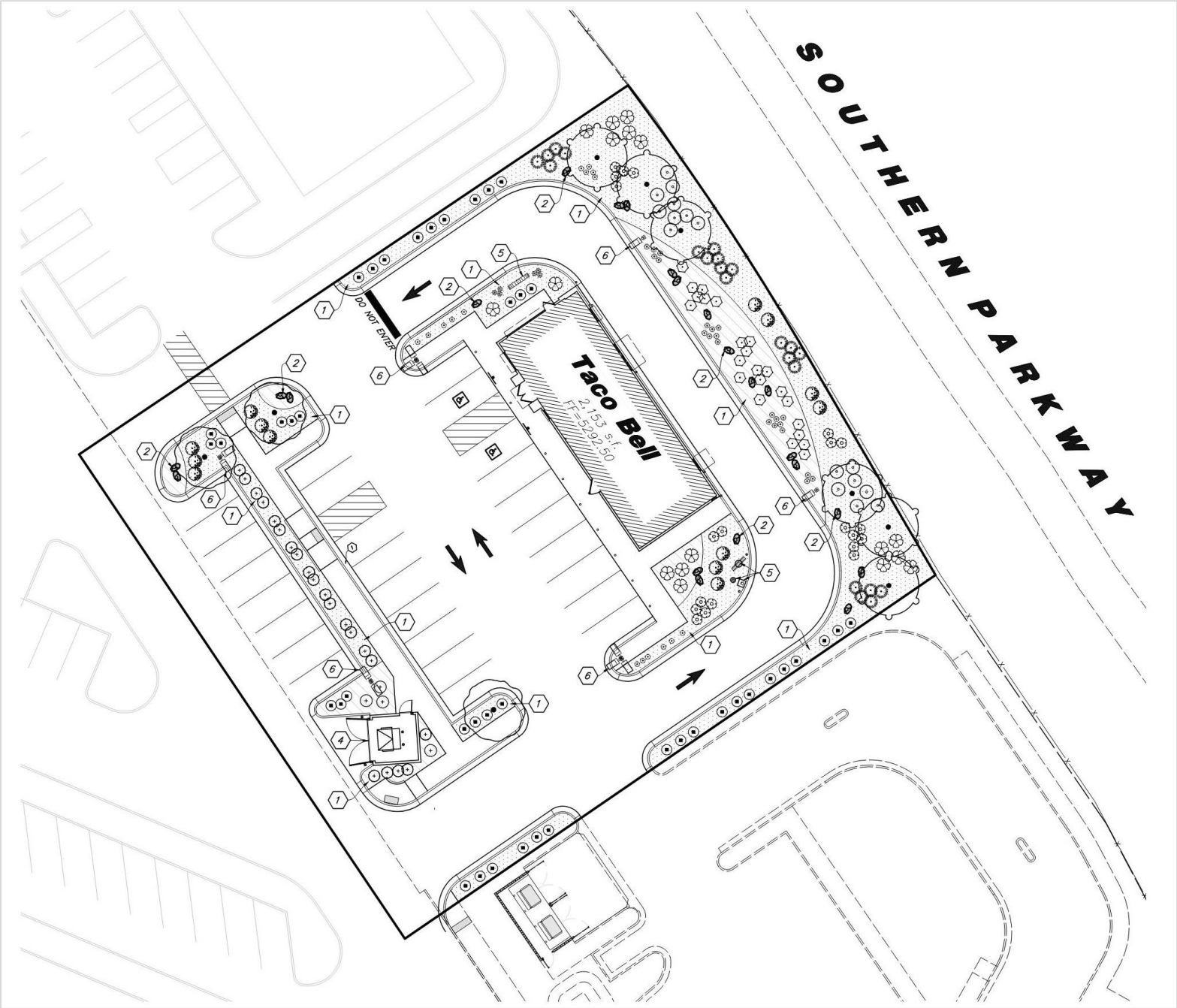
Professional Engineer  
 No. 8038133  
 -2022  
 Daniel Calvin  
 Utah

Charles  
 William  
 & Associates  
 254 GARDENVIEW, SAN ANTONIO, TX 78215

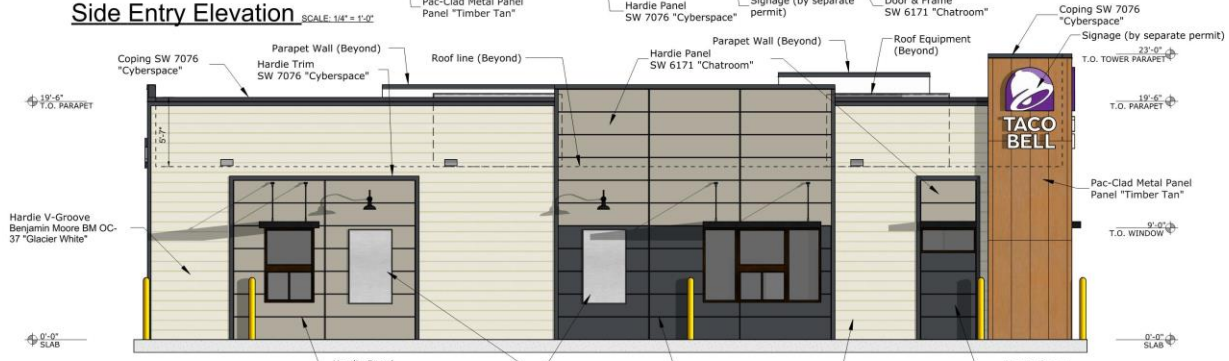
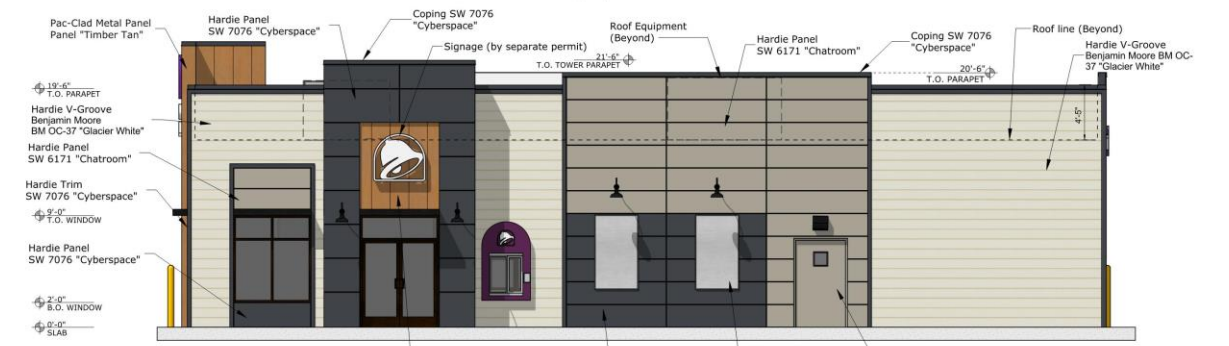
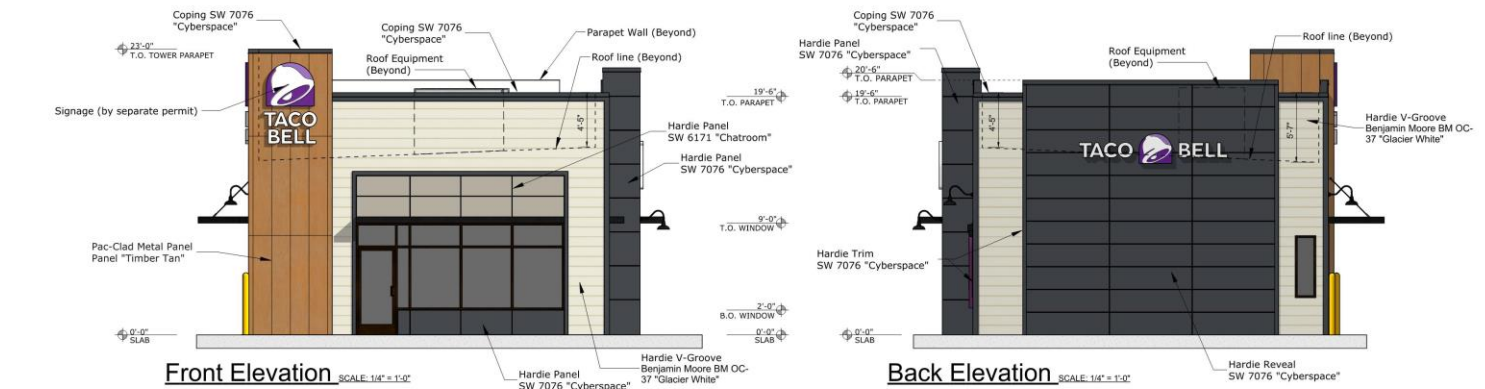
DATE: 02.25.26  
 JOB NO: 8888  
 DRAWN BY: SR  
 SHEET NUMBER:  
**2.1**



# LANDSCAPE PLAN



# ELEVATIONS



## Material and Color Legend

-  Pac-Clad Metal Panel  
Flush Wall Metal Panel  
"Timber Tan"  
Field Color:  
Tower Walls
-  Benjamin Moore  
Exterior Paint  
BM OC-37 "Glacier White"  
Field Color:  
Hardie Artisan V-Groove  
Panel Wall Color
-  SHERWIN WILLIAMS  
Exterior Paint  
SW 6171 "Chatroom"  
Field Color:  
Hardie Panel Vertical Siding  
Panel Wall/Door/  
Frame Color
-  SHERWIN WILLIAMS  
Exterior Paint  
SW 7076 "Cyberspace"  
Field Color:  
Hardie Panel Vertical Siding  
Panel Wall/Trim/  
Mtl Copping Color

All signs are not vested & are approved with a separate permit

REVISIONS

Exterior Renders

NEW RESTAURANT FOR  
**TACO BELL**  
W. Linn, Midland Park, Penna., AZ 05503

PRELIMINARY - SEE LIST  
FOR REVISIONS AND  
INTERIM REVIEW AND  
FINAL APPROVAL  
PRIOR TO CONSTRUCTION  
PURPOSES  
CONTACT FOR #2 242421

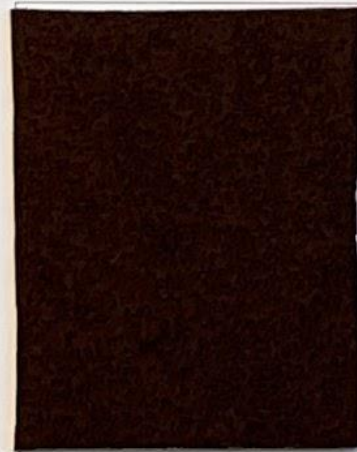
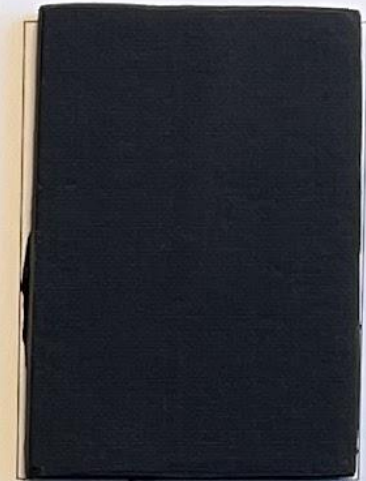
Charles  
William  
Pope  
& Associates  
ARCHITECTURE & PLANNING CONSULTING  
222 GARDENVIEW, SAN ANTONIO, TX 78213

DATE: 04.25.25  
JOB NO: 4549  
DRAWN BY: [Signature]  
SHEET NUMBER: 3.3.3

# MATERIALS BOARD



SHERWIN WILLIAMS  
Exterior Paint  
-  
SW 7076  
Semi-Gloss  
-  
**"Cyberspace"**  
-  
Hardie Reveal  
Panel Wall Color



WESTERN STATES  
T-Groove Metal Panel  
-  
**"Weathered Rustic"**  
-  
Front Taco Bell Tower



SHERWIN WILLIAMS  
Exterior Paint  
-  
SW 7043  
Semi-Gloss  
-  
**"Wordly Gray"**  
-  
Hardie V-Groove  
Panel Wall Color



## Sample Board

45881 | Taco Bell - Desert Color Parkway  
S. Desert Color Parkway, St. George, UT 84790

Charles William Pope  
& Associates  
224 Gardenview  
San Antonio, Texas 78213  
Tel: (210) 349-6905 Fax: (210) 349-6025

04.03.2026

**A**

# MOTION

“I MOVE THAT WE APPROVE THE PD AMENDMENT FOR TACO BELL, CASE NO. 2026-PDA-011, BASED ON THE FINDINGS AND SUBJECT TO THE CONDITIONS LISTED IN THE STAFF REPORT.”

# CONDITIONS

1. A SITE PLAN MUST BE APPLIED FOR AND APPROVED PRIOR TO CONSTRUCTION OF THE SITE.
2. THE FINAL PLAT MUST BE REVIEWED AND RECORDED TO CREATE THE LOT UPON WHICH IT IS LOCATED.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE DESERT COLOR PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 0.75 ACRES AND APPROVING THE DESIGN AND SITE PLAN FOR A NEW TACO BELL GENERALLY LOCATED EAST OF DESERT COLOR PKWY AND BETWEEN SOUTHERN PARKWAY AND BLACK MOUNTAIN DRIVE TO BE KNOWN AS TACO BELL AT DESERT COLOR.**

(TACO BELL AT DESERT COLOR)

**WHEREAS**, the property owner has requested an amendment to the Desert Color PD-C (Planned Development Commercial) zone and approval for the design and site plan for a restaurant located on a 0.75-acre site; and

**WHEREAS**, the Planning Commission held a public hearing on May 12, 2026, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 5-0 vote with the following condition:

1. A site plan must be applied for and approved prior to construction of the site.
2. The final plat must be reviewed and recorded to create the lot upon which it is located.

**WHEREAS**, the City Council held a public meeting on this request on May 28, 2026, to consider the amendment of PD-C for a restaurant; and

**WHEREAS**, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George; and

**WHEREAS** the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the city.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Enactment.** The approved planned development within the PD-C Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of Taco Bell in Exhibit 'B'. The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit 'A'.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of this ordinance extend beyond eighteen (18) months of the date of adoption.

APPROVED AND ADOPTED by the St. George City Council, this 28<sup>th</sup> day of May 2026.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Larkin \_\_\_\_\_

Councilmember Larsen \_\_\_\_\_

Councilmember Tanner \_\_\_\_\_

Councilmember Kemp \_\_\_\_\_

Councilmember Anderson \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

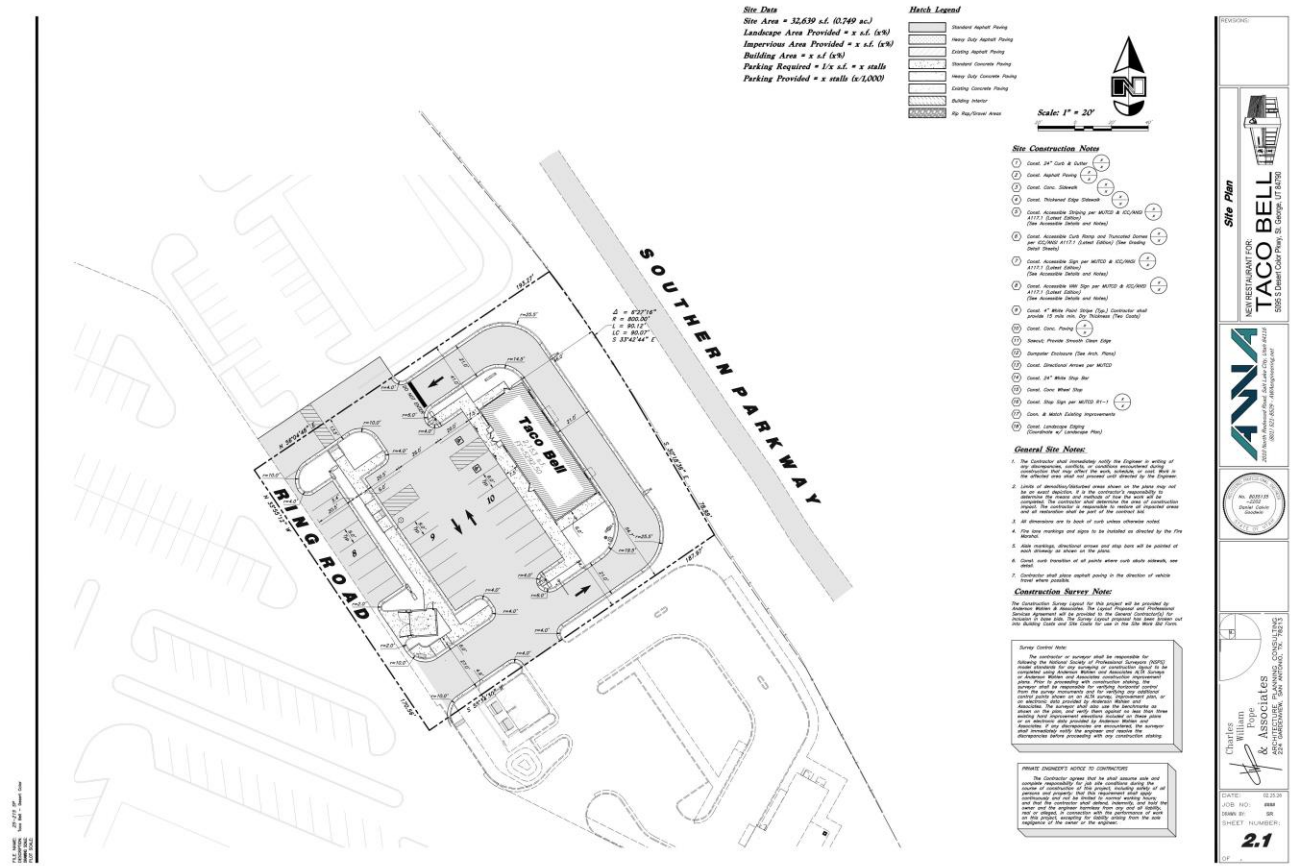
# EXHIBIT "A"

A parcel of land located in the Southwest Quarter of Section 24, Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies North 01° 16' 53" East along the section line 736.59 feet and due West 2281.97 feet, from the South Quarter Cortner of Section 24, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 33° 55' 12" West 170.56 feet; thence North 56° 04' 48" East 193.27 feet to a point on the westerly right-of-way line of the Southern Parkway, Document No. 20111111332, Official Records, Washington County, State of Utah; thence along said line the following two (2) courses: 1) southeasterly along a 800.00 foot radius non-tangent curve to the right, (long chord bears South 33° 42' 46" East a distance of 90.07 feet), center point lies South 53° 03' 36" West through a central angle of 06° 27' 16", a distance of 90.12 feet, and 2) South 30° 18' 38" East 78.99 feet; thence South 55° 34' 30" West 187.97 feet the point of beginning.

Containing 32,639 square feet or 0.749 acres.

# EXHIBIT "B"



Scale: 1" = 20'

**Site Plan**

DESIGNED BY: TACO BELL

DESIGN NUMBER: 20111111332

DATE: 03/20/11

PROJECT: RING ROAD

PROJECT NUMBER: 2.1

**Agenda Date:** 05/28/2026

**Agenda Item Number:** 10

**Subject:**

Consider approval of Ordinance No. 2026-045 amending the City Zoning Map by changing the zone from PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 sq ft lot minimum) to R-1 (Single-Family) on approximately 101.61 acres generally located north of South Desert Townhomes and the current end of Hamilton Drive. (Case No. 2026-ZC-007 - Southern Hills East Areas 5-9)

**Item at-a-glance:**

Staff Contact: Brenda Hatch

Applicant Name: DSG Engineering, Mike Terry

Reference Number: 2026-ZC-007

Address/Location:

Generally located north of South Desert Townhomes and the current end of Hamilton Drive

**Item History (background/project status/public process):**

The underlying general plan is MDR (Medium Density Residential) 5-9 DUA (Dwelling Units per Acre). At their meeting held on April 28, 2026, the Planning Commission held a public hearing recommending approval with no conditions, by a unanimous vote of 6-0. No public comments were received.

**Staff Narrative (need/purpose):**

This application proposes a zoning map amendment for 101.61 acres, changing the designation from PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 sq. ft. minimum) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage). The R-1 zone is a new designation heard and recommended by the Planning Commission in February 2026 then approved by the City Council on March 25, 2026. This zone allows for various lot sizes as there is no minimum square footage requirement. However, because the underlying General Plan is MDR (Medium Density Residential), a minimum frontage requirement of 40 feet applies, and density is capped at nine units per acre.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Planning Commission recommends approval.

**Attachments**

**PLANNING COMMISSION AGENDA REPORT:**  
**CITY COUNCIL AGENDA REPORT:**

<b>Southern Hills East Areas 5-9</b> Zone Change (Case No. 2026-ZC-007)	
<b>Request:</b>	Consider an ordinance to amend the City Zoning Map by amending the zone from PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 sq ft lot minimum) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage) on approximately 101.61 acres generally located north of South Desert Townhomes and the current end of Hamilton Drive.
<b>Applicant:</b>	DSG Engineering, Mike Terry
<b>Location:</b>	Generally located north of South Desert Townhomes and the current end of Hamilton Drive
<b>General Plan:</b>	MDR (Medium Density Residential)
<b>Existing Zoning:</b>	PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 sq ft lot minimum)
<b>Surrounding Zoning:</b>	North PD-R (Planned Development Residential) and AV-1 (Airport Vicinity Industrial)
	South PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 minimum sq ft lots)
	East AV-1 (Airport Vicinity Industrial)
	West OS (Open Space)
<b>Land Area:</b>	Approximately 101.61 acres



**BACKGROUND:**

The Planning Commission held a public hearing on April 28, 2026, no public comments were received.

This application proposes a zoning map amendment for 101.61 acres, changing the designation from PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 sq. ft. minimum) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage).

The R-1 zone is a new designation heard and recommended by the Planning Commission in February 2026 then approved by the City Council on March 25, 2026. This zone allows for various lot sizes as there is no minimum square footage requirement. However, because the underlying General Plan is MDR (Medium Density Residential), a minimum frontage requirement of 40 feet applies, and density is capped at nine units per acre.

The Southern Hills East Area Zone Plan was approved by City Council on June 3, 2021. In this plan, Areas 6, 7, and 8 were designated as R-1-7 (Residential Single-Family, minimum 7,000 sq. ft. lots), while Areas 5 and 9 were designated as PD-R (Planned Development Residential). The total 101.61 acres is designated as MDR (Medium Density Residential).

Please note that this zone change was an “Initial PD.” Consequently, individual details for these areas were intended to be finalized through subsequent Planned Development Amendments or Plats, as required by the zoning designations.

The table below summarizes the proposals from the initial zone plan:

Area	Name	Zoning	Units	Unit Type	Acres	DUA
5	Rolling Desert PD	PD-R	94	Patio Homes	23.4	4.02
6	Cove Valley Subdivision	R-1-7	158	Single Family	39.27	4.02
7	Dry Wash Subdivision	R-1-7	48	Single Family	14.9	3.22
8	TBD	R-1-7	57	Single Family	15.78	3.61
9	TBD	PD-R	134	PD-Residential	16.2	8.98

Phases 1, 2 and 3 of Cove Valley Subdivision have been developed at the R-1-7 zoning designation and are not included in this application.

**NOTICING:**

Notice letters were sent to property owners within a 500 ft. radius of the rezone and notices were posted in three (3) public places on the City website, State website, and on the bulletin board in the City.

**RECOMMENDATION:**

The Planning Commission forwarded a recommendation of approval with a unanimous vote of 6-0.

**ALTERNATIVES:**

1. Recommend approval as presented.
2. Recommend denial.
3. Continue the proposed zone change amendment to a specific date.

**POSSIBLE MOTION:**

"I move that we approve ordinance no. 2026-XXX for Southern Hills East Areas 5-9, case number 2026-ZC-007, based on the findings listed in the staff report."

**FINDINGS FOR APPROVAL:**

1. That the proposed zone change still lines up with the Medium Density Residential designation in the General Plan, and it gives a little more flexibility on lot sizes while staying within the expected density.
2. That this zone change is a continuation of what was already anticipated with the original PD zoning, where the details were anticipated to be worked out later through plats and follow-up approvals.
3. That the surrounding area already has a mix of zoning and residential development, so moving to R-1 here isn't introducing anything out of character with what's already out there.
4. That shifting to the R-1 zone should make it easier to design and phase the subdivision, with the understanding that the plat process will still work through specifics like layout, access, and infrastructure.

## **Exhibit A**

### **PowerPoint Presentation**

# Southern Hills East Areas 5-9

2026-ZC-007



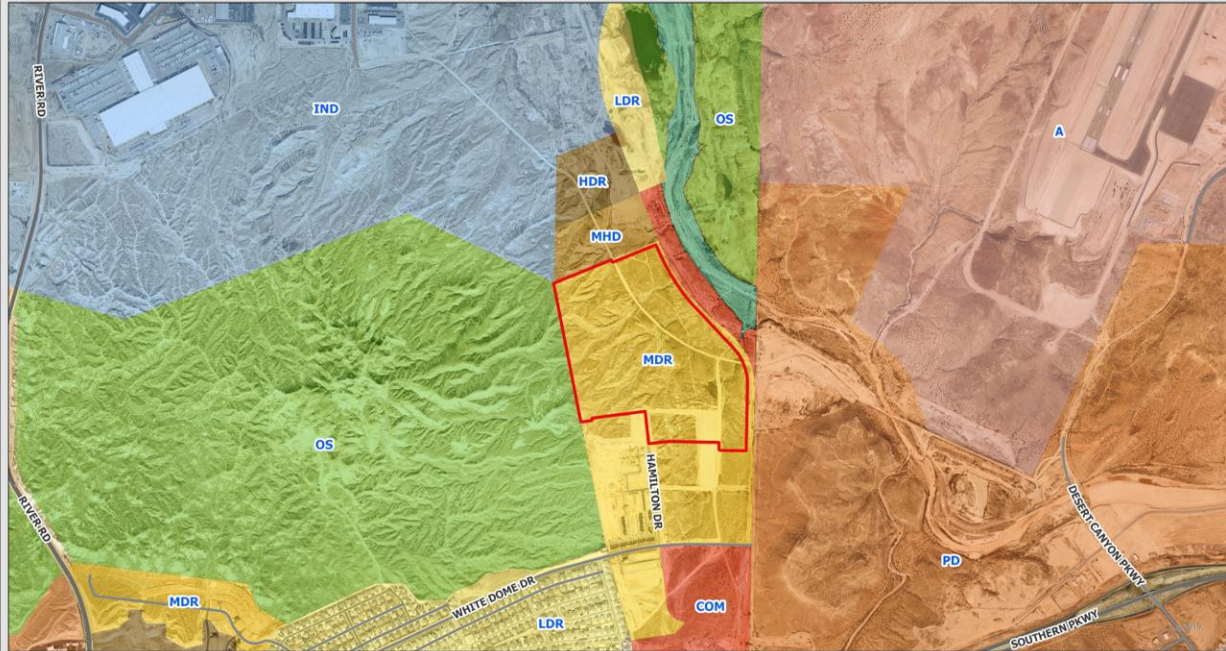
# Location



**SOUTHERN HILLS EAST  
AREAS 5-9**



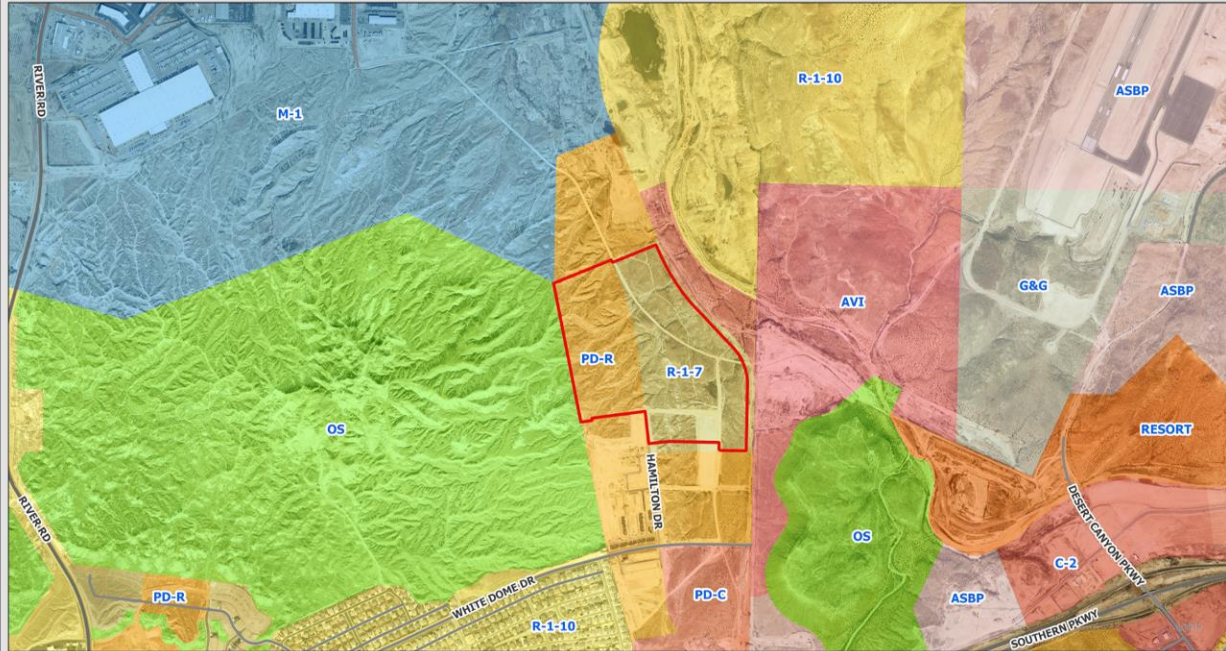
# Land Use



## SOUTHERN HILLS EAST AREAS 5-9



# Zoning



## SOUTHERN HILLS EAST AREAS 5-9

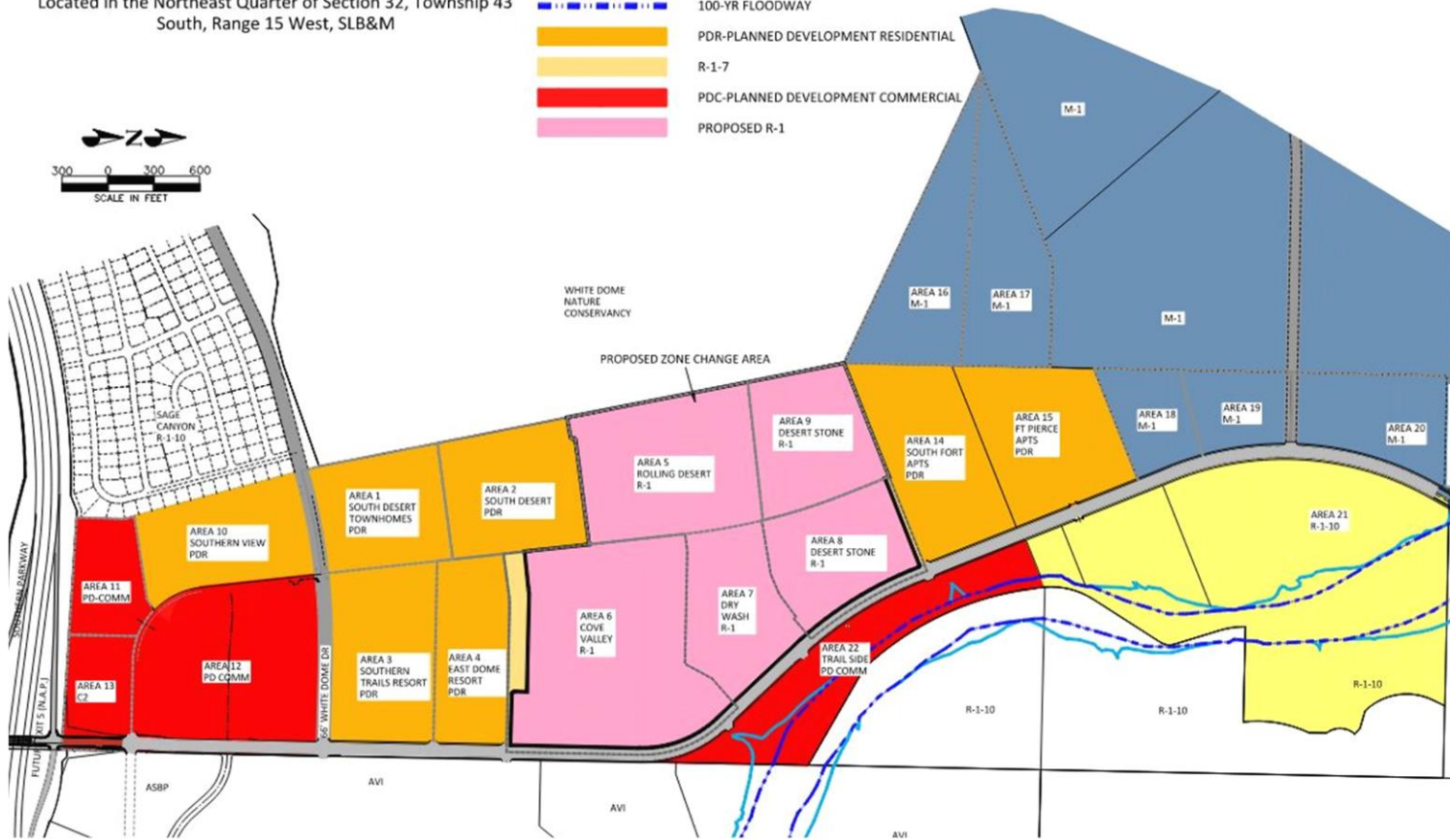
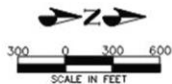


# Zone Plan Change for SOUTHERN HILLS EAST

Located in the Northeast Quarter of Section 32, Township 43  
South, Range 15 West, SLB&M

## LEGEND

-  100-YR FLOODPLAIN
-  100-YR FLOODWAY
-  PDR-PLANNED DEVELOPMENT RESIDENTIAL
-  R-1-7
-  PDC-PLANNED DEVELOPMENT COMMERCIAL
-  PROPOSED R-1



# Possible Motion

“I move that we approve ordinance no. 2026-XXX for Southern Hills East Areas 5-9, case number 2026-ZC-007, based on the findings listed in the staff report.”

---

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM PD-R (PLANNED DEVELOPMENT RESIDENTIAL) AND R-1-7 (RESIDENTIAL SINGLE-FAMILY 7,000 SQ FT LOT MINIMUM) TO R-1 (SINGLE-FAMILY NO MINIMUM SQUARE FOOTAGE, 40-FOOT MINIMUM LOT WIDTH/FRONTAGE) ON APPROXIMATELY 101.61 ACRES GENERALLY LOCATED NORTH OF SOUTH DESERT TOWNHOMES AND THE CURRENT END OF HAMILTON DRIVE. CASE NO. 2026-ZC-065**

(SOUTHERN HILLS EAST AREAS 5-9)

**WHEREAS**, the property owner has requested a zone change from PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 sq ft lot minimum) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage) on approximately 101.61 acres generally located north of South Desert Townhomes and the current end of Hamilton Drive; and

**WHEREAS**, the City Council held a public meeting on this request on May 28, 2026; and

**WHEREAS**, the Planning Commission held a public hearing on the request on April 28, 2026, and recommended approval with a 6-0 vote with no conditions; and,

**WHEREAS**, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George; and,

**WHEREAS**, the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the City.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Adoption.** The City Zoning Map shall be amended upon the effective date of this Ordinance to reflect the zone change from PD-R (Planned Development Residential) and R-1-7 (Residential Single-Family 7,000 sq ft lot minimum) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage). The zone amendment and location is more specifically described legal description, incorporated herein as Exhibit "A", and shown in Exhibit "B". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 28<sup>th</sup> day of May 2026.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

# Exhibit "A" – Legal Description

## Southern Hills East Areas 5-9

### SOUTHERN HILLS EAST MARCH 2026 ZONE CHANGE BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 88°50'50" WEST 90.000 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING SOUTH 01°09'51" WEST ALONG THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 27), AND RUNNING THENCE SOUTH 01°09'51" WEST 832.539 FEET; THENCE NORTH 88°50'08" WEST 333.566 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°59'51", A DISTANCE OF 31.415 FEET; THENCE NORTH 01°09'44" EAST 80.001 FEET TO A POINT ON THE EXTENSION OF THE NORTHERLY BOUNDARY OF THE COVE VALLEY – PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION LINE AND LINE EXTENDED AND THE NORTHERLY BOUNDARY OF THE COVE VALLEY – PHASE 2 AND THE COVE VALLEY – PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE THE FOLLOWING (2) TWO COURSES: (1) NORTH 88°50'08" WEST 652.031 FEET; AND (2) SOUTH 83°43'47" WEST 270.132 FEET; THENCE NORTH 06°16'13" WEST 425.983 FEET; THENCE SOUTH 82°28'37" WEST 701.291 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 82°40'53" EAST); THENCE ALONG THE ARC OF A 1500.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°01'03", A DISTANCE OF 26.640 FEET; THENCE SOUTH 78°51'52" WEST 141.089 FEET TO A POINT ON THE EASTERLY BOUNDARY OF UTAH STATE PATENT NO. 20156, RECORDED AS DOC. NO. 2011000756 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 11°08'18" WEST ALONG SAID PATENT BOUNDARY, A DISTANCE OF 1847.738 FEET; THENCE NORTH 68°15'36" EAST 800.223 FEET; THENCE SOUTH 21°46'44" EAST 30.000 FEET; THENCE NORTH 68°15'36" EAST 621.338 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 69°01'31" EAST); THENCE ALONG THE ARC OF A 2522.365 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°29'34", A DISTANCE OF 990.207 FEET; THENCE SOUTH 43°28'02" EAST 688.016 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 705.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 44°37'44", A DISTANCE OF 549.139 FEET; THENCE SOUTH 01°09'42" WEST 17.163 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,426,305 SQ. FT., (101.614 ACRES)

# Exhibit "B" – Parcel Exhibit

Zone Plan Change for  
**SOUTHERN HILLS EAST**  
 Located in the Northeast Quarter of Section 32, Township 43  
 South, Range 15 West, SLB&M

LEGEND	
	100-YR FLOODPLAIN
	100-YR FLOODWAY
	PDR-PLANNED DEVELOPMENT RESIDENTIAL
	R-1-7
	PDC-PLANNED DEVELOPMENT COMMERCIAL
	PROPOSED R-1

