



NOTICE OF PUBLIC MEETING PLANNING COMMISSION

Planning Commission
August 13, 2026 @ 5:30 PM

2603 Santa Clara Drive
Santa Clara, Utah 84765

Phone: (435) 673-6712
Email: contact@sccity.org

Public Notice is hereby given that the Planning Commission of the City of Santa Clara, Washington County, Utah, will hold a Planning Commission Meeting in the City Council Chambers, 2603 Santa Clara Drive, Santa Clara, Utah, on Thursday, August 13, 2026, commencing at 5:30 PM. The meeting will be broadcasted on our City website at <https://santaclarautah.gov>.

The agenda for the meeting is as follows:

1. Call to Order

2. Opening Ceremony

A. Pledge of Allegiance: Shelly Harris

3. Conflicts and Disclosures

4. Working Agenda

A. Public Hearing

1. Consideration and possible action on Chapter 17.28.180, Rock Cut Slopes. The proposed code amendment would provide a new section in city code allowing for another wall option in Chapter 17.28, Walls, Fences, and Hedges. Santa Clara City, applicant.
2. Consideration and possible action on a proposed Rezoning and Project Plan for property located at 4405 W. 1700 N. (Big Rocks Subdivision, Lots 1, 2, and 3). The subject properties are approximately 12.99 acres in size. The applicants, Randy & Sue Yocum, propose to Rezone the property from the Open Space OS Zone to the Planned Development Commercial PDC Zone to allow for a wedding and event center on the property.

B. Public Meeting

1. See General Business Items.

5. General Business

A. Recommendation to City Council

1. Recommendation to the City Council for consideration and possible action on Chapter 17.28.180, Rock Cut Slopes. Santa Clara City, applicant.
2. Recommendation to the City Council for consideration and possible action on a proposed Rezoning and Project Plan for property located at 4405 W. 1700 N. (Big Rocks Subdivision, Lots 1, 2, and 3). Randy & Sue Yocum, applicants.

B. Planning Commission Review

1. Review and Recommendation of a Development Agreement. Randy and Sue Yocum, applicants.

6. Discussion Items

A. None.

7. Approval of Minutes

A. Approval of Meeting Minutes: July 09, 2026

8. Directors Report

9. Adjournment

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City at least 24 hours in advance of the meeting by calling (435) 673-6712.

Posted this 6th day of August 2026.

Jim McNulty, Planning Director



TO: Santa Clara Planning Commission
FROM: Jim McNulty, Planning Director
DATE: August 13, 2026
RE: City Code, Chapter 17.28.180, Rock Cut Slopes **(Public Hearing)**

City staff are proposing updates to City Code, Chapter 17.28.180, Rock Cut Slopes. As previously discussed, St. George City recently adopted an ordinance putting provisions in place for Rock Cut Slopes. St. George City worked on this with several local consultants before adoption. A copy of Section 10-18A-10, St. George City Code has been included.

The proposed code amendment was discussed with the Planning Commission on June 11, 2026. This item was also discussed with the City Council on June 24, 2026, and July 22, 2026. Both the Planning Commission and City Council were in favor of this code amendment moving forward. A copy of the draft document has been included for review.

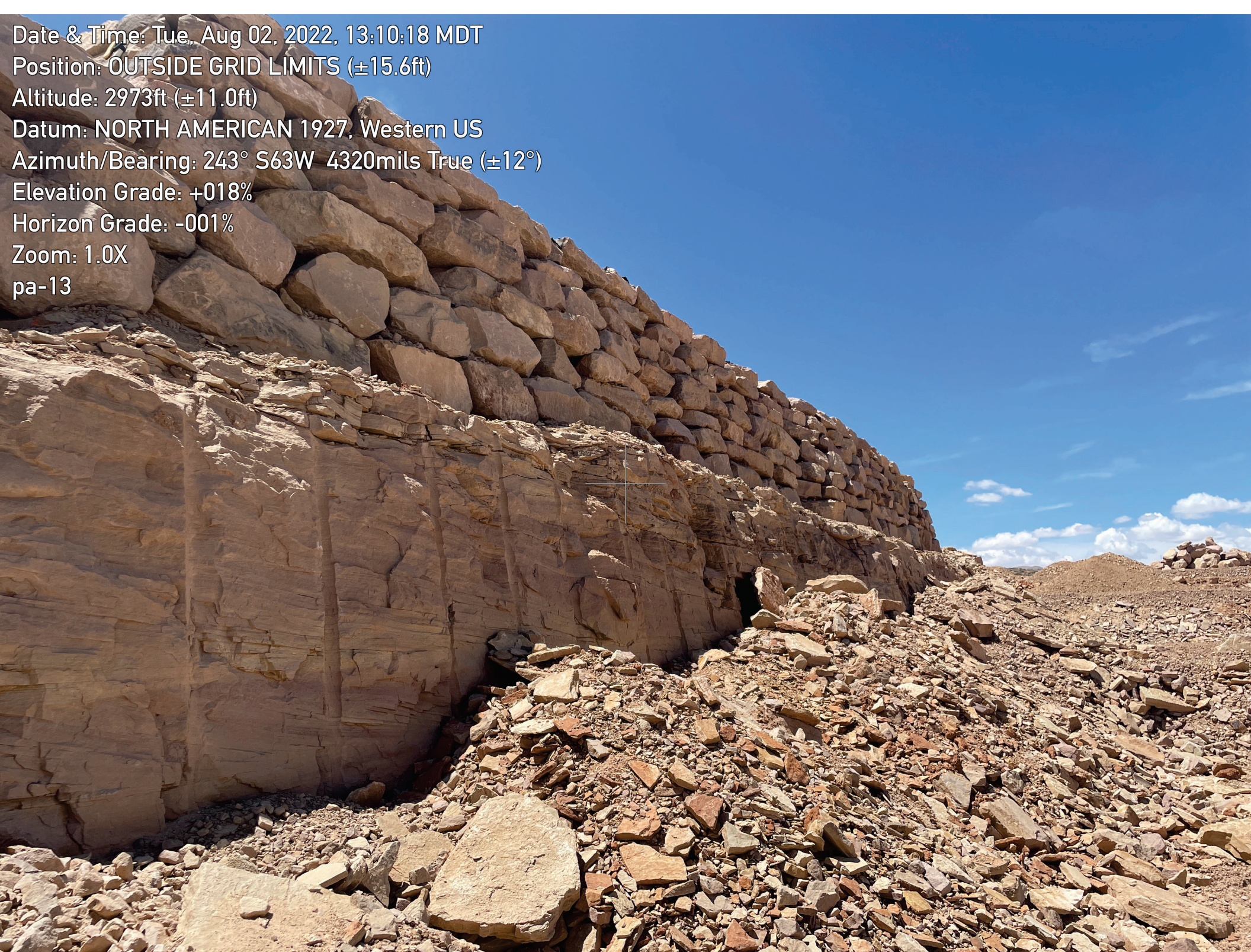
State Code Requirements:

Utah State Code, Section 10-20-502, includes requirements for land use ordinance amendments. To amend an ordinance, a City Planning Commission must hold at least one public hearing. Additionally, a public hearing to consider an ordinance amendment requires a 10-day notice which requires the date, time, and place of the public hearing. City staff have determined that all State Code requirements have been met with this application.

Recommendation:

City staff recommend that the Planning Commission hold a public hearing and forward a recommendation of approval for this code amendment (Chapter 17.28.180, Rock Cut Slopes) to the City Council.

Date & Time: Tue, Aug 02, 2022, 13:10:18 MDT
Position: OUTSIDE GRID LIMITS ($\pm 15.6\text{ft}$)
Altitude: 2973ft ($\pm 11.0\text{ft}$)
Datum: NORTH AMERICAN 1927, Western US
Azimuth/Bearing: 243° S63W 4320mils True ($\pm 12^\circ$)
Elevation Grade: +018%
Horizon Grade: -001%
Zoom: 1.0X
pa-13

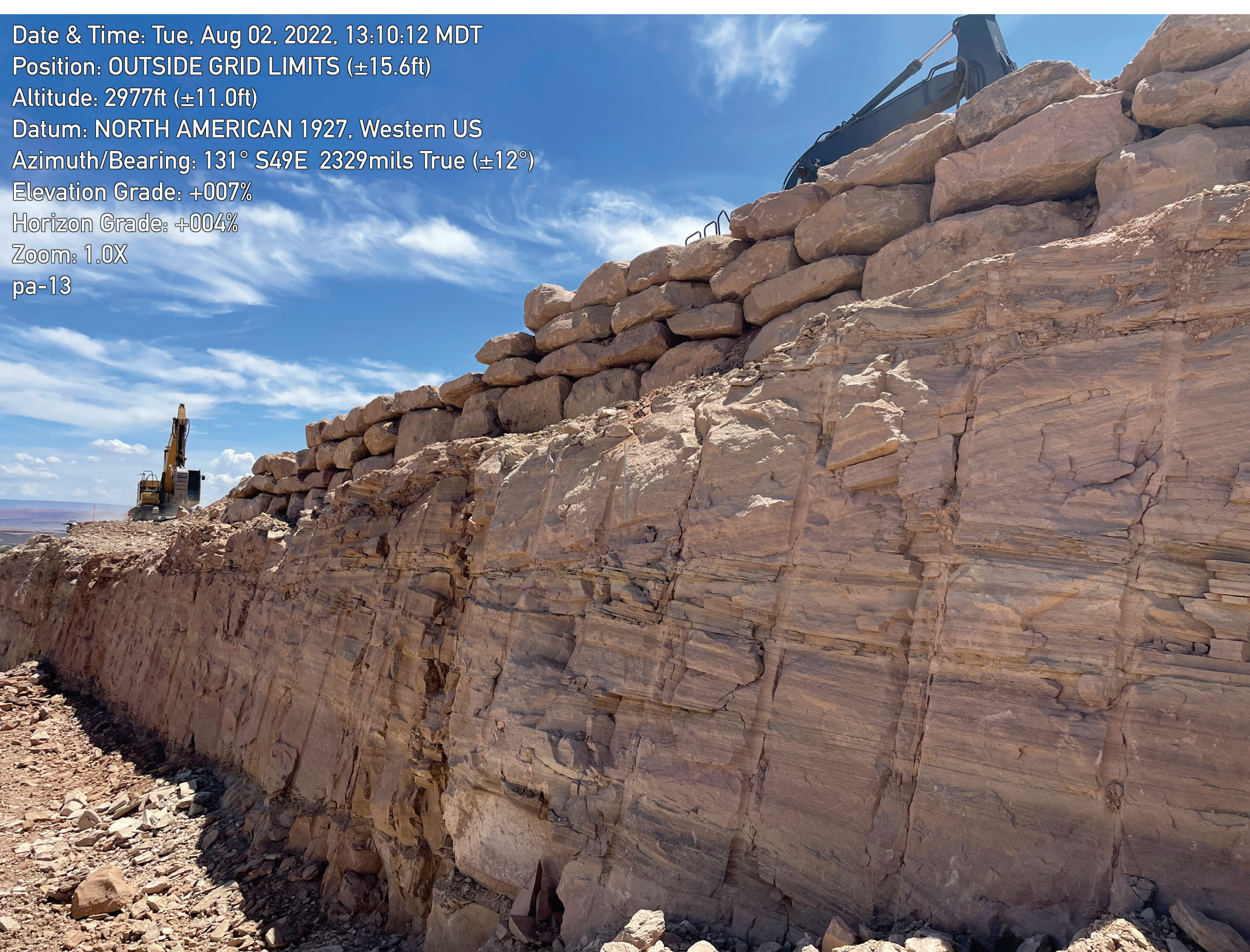








Date & Time: Tue, Aug 02, 2022, 13:10:12 MDT
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Datum: NORTH AMERICAN 1927, Western US
Azimuth/Bearing: 131° S49E 2329mils True ($\pm 12^\circ$)
Elevation Grade: +007%
Horizon Grade: +004%
Zoom: 1.0X
pa-13



Date & Time: Thu, Jun 20, 2024 at 13:37:03 MDT

Position: OUTSIDE GRID LIMITS ($\pm 15.0\text{ft}$)

Altitude: 2995ft ($\pm 11.8\text{ft}$)

Datum: NORTH AMERICAN 1927, Western US

Azimuth/Bearing: 170° S10E 3022mils True ($\pm 13^\circ$)

Elevation Grade: -009%

Horizon Grade: -003%

Zoom: 0.5X

telegraph



CHAPTER 17.28

WALLS, FENCES AND HEDGES

SECTION:

- 17.28.010: Setback Area Defined
- 17.28.020: Permit Required
- 17.28.030: General Standards
- 17.28.040: Interior Lot Requirements
- 17.28.050: Corner Lot Requirements
- 17.28.060: Retaining Walls; Difference In Grade
- 17.28.070: Vacant Lots
- 17.28.080: Fences On the Public Right Of Way
- 17.28.090: Fences On Controlled Access Streets
- 17.28.100: Fences For Recreation Use
- 17.28.110: Fences Required In Certain Areas
- 17.28.120: Nonconforming Fences
- 17.28.130: Courtyard Walls Or Fences
- 17.28.140: Utility Meters
- 17.28.150: Wall And Fence Material
- 17.28.160: Fences Not Otherwise Identified
- 17.28.170: Barbed Wire

17.28.180: Rock Cut Slopes

17.28.010: SETBACK AREA DEFINED:

The term "front setback area" for the purpose of this title shall refer to the setback area (as required by this title) along any street frontage. (Ord. 2022-02 § 1)

17.28.020: PERMIT REQUIRED:

A. A building permit and engineered design is required for the construction of a fence, wall, or retaining wall when one (1) of the following conditions exists:

1. The fence system exceeds seven feet (7') in height.
2. A retaining wall that exceeds a height of four feet (4') as measured from the bottom of footing to the top of wall.
3. The retaining wall is less than four feet (4') in height supporting a surcharge.
4. Any fence that is reviewed and approved by the Planning Commission, prior to the beginning of construction.

B. Each wall and fence system installed requires a review by the building official or designee to ensure the proposed installation is consistent with this code prior to construction. (Ord. 2022-02 § 1)

17.28.030: GENERAL STANDARDS:

A. The finished grade may not be bermed for the purpose of increasing the fence height.

B. No fence or obstruction to view shall be placed within a triangle area formed by a driveway line, the front yard property line, and a line connecting them at points twelve feet (12') along the driveway line and twelve feet (12') along the front property line.

C. When installed on a shared property line, a fence, wall, or retaining wall located on an interior property line separating two (2) residential lots with differing elevations, the maximum height of the fence, wall, or retaining wall shall not exceed six feet (6') above grade on either side unless:

1. The property owners adjoining the fence, wall, or retaining wall agree in writing to a greater height; and

2. A retaining wall is placed against the cut area to retain the natural grade, in which case the fence, wall, and retaining wall combined shall not exceed nine feet (9') in height when measured from the lower lot side.

D. A fence or wall system constructed solely on a residential lot (including footing) may be constructed to a maximum height of nine feet (9'). (Ord. 2022-02 § 1)

17.28.040: INTERIOR LOT REQUIREMENTS:

A. On all interior lot lines, a fence, not to exceed six feet (6') in height, may be erected along all side and rear property lines as per the following requirements:

1. To a point measured fifteen feet (15') from the front property line if the property line is from back of sidewalk.

2. To a point measured twenty-five feet (25') from the front property line if the property line is from back of curb.

B. In any front setback area along interior front and side property lines, no fence, wall, or retaining wall shall exceed three feet (3') in height unless: a non-sight obstructing fence system that is at least fifty percent (50%) open is installed at which, a four foot (4') high fence may be erected one foot (1') behind the property line. (Ord. 2022-02 § 1)

17.28.050: CORNER LOT REQUIREMENTS:

A. On all corner lots, a fence not to exceed six feet (6') in height may be erected along the rear and interior side lot lines. A solid fence or wall shall not be erected in the front yard or street side yard setback area to a height in excess of three feet (3'), except as provided for in subsection C below, and as approved by the building official or designee. Where the fence or wall is located within five feet (5') of the sidewalk, the fence height shall be measured from sidewalk grade. Where the fence or wall is more than five feet (5') from the sidewalk, the height shall be measured from the adjacent grade on the street side.

B. In all zones requiring a front yard setback, no obstruction to view in excess of two feet (2') in height shall be placed on any corner within a triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the property lines allowing for site visibility.

C. Fences or walls erected within the side yard setback that fronts on a public street may have a height up to six feet (6') provided the following conditions are met:

1. Solid fences or walls up to six feet (6') in height shall maintain a minimum five-foot (5') setback from the property line.

2. Non-sight obstructing fences that are at least fifty percent (50%) open shall be allowed to a height of six feet (6') and may be erected one foot (1') behind the property line. (Ord. 2022-02 § 1)

17.28.060: RETAINING WALLS; DIFFERENCE IN GRADE:

When a difference in grade exists between adjoining properties, a retaining wall may be constructed, subject to the requirements set forth in this section. A rock wall whose height does not exceed four (4) vertical feet and whose angle of repose does not exceed a ratio of one to one (1:1) is not a retaining wall for the purpose of this section.

A. The height of the retaining wall shall not exceed six feet (6'). If the retaining wall exceeds four feet (4') in height, the wall shall be engineered and approved pursuant to the International Residential Code (IRC) standards.

B. Retaining wall systems over six feet (6') in height shall be terraced to form benches or landings which can be landscaped. Terraced walls shall be offset at a one to one (1:1) ratio.

C. Retaining walls shall be moisture proofed on the retaining side of the wall below grade.

D. Walls installed during the project development process will be required to comply with the Santa Clara City Construction Design Standards, Section 4.3.2.5, Retaining Walls Required. (Ord. 2022-02 § 1)

17.28.070: VACANT LOTS:

For the purpose of this chapter, it shall be presumed that a vacant lot shall contain a minimum front, side and rear yard that are otherwise required by ordinance. In any required side and rear yard on vacant lots, the maximum height of fences shall not exceed six feet (6'). In any required front yard setback, the maximum height of fences shall not exceed three feet (3'). A non-site obstructing see-through fence that is at least fifty percent (50%) open is allowed at four feet (4') in height and may be erected at the property line. (Ord. 2022-02 § 1)

17.28.080: FENCES ON THE PUBLIC RIGHT OF WAY:

No fence approved under this chapter shall be erected beyond a property line or on the public right of way, without the issuance of a special permit by the city. Approval of a fence on the public right of way shall be considered subject to the following conditions:

A. No fence shall be erected within one foot (1') of an existing or future sidewalk, within a four-foot (4') radius of a fire hydrant, or within a two-foot (2') radius of small utility boxes, light and power poles. Obtain verification from the electrical department for radii on other utility boxes.

B. The city shall retain the right to remove any fence on the public right of way for any purpose it deems necessary. Removal shall be at the sole expense of the property owner.

C. Maintenance of the area between the sidewalk and the property line shall be the responsibility of the property owner. (Ord. 2022-02 § 1)

17.28.090: FENCES ON CONTROLLED ACCESS STREETS:

On controlled access streets, walls, fences, or hedges may be erected to a height of six feet (6') in the setback area, except that a six-foot (6') fence may not be constructed within the area intersected by the right-of-way lines of the curb returns, but not less than thirty feet (30'). See subsection 17.28.030 B. of this chapter. The triangular area may be either

landscaped with low, spreading shrubs, rock landscaping, or paved as part of the sidewalk area. (Ord. 2022-02 § 1)

17.28.100: FENCES FOR RECREATION USE:

A. On interior side and rear property lines, a chain-link fence may be erected to a height of twelve feet (12') for the purpose of enclosing a tennis court, or other court game area. Said fence may not be located within the setback area of yards abutting a front or street side yard.

B. A fence not less than four feet (4') in height shall be erected around all private outdoor swimming pools, hot tubs, or other similar pools not otherwise enclosed (or covered for hot tubs). The specifications for the fence and gates, for residential application, shall be the same as those provided in the International Swimming Pool and Spa Code (ISPSA). This required fence or wall may encompass any amount of the lot or parcel, except that a swimming pool on the same lot and accessory to a dwelling unit shall not be located within the front yard setback. Exceptions:

1. Spas and hot tubs with lockable safety cover that complies with the ASTM F 1346.
2. Swimming pools with a powered safety cover that complies with the ASTM F 1346.

C. A fence not less than six feet (6') in height shall be erected around all public or commercial swimming pools.

D. Fences at a minimum of six feet (6') in height shall be erected around all ponds, canals, or ditches, where, in the opinion of the planning commission, there is determined to be a potential hazard to the health, and safety of surrounding areas or developments. (Ord. 2022-02 § 1)

17.28.110: FENCES REQUIRED IN CERTAIN AREAS:

A. Fences surrounding developments having no individual lots that front on public streets, such as subdivisions with limited access, or planned developments larger than one acre, may have a solid fence in the front setback area to a height of six feet (6'), except that such fence shall be reduced to three feet (3') at driveway entrances and intersections in the same manner as required elsewhere in this chapter.

B. All commercial and industrial developments, in areas zoned accordingly, having a common lot line with property used for residential purposes shall be considered the same as the requirements of a residential interior lot line. Refer to section 17.28.020 of this chapter. (Ord. 2022-02 § 1; Ord. 2012-18)

17.28.120: NONCONFORMING FENCES:

Nonconforming fences shall not be reconstructed except in conformance with the requirements of this chapter. (Ord. 2022-02 § 1)

17.28.130: COURTYARD WALLS OR FENCES:

A courtyard wall or fence (a solid wall, or fence attached to the front dwelling unit and located in the front yard setback area) is allowed as per the following conditions:

A. Front Yard Setback: Front yard facing courtyard walls shall be located fifteen feet (15') from the front property line.

B. Height: The height of such wall or fence shall not exceed four feet (4') in height as measured from the main floor elevation of the dwelling.

C. Application And Review: A building permit as required by section 17.28.015 of this chapter shall be required for all courtyard walls and fences subject to the following:

1. A plan shall be prepared showing the total front yard of the dwelling unit drawn to scale and showing where the proposed courtyard will be located. The application shall also include a front elevation of the dwelling, or a picture of the front of the dwelling, showing how the front will appear with the wall or fence constructed.

2. A detailed plan is required to show how the wall or fence would tie in with the architectural theme of the home, which is complimentary in style and materials of the primary residence.

3. The application shall be submitted to the TRC staff for review. In addition to how the proposal complies with this section, the TRC shall also consider how the proposed wall or fence may impact adjacent dwellings. Construction materials and aesthetic appeal will also be considered in determining whether to approve the request and authorize a building permit for the courtyard fence. City staff may submit the request to the Planning Commission for their review and consideration at the next available meeting. (Ord. 2022-02 § 1)

17.28.140: UTILITY METERS:

Access to utility meters shall be readily accessible. Enclosing a utility meter with a wall or fence is in violation of city code, section 13.08.270, Access to Premises. (Ord. 2022-02 § 1)

17.28.150: WALL AND FENCE MATERIAL:

Building materials that are not specifically manufactured, listed, or commonly used to construct walls or fences are prohibited. (Ord. 2022-02 § 1)

17.28.160: FENCES NOT OTHERWISE IDENTIFIED:

The Planning Commission shall review all requests for any type of fence not specifically identified in this chapter, and may approve said fence if, in the opinion of the Commission, the fence does not impair the intent and purpose of this title. (Ord. 2022-02 § 1)

17.28.170: BARBED WIRE:

Barbed wire, or similar fencing material shall be prohibited in all zones except agricultural. However, barbed wire, or similar fencing material is allowed for security purposes for public utilities and/or facility uses, and shall conform to the following restrictions:

- A. Barbed wire, or similar material shall be pulled tight and not rolled or coiled.
- B. Straight strands of barbed wire, or similar material on top of fences or walls shall not exceed a total height of seven feet (7'). (Ord. 2022-02 § 1)

17.28.180: ROCK CUT SLOPES:

A. A rock cut slope is a cut into a competent rock material that is determined by a geotechnical engineer to be inherently stable and does not require any type of additional retainage for the cut slope.

B. When a competent rock material is cut to form a permanent slope, the height of a single rock cut slope shall not exceed ten feet (10'). A rock cut slope greater than ten feet (10') shall require a bench with a minimum width of $\frac{1}{3}h + 1$, with h being the height of the tallest rock cut slope and h being calculated in feet. The maximum height of a tiered rock cut slope shall not exceed sixteen feet (16').

C. If a rock cut slope is four feet (4') in height or greater and determined by a geotechnical engineer to be susceptible to weathering, fracturing or raveling over time, or for aesthetic purposes, the geotechnical engineer may request mitigation measures in the form of protective stacked rockery face, a segmental block face, or other form of protective face that is approved with a sensitive lands permit. If a protective face is approved with a sensitive lands permit, the following standards shall apply for the protective face:

1. A building permit shall be required from the City which includes a stamped and signed design of the protective face from a licensed geotechnical engineer.

2. The height of the protective face for a single rock cut slope shall not exceed ten feet (10').

3. Terraced protective faces are allowed. The maximum combined height of a tiered protective face for a rock cut slope shall be sixteen feet (16') provided the protective faces are separated by a minimum distance of $\frac{1}{3}h + 1$, with h being the height of the tallest

rock cut and h being measured in feet. The width of the bench shall be measured from face of lower rock cut slope to face of upper rock cut slope.

4. Verification that the rock cut is an inherently stable slope and provide construction recommendations with the engineering design that include minimum rock/block size(s), material properties, maximum inclination of face, and any other items to show a stable, self-supporting protective face. The protective face shall not be designed to resist lateral earth pressures, i.e., designed as a retaining wall.

5. At completion of installation of protective face, a letter of compliance, from the licensed geotechnical engineer indicating the mitigation measures were constructed as designed and for the intended purpose(s), shall be submitted to the City prior to approval of the installation of the protective face.



City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmchnulty@sccity.org

Staff Report

Property Rezoning & Project Plan Summary and Recommendation

Public Body: Santa Clara Planning Commission

Meeting Date: August 13, 2026

Current Zone: Open Space OS

Proposed Zone: Planned Development Commercial PDC

General Plan Designation: Very Low Density Residential VLDR

Property Location: Lots 1, 2, and 3 of the Big Rocks Subdivision, 4405 W. 1700 N.

Property Size: 12.99 Acres

Request: Property Rezoning

Applicant Name: Randy & Sue Yocum

Staff Planner: Jim McNulty

Meeting Type: Public Hearing

PROJECT DESCRIPTION

Randy and Sue Yocum are requesting to Rezone Lots 1, 2, and 3 of the Big Rocks Subdivision, 4405 W. 1700 N. The subject property was recently annexed into the City and is 12.99 acres in size. The applicants are proposing to Rezone the property from the Open Space OS Zone to the Planned Development Commercial PDC Zone to allow for a wedding and event center.

The applicants have submitted a **Project Plan (attached)** that includes two (2) existing large homes, two (2) accessory buildings, and a large outdoor gathering area, with a parking area to be used for events. A Project Plan is required to Rezone a property to the PDC Zone. The Project Plan is intended to give the Planning Commission an idea of what uses and/or development is proposed for the property.

Chapter 17.68, Planned Development Zones, requires a review of the Project Plan. Items associated with the project include site plan layout, road improvements, project utilities, a Development Agreement, short-term rentals, parking, lighting and other identified items. City staff will further discuss the proposed project and requirements in the staff report.

PROJECT PLAN REVIEW ITEMS

City staff have worked with the applicants on several items associated with the Project Plan. The following includes required information from Chapter 17.68, Planned Development Zone:

1. **Site Plan Layout:** Access to the site will be provided via 1700 N., through the Davis Anderson property that connects with an existing BLM/County Road #0842 (dirt and gravel road), maintaining the existing 20' width to the property boundary. This connects to both the upper home and lower home access points. The **upper home** includes a private 28' driveway with a Knox Box and turn-around for fire and emergency vehicle access. The **lower home** includes a private 28' driveway with a Knox Box and turn-around for fire and emergency vehicle access, as well as access to the **parking area for events**. This provides access to the **large outdoor gathering area and accessory buildings** associated with the wedding and event center. The large outdoor gathering space is approximately 30,000 sq ft in size, with the two (2) accessory buildings being 1,560 sq ft and 2,750 sq ft. respectively. In addition, the applicants have provided a **required 28' driveway with a hammerhead turn-around** providing fire and emergency vehicle access to outdoor gathering area and the two (2) accessory buildings.
2. **Road Improvements:** Future road improvements for this project are unique and include Public, BLM, Santa Clara Field Canal Company, and Yocum properties.
 - a. **Public Road Improvements (45' cross-section)** will be required through the Davis Anderson Property (previously owned by Kelly Graff) with a future residential subdivision being planned for the site.
 - b. The **BLM Road improvements will include a 48' cross-section** to include 28' of asphalt, with 10' burrow ditches on either side.
 - c. The **Santa Clara Field Canal Company** improvements will include a **25' all-weather access road**.
 - d. The **Yocum Private Driveway** improvements will include a **28' all-weather access driveway**. A Development Agreement is required for the project.
3. **Dust Control:** The future road improvements for this project are unique and will not be installed until certain items are addressed as discussed above (**Road Improvements**). The applicants will be required to **submit a Dust Control Plan** prior to additional events occurring on the property. Precautionary measures are needed to protect the general health, safety, and welfare of residents living in the vicinity.
4. **Project Utilities:**
 - a. The applicants are proposing to use the **existing septic system** originally installed for the property. City staff research indicates that septic capacity will limit the upper home to 12 people and the lower home to 8 people at maximum capacity.
 - b. The applicants propose to use the existing water connection to both homes. The proposed commercial use of the property requires an **upgrade to an 8" waterline** to provide for two (2) fire hydrants. Additionally, the applicants are required to work with the Santa Clara Field Canal Company to **provide a 20' waterline easement**. A note has been provided on the Project Plan along with an **Easement Exhibit Drawing (attached)**.
 - c. The applicants intend to use the **existing power provided to the site (Rocky Mountain Power)**. Future site improvements will require connecting to City sewer and power.
 - d. A **45' Public Utility Easement PUE** is required along the lower private driveway providing access to the event space and parking areas (see Project Plan).

Request: Property Rezoning

5. **Development Agreement:** City Attorney, Matt Ence, has worked with the applicants and legal counsel on a required Development Agreement for the project. This item will be discussed separately on the Planning Commission agenda.
6. **Short-Term Rentals:** The applicants are proposing to use the **two (2) existing homes on site as short-term rentals** to support and enhance the operations, which they believe will create a unique venue for the community. The PDC Zone allows for short-term rentals as a conditional use. The upper home is 4,950 sq ft in size. The lower home is 7,620 sq ft in size. Occupancy will be limited to 12 people for the upper home, with 8 people for the lower home as discussed above (**Project Utilities**). The Conditional Use Permit application will be reviewed by the City Council along with the Rezoning application and Development Agreement.
7. **Parking:** The Project Plan includes a parking area with **78 parking spaces for the wedding and event center**. It also includes 10 parking spaces for both the upper home and lower home (**20 spaces total**) to be used as short-term rentals for a total of **98 parking spaces**. A wedding and event center use is not included in Chapter 17.32, Parking Requirements of City Code. City staff have researched this item and determined that an **average of 2.5 people per vehicle** appears to be the standard used by the Institute of Transportation Engineers ITE for this type of use. This equates to a parking capacity **allowing 245 people**. Finally, it appears that the parking area could be expanded in the future if needed.
8. **Site Landscaping:** A Landscape Plan has not been provided; however, the applicants intend to utilize the site as currently improved. If additional landscaping is proposed, the applicants are required to submit this information to City staff for review. All landscaping must comply with **City Ordinance #2024-02, Water Efficient Landscaping and Conservation Standards**.
9. **Outdoor Lighting:** Lighting information has not been provided. City staff recommend that all site lighting be **shielded and directed downward to avoid any light spill**. It appears that wall pack lighting on the existing buildings and low mounted ground accent lighting and pathway lighting would be sufficient. If additional lighting is proposed, the applicants are required to submit this information to City staff for review.
10. **Project Signage:** No information has been provided for signs. If signs are proposed on the property, it will require review and approval by the Planning Commission at a later date.
11. **Portable toilets and washing sinks:** The Project Plan includes an area for portable toilets. City staff recommend that the applicants review the portable toilet and washing sink requirements with their service provider to determine what's needed for events.
12. **Noise:** A noise complaint associated with a recent event on the property was submitted to City staff. Apparently, music can be heard from the existing single-family homes to the southeast within the Hills @ Santa Clara, Phase 2 Subdivision. The applicants are required to comply with Chapter 9.12.020, and Chapter 9.12.021, Excessive Noise Prohibited of City Code.

NEIGHBORHOOD RESPONSE

Notices were sent to the property owners within 300' of the subject property. The subject property was also posted as per State Code. No responses have been received by City staff as of the writing of this report.

GENERAL PLAN CONSIDERATION

This property was **annexed into the City on August 13, 2025 (Rosenbruch Annexation)**. Additionally, Santa Clara City adopted an updated General Plan in 2025. The Future Land Use Map includes a Very Low Density Residential VLDR designation for the subject property. The description for VLDR states the following:

“This classification is intended for rural or semi-rural areas where development is limited to fewer than two dwelling units per acre. It supports large-lot single family homes, agricultural uses, and open space buffers. This designation helps preserve natural landscapes, reduce infrastructure demands, and maintain the rural character of the community’s outskirts or environmentally sensitive areas.”

The proposed Rezoning application would allow for the proposed wedding and event center to be legally established on the property. City staff and legal counsel believe that the proposed use of property is encouraged by the General Plan.

REZONING APPLICATION

City staff and legal counsel have discussed the proposed Rezoning application. We believe that the proposed Rezoning is in harmony with the rural character of the property. The applicants informed the City that they intended to Rezone the subject property to allow for the proposed wedding and event center during the Annexation process.

REZONING CONSIDERATION

Chapter 17.18.090 of city code provides standards of review for the City. In consideration of any zoning map amendment (Rezoning), the land use authority shall consider the following matters, and the City Council shall give reasonable consideration to the following:

- a. Is the proposed use suitable in view of the zoning and development of adjacent and nearby property.
Yes.
- b. Will the proposed use adversely affect the existing use or suitability of adjacent or nearby property.
No.
- c. Are there substantial reasons why the property cannot or should not be used as currently zoned.
Yes.
- d. Will the proposed use cause an excessive or burdensome use of public facilities or services, including, but not limited to streets, schools, water or sewer utilities, and police or fire protection.
No.
- e. Is the proposed use compatible with the purpose and intent of the General Plan.
Yes.
- f. Will the use be consistent with the purpose and intent of the proposed zoning district.
Yes.
- g. Is the proposed use supported by new or changing conditions not anticipated by the General Plan.
No.
- h. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to the unrestricted use of property.
Yes.

STATE CODE CONSIDERATIONS

Utah Code, Section 10-20-503, includes requirements for a Rezoning of property. To consider a rezoning, a city must hold at least one public hearing. Additionally, a public hearing to consider the item requires 10 days' notice rather than 24 hours' notice. A notice must also be sent to all property owners within 300' of the subject property, with a notice in a visible location, with a sign of sufficient size and durability. The City is also required to post on the State Public Notice website. City staff have determined that all State Code requirements have been met with this application.

CITY STAFF RECOMMENDATION

City staff recommend that the Planning Commission review the submitted Rezoning & Project Plan application to determine if the application is complete. If the application is determined to be complete, City staff would recommend that the Planning Commission forward a recommendation to the City Council for their review and consideration of the application subject to the following conditions:

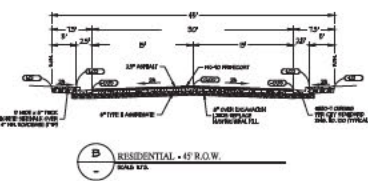
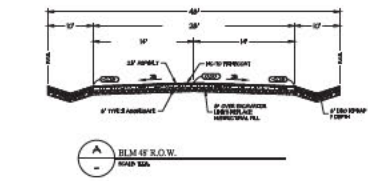
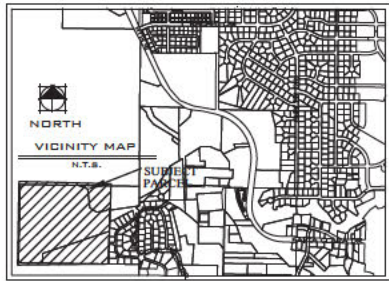
1. That the applicants are required to comply with the recommendations from all city reviewing departments.
2. That the applicants are required to install site improvements which meet city standards.
3. That the project be built and/or improved according to the Project Plan. That this includes but is not limited to all items listed in the staff report.
4. That the project complies with all requirements within the Development Agreement. That the Development Agreement be signed by both parties and recorded prior to any operations occurring associated with the wedding and event center use.
5. That the future road improvements (Public Road, BLM Road, Santa Clara Field Canal Company Road, and Yocum's Private Driveways including all Fire Code requirements) comply with items listed in the staff report and the Development Agreement.
6. That a dust control plan be submitted by the applicants prior to additional events occurring on the property to protect the general health, safety, and welfare of residents living in the vicinity.
7. That the project utilities comply with the items listed in the staff report and the Development Agreement.
8. That the proposed short-term rentals be approved as a conditional use by the City Council and included within the Development Agreement.
9. That the project parking includes 78 spaces for the wedding and event center, as well as 10 spaces for both the upper home and lower home for a total of 98 parking spaces.
10. That if additional landscaping is proposed, it must comply with City Ordinance #2024-02, Water Efficient Landscaping and Conservation Standards.
11. That outdoor lighting includes wall pack lighting on existing buildings and low mounted ground accent lighting and pathway lighting. If additional lighting is proposed, it must be submitted to City staff.
12. That project signage on the property be reviewed and approved by the Planning Commission at a later date.
13. That the applicants review the portable toilet and washing sink requirements with their service provider to determine what's needed for events.
14. That the applicants are required to comply with Chapter 9.12.020, and Chapter 9.12.021, Excessive Noise Prohibited of City Code.
15. That the proposed property Rezoning complies with Chapter 17.18.090 items below:
 - a. The proposed use is suitable in view of the zoning and development of adjacent and nearby property;

Request: Property Rezoning

- b. The proposed use will not adversely affect the existing use or suitability of adjacent or nearby property;
- c. There are substantial reasons why the property cannot or should not be used as currently zoned;
- d. The proposed use will not cause an excessive or burdensome use of public facilities or services, including, but not limited to streets, schools, water or sewer utilities, and police or fire protection;
- e. The proposed use is compatible with the purpose and intent of the General Plan;
- f. The proposed use is consistent with the purpose and intent of the proposed zoning district.
- g. The proposed use is not supported by new or changing conditions anticipated by the General Plan;
- h. The proposed use does reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to the unrestricted use of property.

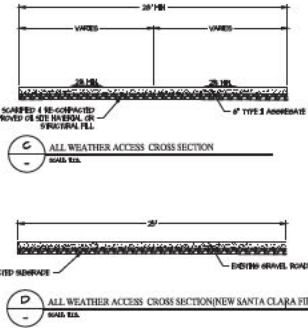
With the following findings:

- 1. That the Rezoning is compliant with the Santa Clara General Plan and Future Land Use Map, Very Lower Density Residential VLDR.
- 2. Adjacent properties in the vicinity are owned by the BLM and Santa Clara Field Canal Company, which remain undeveloped, with single-family homes zoned R-1-10 to the east.
- 3. That the PDC Zone allows for a wedding and event center as a permitted use.
- 4. The PDC Zone allows for short-term rentals as a conditional use.



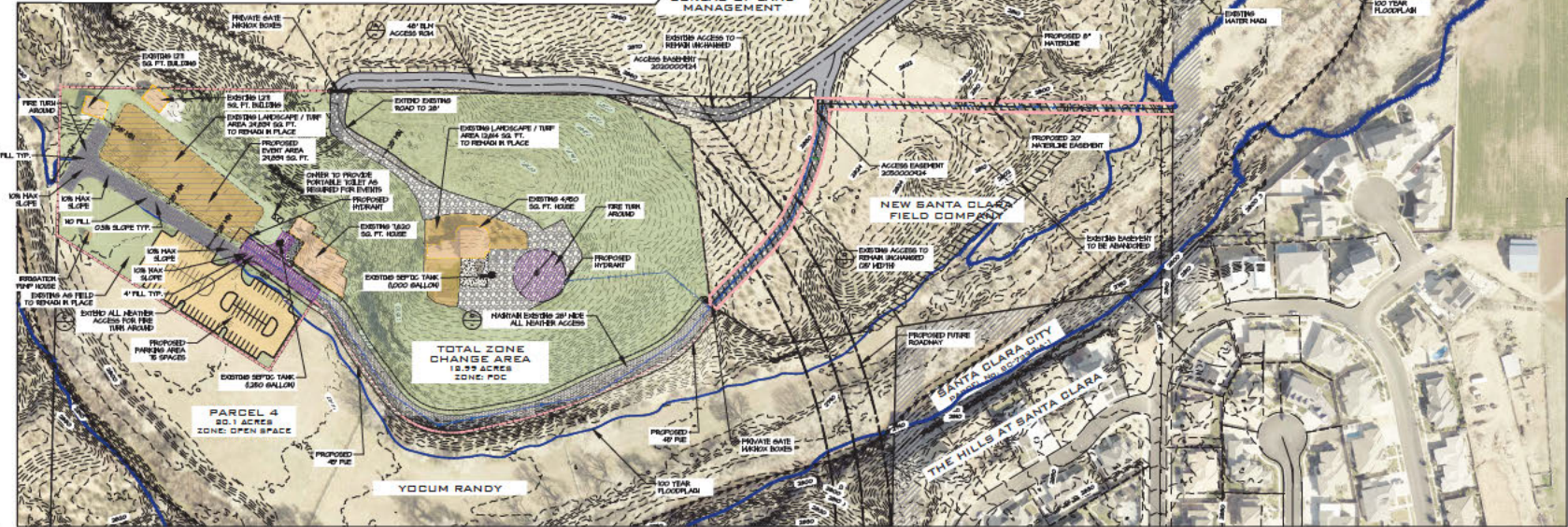
LEGEND

- EXISTING WATER MAIN
- PROPOSED 8" WATER LINE
- FUTURE ASPHALT
- EXISTING ALL-WEATHER ACCESS
- EXISTING ALL-WEATHER ACCESS
- PROPOSED ALL-WEATHER ACCESS
- EXISTING CONCRETE
- EXISTING LANDSCAPE / TURF
- EXISTING BUILDING
- PROPOSED PARKING AREA
- OPEN SPACE
- PROPOSED EVENT SPACE
- FIRE TURNAROUND



NOTES

- PROJECT TO MAINTAIN EXISTING 8" WATER MAIN.
- PROJECT TO MAINTAIN EXISTING 8" WATER MAIN. MAINTENANCE SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SANTA CLARA FIELD COMPANY'S MAINTENANCE MANUAL.
- PROPOSED 8" WATER LINE IMPROVEMENTS TO BE BUILT AS BUILT.
- THAT MAY BE REQUIRED WHILE MAINTENANCE OF EXISTING UTILITY SYSTEMS.
- CONSTRUCTION SHALL BE PART OF ZONE CHANGE.



DATE

7-25-20

PROJECT NO.

15-04-25-023

DESIGNED BY

JLB

CHECKED BY

JLB

DWG.

ZONE CHANGE

SCALE

1"=100'

ROSENBERG

CITY ENGINEERS & ARCHITECTS

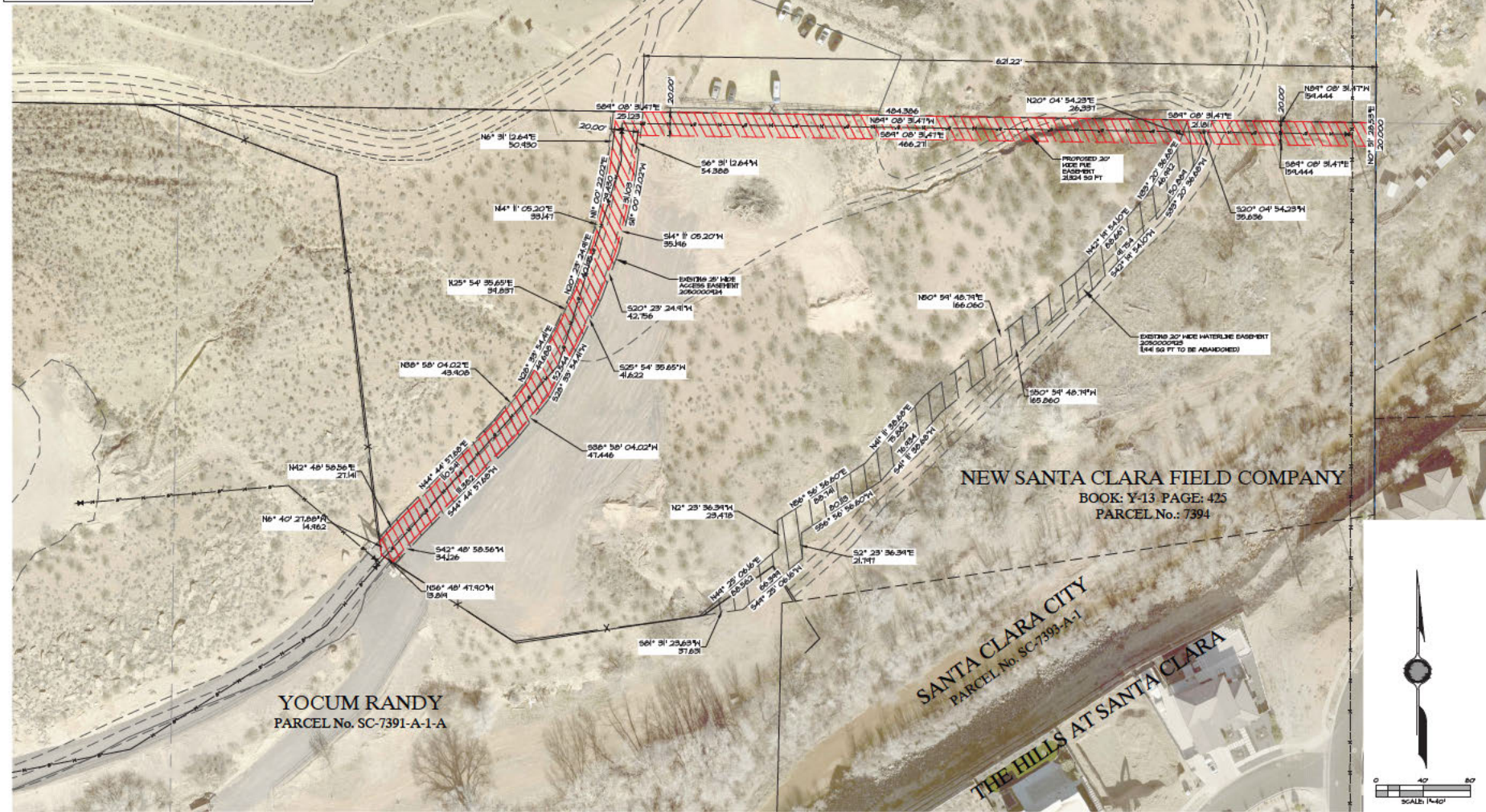
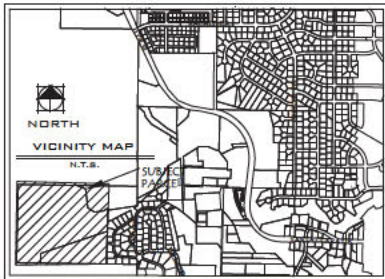
137 East Riverside Street, Suite 400

San Jose, CA 95126

PH: (408) 281-1000

WWW.ROSENBERG-CA.COM

COLORED SITE PLAN
FOR
PD ZONE CHANGE - BIG ROCKS LOT 1-3
SANTA CLARA
UTAH



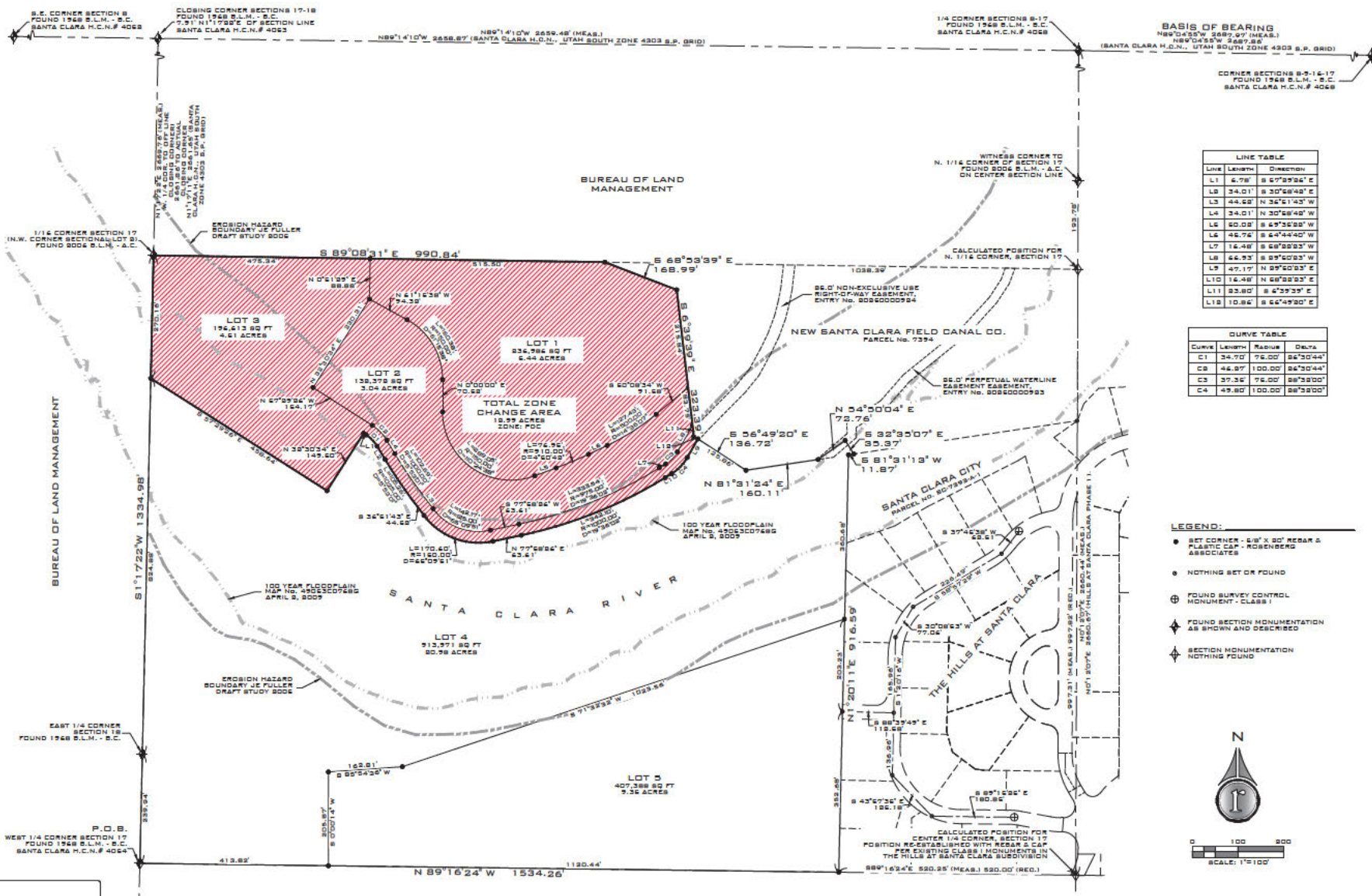
DATE	1-28-20
PROJECT NO.	1544-25-025
DESIGNED BY	J.B.
CHECKED BY	J.B.
DWG.	ZONE CHANGE
DATE	
DATE	
DATE	
DATE	
DATE	

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

111 EAST FORTY-THIRD AVENUE
 SUITE 200, DENVER, COLORADO 80202
 PHONE: 303.733.8800
 FAX: 303.733.8801
 EMAIL: INFO@ROSENBERG-ASSOCIATES.COM

EASEMENT EXHIBIT
 FOR
PD ZONE CHANGE - BIG ROCKS LOT 1-3
 SANTIACARA
 UTAH

SHEET
1
 OF 1 SHEETS



LINE TABLE	
LINE LENGTH	DIRECTION
L1 6.78'	S 07°09'54" E
L2 34.01'	S 07°06'49" E
L3 44.62'	N 36°51'43" W
L4 34.01'	N 30°58'40" W
L5 60.08'	S 67°50'50" W
L6 46.76'	S 64°44'40" W
L7 16.48'	S 68°50'53" W
L8 44.93'	S 67°50'53" W
L9 47.17'	N 69°00'53" E
L10 18.48'	N 68°50'53" E
L11 93.80'	S 67°57'39" E
L12 10.84'	S 64°49'20" E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	34.70'	75.00'	96°30'44"
C2	46.97'	100.00'	96°30'44"
C3	37.36'	75.00'	96°30'00"
C4	49.80'	100.00'	96°30'00"

LEGEND:

- SET CORNER - 6" X 8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
- NOTHING SET OR FOUND
- ⊕ FOUND SURVEY CONTROL MONUMENT - CLASS 1
- ⬠ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- ⬠ SECTION MONUMENTATION NOTHING FOUND



ZONE CHANGE AREA MAP BIG ROCKS SUBDIVISION

LOCATED IN N.W. QUARTER OF SECTION 17,
T.42S., R.16W., S.1.B.S.M.
SANTA CLARA CITY | WASHINGTON COUNTY | UTAH

SHEET 1 OF 1



322 EAST RIVERVIEW DRIVE, SUITE 200, ST. GEORGE, UTAH 84790
PH (435) 673-8086 FX (435) 673-8357 - WWW.RACIVIL.COM

SURVEY-PLAN	DATE	C.D.S.
PLS NUMBER	09/13/2009	200909
6419-26-003	1" = 100'	S.E.A.
JOB NUMBER	SCALE	DRAWN

Exhibit "A"

Beginning at the Northwest Corner of sectional Lot 2, Section 17, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 89°08'31" East 990.84 feet along the 1/16th line;
thence South 68°53'39" East 168.99 feet;
thence South 06°39'39" East 323.39 feet;
thence South 56°49'20" East 10.86 feet;
thence South 29°50'23" West 47.17 feet;
thence Southwesterly 49.80 feet along an arc of a 100.00 foot radius curve to the right (center bears North 60°09'37" West, long chord bears South 44°06'23" West 49.29 feet with a central angle of 28°32'00");
thence South 58°22'23" West 16.48 feet;
thence Westerly 342.10 feet along an arc of a 1,000.00 foot radius curve to the right (center bears North 31°37'37" West, long chord bears South 68°10'25" West 340.43 feet with a central angle of 19°36'02");
thence South 77°58'26" West 63.61 feet;
thence Westerly 170.60 feet along an arc of a 150.00 foot radius curve to the right (center bears North 12°01'34" West, long chord bears North 69°26'39" West 161.55 feet with a central angle of 65°09'51");
thence North 36°51'43" West 44.52 feet;
thence Northwesterly 105.26 feet along an arc of a 1,025.00 foot radius curve to the right (center bears North 53°08'17" East, long chord bears North 33°55'13" West 105.21 feet with a central angle of 05°53'01");
thence North 30°58'42" West 34.01 feet;
thence Northwesterly 34.70 feet along an arc of a 75.00 foot radius curve to the left (center bears South 59°01'18" West, long chord bears North 44°14'04" West 34.40 feet with a central angle of 26°30'44");
thence North 57°29'26" West 6.78 feet;
thence South 32°30'34" West 149.50 feet;
thence North 57°29'26" West 458.64 feet to the section line;
thence North 01°17'22" East 270.16 feet along said section line to the Point of Beginning.

Containing 566,018 square feet or 12.99 acres.



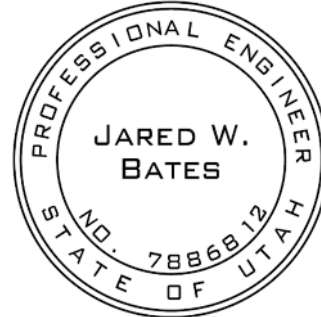
February 9, 2026

TECHNICAL MEMORANDUM

Date: June 16, 2026

To: Randy Yocum
[REDACTED]

From: Jared Bates, PE
Principal Engineer



**Subject: Water Modeling Analysis for Temporary Hydrant
Yocum Property
Graveyard Wash Road, Santa Clara, Utah
Project 05419-25-003**

Rosenberg Associates has performed hydraulic calculations in support of installing a temporary fire hydrant on the Yocum property, located along the Graveyard Wash Road (1700 North) in Santa Clara. As the Santa Clara City culinary water system is currently inaccessible due to development limitations within BLM property, it is proposed to utilize the existing pressurized irrigation system infrastructure to service a temporary fire hydrant onsite. It is understood that once construction access through BLM property is permitted, a permanent fire hydrant will be installed using the Santa Clara City culinary water system. The proposed fire hydrant will tie into the 4-inch irrigation mainline near an existing active well. A flow and pressure test was performed at the wellhead on June 16, 2026, by Jake Frei, water master for the Santa Clara Canal Company to determine the irrigation system's capacity and to establish a network model for system analysis. The following parameters were measured and/or used in the analysis:

- Testing/Connection Location: Existing wellhead where the hydrant lateral will connect into the irrigation system network
- Test Location Elevation: 2804 feet
- Static Pressure Before Test: 81 psi with the wellhead pump on; 70 psi with the wellhead pump off
- Residual Pressure During Test: 72 psi with the wellhead pump on; 62 psi with the wellhead pump off

[REDACTED]

WATER MODELING - YOCUM PROPERTY

- Measured Flow Rate: 500 gallons per minute (gpm)
- Fire Hydrant Elevation: 2816 feet
- Fire Hydrant Lateral: 6-inch PVC, 300 feet in length

The water system was analyzed using EPANET modeling software, Version 2.2. The connection node in the model was calibrated to use the residual pressure of 62 psi, assuming the wellhead pump would be off. Once the model was calibrated at 62 psi, the model was run adding the 6-inch pipe to service the fire hydrant a distance of 300 feet, then moving the 500 gpm flow rate to the fire hydrant. This model produced a residual pressure of 54 psi at the fire hydrant and a lateral pipe flow velocity of 5.67 feet per second (fps). EPANET modeling information is available at the office of Rosenberg Associates for review upon request.

It is unknown whether the irrigation system will be able to produce a flow rate of greater than 500 gpm, since this was the maximum flow measured at the connection location. It would be desirable for the hydrant to supply up to 1,000 gpm to meet current state and city requirements. Assuming the irrigation system could fully supply the desired 1,000 gpm and maintain a residual pressure of at least 35 psi at the wellhead connection point, the model produced a residual pressure of 21 psi at the fire hydrant and a lateral pipe flow velocity of 11.35 fps.

In summary, it is our opinion that the proposed fire hydrant and 6-inch lateral will have the capacity to deliver a minimum fire flow of 500 gpm and maintain a minimum pressure in the system of greater than 20 psi. The hydrant and 6-inch lateral may also be adequate to deliver up to 1,000 gpm and maintain minimum pressures if the irrigation system has the capacity to deliver this flow with the 62 psi residual connection point pressure; however, current field testing is not available to demonstrate this capacity.

We would recommend that if the hydrant and lateral is going to be part of a future culinary water system, the future mainline piping should be at least 8 inches in diameter, and the lateral length to the hydrant should be limited to 50 feet or less to meet current state and local requirements.

June 29, 2026

Jim McNulty
City Planner
Santa Clara City
2603 Santa Clara Drive
Santa Clara, UT 84765

Subject: Right of Way Dedication Waiver - Parcel SC-7394 & BLM Property,
Big Rocks Subdivision

Dear Jim,

On behalf of Randy and Sue Yocum, Rosenberg Associates has prepared this letter to request a waiver to the requirement to dedicate the right of way for the Big Rocks Subdivision to Santa Clara City. The proposed right of way would extend from the boundary between the BLM ground and Parcel SC-207, through BLM ground and Parcel SC-7394, owned by New Santa Clara Filed Canal Co.

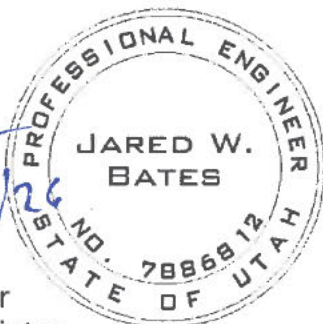
This request is deemed necessary as neither the BLM nor New Santa Clara Filed Canal Co. are willing to relinquish their property as part of the development. Additional waiver requests regarding the proposed improvement requirements and width of right of way have also been prepared due to this condition.

Randy and Sue Yocum respectfully request the City Council eliminate the requirement to dedicate the right of way to the Big Rocks subdivision to Santa Clara City as required by City Code Sections 16.24.060(I) and 16.24.060(M).

Thank you for your consideration.

Respectfully,


Jared Bates, P.E.
Principal Engineer
Rosenberg Associates



June 28, 2026

Jim McNulty
City Planner
Santa Clara City
2603 Santa Clara Drive
Santa Clara, UT 84765

Subject: Right of Way Modification Request – Parcel SC-7394, Big Rocks Subdivision

Dear Jim,

On behalf of Randy and Sue Yocum, Rosenberg Associates has prepared this letter to request a modification to the right of way to access the Big Rocks subdivision through Parcel SC-7394 owned by New Santa Clara Filed Canal Co. This request is a modification from the Santa Clara City standard 45 ft wide right of way; which includes 30 ft of asphalt, curb and gutter, and 5 ft sidewalks to an access within the existing 25 ft wide easement (Instrument # 2050000924) comprised of an all weather (roadbase) surface.

This request is deemed necessary as portions of the access between the development and Old Highway 91 are located within Parcel SC-7394, owned by New Santa Clara Filed Canal Co. The New Santa Clara Filed Canal Co. will continue to own the right of way for the foreseeable future and their representatives have communicated that the existing easement width and roadway surface must be maintained in its current condition as part of a settlement agreement established with the previous property owner.

Randy and Sue Yocum respectfully request the City Council modify the required right of way, pavement width, sidewalk, and curb and gutter requirements for the proposed development as required by the City Construction Standards, Section 3.2.2 Roadway Network Design Network, 3.2.3.3 Pavement, 3.2.4.6 Sidewalks, 3.2.4.7 Curb and Gutter and corresponding City Code Sections 16.24.060(O)(3), 16.24.060(P)(3) and 16.24.060(W).

Thank you for your consideration.

Respectfully,

Jared Bates, P.E.
Principal Engineer
Rosenberg Associates







TO: Santa Clara Planning Commission
FROM: Jim McNulty, Planning Director
DATE: August 13, 2026
RE: Development Agreement (**Review and Recommendation**)

City staff and legal counsel have been working with Randy & Sue Yocum on the overall project. The Development Agreement is intended for the 12.99-acre property associated with the Rezoning and Project Plan application on the August 13, 2026, Planning Commission agenda. Matt Ence has been working with the Yocum's and their legal counsel on this item for several months. This item will also require review and approval by the City Council.

After recording, please send to:

Santa Clara City
Attn: City Recorder
2603 Santa Clara Drive
Santa Clara, UT 84765

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between Real Free Range, LLC, a Utah limited liability company (“Developer” and “Owner”), and Santa Clara City, a municipality and political subdivision of the State of Utah (the “City”). City, Developer, and Owner are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

- A. Developer is developing approximately 12.9 acres of real property more particularly described on Exhibit A attached hereto (the “Property”).
- B. As of the recording of this Agreement, the Property is owned by Owner. By executing the consent and acknowledgment below, Owner agrees that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.
- C. Developer is seeking approval for its development of the Property pursuant to Section 17.68.030 of the Santa Clara City Code. This Agreement, a zoning amendment rezoning the applicable Lots to the PDC zone, the Project Plan (defined below), and the Landscape Plan for the Property will be processed and considered simultaneously, and this Agreement will be approved only in conjunction with the City’s approval of the zoning amendment, Project Plan by the City Council, after review and recommendations made by the Planning Commission.
- D. The City and Developer recognize and agree that the Property and the Project are uniquely situated such that the terms and provisions of this Agreement are warranted to address the conditions existing on the Property and in the Project, and nothing in this Agreement is intended to be applied generally to other properties in the City.
- E. By this Agreement, the City and Developer confirm the Property’s vested entitlements for development of the Project (defined below). The City has determined that entering into this Agreement furthers the purposes of Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, the City’s General Plan, and the City’s land use ordinances. As a result of such determination, the City has elected to move

forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-20-101(2).

- F. In connection with this Agreement, the City Council has approved, or will approve concurrently with this Agreement, a conditional use permit authorizing the short-term rental use of the two existing residential dwellings on the Property, subject to the conditions of approval imposed by the City Council pursuant to Section 17.68.060 of the City Code.
- G. In connection with this Agreement, the City Council has approved, or will approve concurrently with this Agreement, certain exceptions to the City’s road dedication and improvement standards as set forth in this Agreement, including with respect to the access road improvements located on the BLM property and the Santa Clara Field Canal Company property and waiving the typical road dedication requirements of the same.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby agree to the following:

1. **Recitals; Definitions.**

1.1 **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2 **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

- (a) “Agreement” means this Agreement including all of its exhibits.
- (b) “Annexation Agreement” means the Annexation Agreement previously entered between Developer and the City with respect to the Property, as a condition of annexation of the Property into the City, dated August 20, 2025, and recorded on December 17, 2025, as Doc. No. 20250043808 in the files of the Washington County Recorder.
- (b) “Applicable Law” has the meaning set forth in Subsection 12.1.
- (c) “City” means the City of Santa Clara, UT, and includes, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.
- (d) “City Code” means the Santa Clara City Code in effect as of the Effective Date.

- (e) “City Council” means the city council of the City.
- (f) “Effective Date” has the meaning set forth in Section 2 below.
- (g) “Final Plat” means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-20-803, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.
- (h) “Future Laws” means the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to the Project based upon the terms of this Agreement.
- (i) “Landscape Plan” means the plan attached hereto as Exhibit D and as required by Section 17.68.030(A)(3) of the City Code.
- (j) “Land Use Application” means an application required by Section 17.68.030 of the City Code that is required to develop land and construct improvements thereon.
- (k) “Lot(s)” means a tract of land that is created by and shown on a subdivision plat approved by the City and recorded with the Washington County Recorder’s Office.
- (l) “Open Space” means areas within the Project that include natural areas, landscaping, trails, or other areas of the Property that are not Lots.
- (m) “Planned Development Standards” means the development standards applicable to the City’s Planned Development Commercial (PDC) zone, as set forth in Section 17.68.040 of the City Code.
- (n) “Private Driveways” means the driveways owned by a private party located in the Property.
- (o) “Project” means the development to be constructed by Developer on the Property and includes, but is not limited to, Lots, Private Driveways, and Open Space.
- (p) “Project Plan” means the concept project plan for the Property attached hereto as Exhibit B and constitutes the project master plan required by Section 17.68.030(C) of the City Code and the vested rights of this Agreement.
- (q) “System Improvement” means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

(r) “Term” has the meaning set forth in Subsection 12.2 below.

2. **Effective Date.** This Agreement is effective as of the date signed by all parties and recorded in the files of the Recorder for Washington County, Utah (the “Effective Date”).

3. **Vested Rights and Legislative Powers.**

3.1 **Vested Rights.** The Parties specifically intend that this Agreement grants to Developer, and its permitted assigns, “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-20-902. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement, the Project Plan, the landscaping plan, and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity. Furthermore, the development rights granted herein are only conditionally vested with the signing and recording of this Agreement, and the ultimate permanent vesting of the development rights granted herein, including but not limited to the rights to operate the Project as a commercial project, as a wedding and event venue, and as short-term rental properties, are expressly conditioned on the performance by Owner of the obligations set forth in this Agreement. In the event that the Owner defaults on its obligations, including any failure to timely complete improvements as required, the City may terminate this Agreement and the development rights granted herein, and the temporary vesting thereof shall also be terminated. Subject to the above limitation, Developer is vested with the rights described in (a) and (b) below:

(a) **Project Permitted Uses.**

(i) *Approved uses.* Developer is vested with the right to develop and use the Project for the uses approved as part of the Project Plan, including without limitation as a commercial project, wedding and event venue, and short-term rental properties. No other uses not contemplated by the Project Plan shall be permitted without additional applications for approval of the same; for example, an application to amend the Project Plan, or for approval of an appropriate conditional use permit.

(ii) *Uses requiring City Council determination.* Certain uses not listed as either permitted or conditional uses, such as camping, may require both an amendment to the Project Plan and a determination by the City Council that the use is in harmony with the intended uses of the Property and zone

pursuant to Section 17.68.020 of the City Code before a conditional use permit application may be considered for approval by the Planning Commission.

(iii) *Prohibition on alcoholic beverage use without proper licensure or permitting.* Developer understands and agrees that the rights granted herein and in the associated development approvals do not grant Developer the right to sell or serve alcohol on the premises of the Property. In order to sell or serve alcohol on the Property and in conjunction with the approved uses thereof would require Developer to apply for and obtain both the appropriate alcoholic beverage license under Chapter 5.08 of the City Code, and an associated license or permit from the Utah Department of Alcoholic Beverage Services (“DABC”). Nothing in this Agreement should be interpreted by Developer as giving assurances that such a license might be granted by the City or DABC. Any violation of applicable City or State alcoholic beverage laws or regulations by Developer shall be considered a material breach of this Agreement by Developer and shall entitle the City to terminate this Agreement immediately upon written notice to Developer of such termination, without an opportunity to cure such breach as otherwise set forth in Section 12.4 below.

(b) **Roads and Infrastructure.** Connect to existing public roads and infrastructure, including the City’s municipal water system for fire protection purposes, as depicted on the Project Plan and approved by the City consistent with this Agreement.

3.2 **Individually Platted Lots & Site Plan Review.** Developer shall reserve the right to apply for, plat, and construct lots and their associated infrastructure within the Property at its own discretion.

3.3 **Applicable Law.** The City’s Future Laws with respect to the Project or the Property shall not apply except as follows:

(a) **Developer Agreement.** Future Laws that Developer agrees in writing to the application thereof to the Project;

(b) **Generally Applicable Future Laws.** Future Laws which are generally applicable to all properties in the City, or to all properties having the same zoning designation or conditional use approvals in the City, but which do not effect a taking of the right to develop the uses described in this Agreement;

(c) **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the

International Building Code, the APWA Specifications, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare, and that do not require the revision or reconfiguration of the road areas depicted on the Project Plan;

- (d) **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and/or entities similarly situated;
- (e) **Fees.** Changes to the amounts of fees for the processing of Land Use Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
- (f) **Impact Fees.** The impact fees required to be paid as a condition of vesting of the development rights granted herein, are set forth in the table set forth in Exhibit C hereto, which is incorporated herein with this reference. All impact fees required to be paid shall be paid not later than the effective date of this Agreement.
 - (i) *Additional Agreements Regarding Power Impact Fees and Service.* The Property is currently and will remain serviced by Rocky Mountain Power following the date of this Agreement, subject to the following provisions.
 - a. In the event that future changes to land uses or development applications require the installation of any additional or upsized permanent electrical infrastructure at the Property (including, but not limited to, the addition of new breakers or the upsizing of existing breakers within an existing electrical service panel), then Developer shall be required to (1) transfer electrical service to the Property from Rocky Mountain Power (“RMP”) to Santa Clara City Power (“SCCP”), and (2) pay all then-applicable City power impact fees associated with the service to be provided by SCCP.
 - b. In such event, the transfer of electrical service may be accomplished with one of the following three (3) options.
 - i. *Option 1:* Purchase by Santa Clara City. Santa Clara City shall purchase the existing overhead power line and associated utility easement servicing the Property from RMP. Developer shall reimburse Santa Clara City for all costs incurred in connection with the acquisition, transfer, and conversion of the overhead electrical facilities to SCCP ownership and service.

- ii. *Option 2:* Developer shall be responsible for purchasing the existing overhead power line and associated utility easement servicing the Property from RMP, and then transferring ownership thereof to SCCP. Developer shall be solely responsible for all costs associated with the acquisition, transfer, and conversion of the electrical facilities from RMP service to SCCP service.
 - iii. *Option 3:* Developer shall install underground electrical service from the nearest SCCP distribution line to each location on the Property requiring electrical service, in accordance with all then-applicable codes, regulations, and SCCP construction standards. The approximate location of the electrical facilities necessary to serve the existing load is depicted on Exhibit “A.” Upon completion of the transfer from the RMP overhead electrical system to the SCCP underground electrical system, RMP shall be requested to remove the existing overhead power line. Removal of the overhead facilities shall occur within ninety (90) days following completion of the transfer, subject to RMP approval and scheduling requirements. Any utility easements required for the installation of underground electrical facilities shall be obtained at Developer’s sole expense and shall be conveyed to SCCP upon completion of construction.
 - c. If any future use of the property requires three-phase electrical service, Developer shall be solely responsible for all costs associated with providing such service, including, as applicable, reconstruction or upgrading of overhead electrical facilities to accommodate three-phase power or installation of underground three-phase electrical service (depending on the transfer option selected above).
 - (ii) *Impact Fees Required by Future Development.* The impact fees required as set forth in Exhibit C hereto are specifically related to the impacts of the uses approved in conjunction with this Agreement. All required impact fees of whatever type related to additional impacts of future development will be paid by Developer as triggered by future development applications, in the amounts required at the time such applications are made.
4. **Zoning.** Developer shall develop the Property in a manner that is consistent with the uses allowed by this Agreement and conceptually depicted in the Project Plan.

- 4.1 **Project.** Lots 1 through 3 of the approved subdivision plat, comprising approximately 12.9 acres as shown in the Project Plan, as of the execution of this Agreement, shall be rezoned to the City's Planned Development Commercial ("PDC") zone and developed in accordance with Applicable Law and the Planned Development Standards as of the Effective Date.
- 4.2 **Operation Consistent with City Ordinances.** Developer shall operate the Project consistent with all applicable provisions of City ordinances, including but not limited to applicable noise ordinances. The City shall notify Developer of any observed violations of City ordinances and of any received complaints related to the same, and Developer shall promptly remedy such violations. Repeated or chronic violations of noise restrictions, dust control, or other applicable City ordinances shall, in addition to other remedies set forth in City ordinances, give the City the right to suspend or terminate the vested rights granted in this Agreement following written notice and an opportunity to cure.

5. **Developer Obligations.**

- 5.1 **Road Improvements.** Developer is entitled to develop the Project in accordance with the dimensional requirements and development standards allowed by this Agreement and the Project Plan. The City hereby consents to the layout and widths of the Private Driveways as generally depicted on the Project Plan. Developer shall have the right to construct all internal roadways as paved surfaces featuring barrow ditches, specifically excluding standard curb and gutter infrastructure. Such improvements shall commence upon the mutual agreement of all relevant landowners. Until such time, the current drainage configurations shall remain in effect, and Developer shall apply road base or gravel for the purpose of dust control as circumstances require.
- (a) **Access and Circulation.** The Project shall utilize the existing circulation access points on 1700 North and on 1650 North. Appropriate turnaround points, including the modified hammerhead turnaround adjacent to the outdoor event space and parking area, and appropriate access for emergency vehicles from the hammerhead turnaround to each of the accessory structures used for events, shall be maintained on the Property as depicted on the approved Project Plan. The private gates controlling access to the upper and lower portions of the Property shall have Knox boxes or other means of access installed and maintained for fire and other emergency responders, subject to review and approval by the Santa Clara Fire Chief.
- (b) **Access Road Improvements.** Notwithstanding any other provision of this Agreement, Developer shall not be required to dedicate, and the City shall not require the dedication of, any public road located on the Property, the

BLM property, or the Santa Clara Field Canal Company property. Developer shall coordinate the dedication to the City of the access road connecting Santa Clara Drive to the BLM property by the owner of the intervening parcel, but no road dedication shall occur on the BLM property or the Santa Clara Field Canal Company property. Access to the Project shall be provided through the following three categories of road improvements:

- (i) *Santa Clara Drive to BLM Property*: improvements from Santa Clara Drive to the BLM property, across the Anderson parcel, shall be completed to City standards, to be accomplished through cooperation with the owners of the Anderson parcel;
- (ii) *BLM Property*: access road improvements on the BLM property shall consist of a 48-foot modified cross-section, which includes a 28-foot wide asphalt surface and 10-foot barrow ditches on each side of the asphalt, or such other improvements as are allowed by the BLM right-of-way approval, which improvements are an express exception to the City's road standards and are approved by the City Council pursuant to this Agreement; and
- (iii) *Canal Company Property*: access road improvements on the Santa Clara Field Canal Company property shall be limited by the existing easements across that property to a 25-foot wide all-weather surface, which improvements are an express exception to the City's road standards and are approved by the City Council pursuant to this Agreement.

Notwithstanding the foregoing, Developer understands that future development applications or changes to land use may require additional improvements to or dedications of the access roads to the Property, as may be determined upon review of such future applications.

- (c) **Access Road Maintenance.** Because the access roads on the BLM Property and the Canal Company property are not anticipated to be dedicated to the City (pursuant to the exceptions to dedication requirements approved by the City Council), Developer shall be solely responsible for maintenance of and any required repairs to the improvements to the access roads on said properties. The parties acknowledge that this is a modification to the prior Annexation Agreement, which temporarily provided that the City would maintain the access roads.
- (d) **Compliance with Dust Control Ordinances.** Developer shall at all times prior to, during construction, and following completion of the road

improvements required herein, be responsible to comply with all dust control provisions of City ordinances. Until road improvements are completed, Developer shall actively provide dust control mitigation in the form of active watering of the road surface during construction and during each event held on the property. The City shall notify Developer of any observed violations of City ordinances and of any received complaints related to the same, and Developer shall promptly remedy such violations. Repeated or chronic violations of dust control ordinances shall, in addition to any remedies set forth in City ordinances, give the City the right to suspend or terminate the vested rights granted in this Agreement following notice and an opportunity to cure.

- 5.2 **Project Improvement—Monitored Fire Detection System.** Developer shall install a monitored early fire detection system based on heat monitoring within the two existing residences in the Project, to increase the likelihood of early fire detection and to mitigate the risk of fire while additional fire protection system improvements are being constructed as set forth below. The installation of the fire detection system, and Fire Department inspection and approval following installation, shall be completed not later than sixty (60) days following the effective date of this Agreement, and if not timely completed then this Agreement shall be subject to termination by the City as set forth herein below.
- 5.3 **System Improvements.** The two existing dwellings on the Property are currently connected to city culinary water. Sewer service is not available to the Property (the nearest connection point is in excess of 1,000 feet from the Property, which exceeds the City's 300-foot connection requirement), and both dwellings are currently serviced by septic systems. No storm drain distribution lines are required for the Project. Accordingly, Developer shall not be responsible for constructing or installing culinary water, sewer, or storm drain distribution lines to or within the Project (save for the water line upgrade for fire protection and securing dedication of certain utility easements as set forth below), unless required as a result of future development.
- (a) **Water Line for Fire Protection.** Developer shall install a water line and secure the dedication of associated easements for fire protection on the Property in accordance with Section 6.3.
- (i) *Water line upsizing.* The existing private water line serving the Property is a 2-inch line and is insufficient to provide minimum fire protection to the Property. Developer shall therefore be required to install an 8-inch line for fire protection from the City water system. The upsized water line shall be dedicated to the City and shall be considered a System Improvement. The costs of such water line shall be borne solely by

Developer, and no reimbursement shall be made by the City. Because the upgraded water line will be dedicated to the City, no additional metering shall be required apart from the existing service meters on the Property.

(ii) *Water line route.* Developer shall obtain from the Santa Clara Field Canal Company (“Canal Company”), as a condition of this Agreement, the right to install the water line the entire distance across the Canal Company property, between the point of approved connection to the City water system and the lower access road, and from there in the access road to the new fire hydrant locations as depicted on the approved Project Plan.

(iii) *Water line easement.* In any location where the new water line is to be installed across Canal Company Property and not in an access road, Developer shall be responsible to secure from the Canal Company, for the benefit of the City, a minimum 25-foot wide public water line easement to facilitate future maintenance and operation of the water line by the City.

(iv) *Public utility easement in access road.* In the location of each of the access roads crossing the Canal Company property and the Developer’s Property, Developer shall dedicate to the City, or shall secure dedication from the Canal Company, a minimum 45-foot wide public utility easement. The public utility easement will facilitate the City’s maintenance and operation of the new water line where it runs in the access roads, but also will ensure that other utility lines required in the future may be installed within the access road corridors, without having to obtain future easement rights from the Canal Company or other successor owners.

(v) *Approval of final route, easements, and construction drawings.* The final route of the water line, including appropriate construction drawings, and the scope of the easements to be granted or dedicated to the City, shall be subject to review and approval by City staff, which approval shall not be unreasonably withheld.

(vi) *Time for completion of construction.* The parties acknowledge that the purpose of requiring the upgraded water line to be located upon the Canal Company property, and associated easements to be granted, is to mitigate the time required to upgrade the water line for adequate fire protection, by eliminating the need for BLM approval for the water line upgrade. The installation of said water line according to the construction drawings reviewed and approved by the City, including the granting of such easements as are required to facilitate the City’s continued operation and maintenance of the water line, shall be completed for final inspection by the City not later than six (6) months following the date on which the Canal Company approves the route and easements required herein (which

approval is a condition of effectiveness of this Agreement). Developer acknowledges that given the critical need for fire protection upon the Property, and its impact upon public safety, time is of the essence and this deadline is a material term of this Agreement. Developer's failure to meet this deadline will be considered an event of default justifying the City's termination of the rights conditionally vested herein.

- (b) **Sewer.** Both existing dwellings on the Property are serviced by septic systems, which are identified on the approved Project Plan. Sewer infrastructure is not available within the proximity required by City Code for mandatory connection; therefore, no sewer improvements are required in connection with this Agreement. The available septic capacity shall limit the allowed capacity of the short-term rentals as set forth herein. The City shall not be required to issue any future permits for additional septic capacity. Therefore, if any future use of the Property requires additional septic capacity, even if such use does not require additional development entitlements, such capacity must be obtained by connecting to the City's sewer system. Furthermore, any future development applications of any kind shall automatically trigger a requirement to connect to the City sewer system.

5.4 **Landscaping.**

The sites are currently landscaped in accordance with the City's waterwise landscape standards (Chapter 17.92, Water Efficient Landscaping and Conservation Standards) and as provided in the Landscape & Irrigation Plan attached hereto as Exhibit D.

- 5.5 **Short-Term Rental Conditions.** Developer shall comply with the conditions imposed by the City Council on the conditional use permit authorizing the short-term rental use of the two existing residential dwellings on the Property, including the standard conditions set forth in Section 17.68.060 of the City Code, except as modified herein. The following additional conditions are applicable to the conditional use permit for short-term rental use, as approved by the City Council:

- (a) *Occupancy limits due to septic capacity.* Due to the available capacity of the septic systems currently serving the property, Developer agrees that the occupancy of the upper residence for short-term rental uses shall be limited to twelve (12) people at any given time, and the occupancy of the lower residence for short term rental uses shall be limited to eight (8) people at any given time. Developer agrees that such occupancy limits shall be published to potential tenants of the properties on any listing or booking websites used by Developer, and Developer shall reasonably enforce the same.

- (b) *Other conditions of use.* [SPECIFY ANY ADDITIONAL CONDITIONS IMPOSED BY THE CITY COUNCIL, e.g., visitor capacity limits for each dwelling and parking requirements]. [IDENTIFY ANY STANDARD CONDITIONS UNDER SECTION 17.68.060 THAT OWNER SEEKS TO VARY THROUGH THIS AGREEMENT.]

5.6 **Annual Business License Renewal and Fire Safety Inspection.** Developer shall be responsible to apply for and obtain annual renewal of a business license for the commercial uses of the Property, including both the wedding/event center use and the short-term rental use. Developer shall be responsible to pass a fire safety inspection of the premises each year in conjunction with renewal of the business license. It shall be Developer's responsibility, not the City's, to ensure that Developer timely applies for business license renewal each year, and to schedule the fire safety inspection with the City in conjunction with such application.

5.7 **Regular Progress Reporting to City.** Until such time as BLM approval is granted and all public and private improvements required hereunder are completed and such completion verified by City inspection, Developer shall be responsible to attend one meeting of the City's Technical Review Committee ("TRC") at least once every six (6) months following the Effective Date of this Agreement. The purpose of such attendance will be for Developer to report to City staff on the progress toward the BLM approval and toward the completion of all required improvements described herein. Developer shall be responsible to contact the City Planning Department to request time on the agenda of each TRC meeting that Developer plans to attend. Following confirmation by the City that all improvements required herein have been completed according to approved plans and applicable ordinances, Developer shall no longer be required to provide such periodic reports to the TRC.

6. **City's Obligations.**

6.1 **Conditions of Approval.** The City shall (a) review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; (b) meet and consider such actions as required by Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, and applicable City ordinances to provide all appropriate consents, approvals, and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which

request shall not be unreasonably denied. With respect to the BLM right-of-way applications for the road improvements, the City consents to be named as the applicant, because the City will control and maintain the right-of-way once completed; provided, however, that it shall be Developer's responsibility to prepare, submit, and pursue all BLM applications and to bear all costs of the same.

6.2 **Public Roads.** No roads located on the Property, the BLM property, or the Santa Clara Field Canal Company property shall be dedicated to the City. Upon completion of the BLM right-of-way road improvements for which the City is the named applicant, the City shall own and maintain that right-of-way.

6.3 **Water Line as System Improvement.** City agrees to accept the dedication of the 8-inch water line for fire suppression purposes, as described in Section 5.2(a), as a system improvement, subject to City inspection to confirm completion according to approved construction drawings. The City shall make no reimbursement for the water line improvement.

7. **Assignment.** Notwithstanding anything to the contrary in this Agreement, the rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City, where such assignment is to an affiliate, or to an entity controlled or owned by Developer. All other assignments shall require the consent of the City as provided herein.

7.1 **Notice.** Developer shall give notice in accordance with Section 10 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

7.2 **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

7.3 **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

7.4 **Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

8. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto. The Parties specifically agree that this Agreement shall control over any contrary provisions of the Annexation Agreement.
9. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
10. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the party for whom intended, (b) sent by nationally recognized express delivery service, or (c) or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods described above.

To Developer:

Real Free Range, LLC
Attn: Randy Yocum
4405 W 1700 N
Santa Clara, UT 84765
Email: randyyocum@gmail.com

Real Free Range, LLC
Attn: Sue Yocum
4405 W 1700 N
Santa Clara, UT 84765
Email: theyocumfamily@gmail.com

With a copy to:

GC Associates Law, PLLC
Attn: Paul P. Burghardt
2926 E Sycamore Lane
Saint George, Utah 84790
Email: paul@gcassociateslaw.com

To the City:

Santa Clara City

Attention: City Manager
2603 Santa Clara Drive
Santa Clara, UT 84765
Email: bjacobsen@santaclarautah.gov
With a copy to:
Snow Jensen & Reece, P.C.
Attention: Matthew J. Ence
912 West 1600 South, Ste. B200
St. George, UT 84770
Email: mence@snowjensen.com

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

11. **Amendment.** Developer may seek to amend the Project Plan pursuant to Section 17.68.070 of the City Code.
12. **General Terms and Conditions.**
 - 12.1 **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the rules, regulations, official policies, standards, and specifications applicable to the development of the Project in effect on the Effective Date (the “Applicable Law”), including the applicable City Code, resolutions, state law, and federal law.
 - 12.2 **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: the failure of Developer to timely complete the required improvements, or the completion of all required improvements and the satisfaction of all of Developer’s obligations under this Agreement. Developer shall (i) complete the required fire detection system within sixty (60) days after the Effective Date; (ii) complete all other required improvements, other than the BLM road improvements, within six (6) months after the Effective Date; (iii) obtain all necessary BLM approvals for the road improvements within two (2) years after the Effective Date; and (iv) complete the BLM road improvements within one (1) year after BLM approval of the right-of-way. If Developer has attended at least one TRC meeting every six months as required by this Agreement, then the City may grant up to two extensions of up to six (6) months for completion of the BLM right-of-way improvements. No extensions shall be available for completion of other improvements required herein, because they are considered critical public safety improvements. If any required improvements are not timely completed, the City may terminate this Agreement, and upon such termination the conditionally vested

rights to use the Property for commercial uses, the wedding and event venue, and short-term rentals shall no longer be vested. The period described in this Subsection shall be the term of this Agreement (the “Term”).

12.3 **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership.

12.4 **Default & Remedies.**

- (a) If either Developer or the City fails to perform their respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice.
- (b) The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the award or recovery of any damages. The exception to the foregoing is in the event of a material breach in the form of a violation of City or State alcoholic beverage laws or regulations, in which case if the City gives written notice of intent to terminate, no cure period shall apply and the City shall have no obligation to confer and may proceed immediately to the next step.
- (c) If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of the City’s intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City’s legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to, or at the time of, said public meeting. If the City’s legislative body determines in a public vote that a material uncured Default has occurred and is continuing, the Agreement shall be deemed terminated.
- (d) Upon termination of this Agreement by the City due to an uncured default by Developer, the conditionally vested development rights granted under this Agreement, including the rights to use the Property for commercial uses including as a wedding and event venue, and the conditional use permit short-term rentals, shall also terminate and shall no longer be vested. The

City shall thereafter have the right to take action to enforce Developer's compliance with such termination as may be available under then-current law, including but not limited to administrative citation, judicial action, and so on.

- (e) Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights.

12.5 **Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due, Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

12.6 **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the City Council's approval of this Agreement and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Section, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the approval of this Agreement, then either party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

12.7 **Ethical Standards.** Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301, *et seq.* and/or 67-16-3, *et seq.*; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in the Utah Code or City Code.

12.8 **No Officer or Employee Interest.** It is agreed that no officer or employee of the City has, or shall have, any pecuniary interest, direct or indirect, in this Agreement

or the proceeds resulting from the performance of this Agreement. No officer, manager, employee, or member of Developer, or any member of any such persons' families, shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Developer's operations, or authorizes funding or payments to Developer. This Section does not apply to elected offices.

- 12.9 **Performance.** Each Party, person, and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person, and/or entity governed by this Agreement, the development of any portion of the Property, or the issuance of Final Plat(s), certificates of occupancy, or other approvals associated therewith. This Section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.
- 12.10 **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in Washington County, Utah.
- 12.11 **Third Party Rights.** The Parties to this Agreement are Developer and the City. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.
- 12.12 **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering, and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.
- 12.13 **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to: strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars or civil commotions; pandemics; fires or other casualties; or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

- 12.14 **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and Developer.
- 12.15 **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

DEVELOPER:

Real Free Range, LLC

By: _____

Name: Randy Yocum

Its: Manager

STATE OF UTAH	)
	: ss.
COUNTY OF WASHINGTON	)

On this ____ day of _____, 2026, personally appeared before me Randy Yocum, who, through the above referenced entity, is the Manager of Real Free Range, LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

SANTA CLARA CITY

By: _____

Name: Jarett Waite

Its: Mayor

Attest:

Selena Nez, City Recorder

STATE OF UTAH	)
	: ss.
COUNTY OF WASHINGTON	)

On this ____ day of _____, 2026, personally appeared before me Jarett Waite, the authorized signer of Santa Clara City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Santa Clara City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Approved as to Form:

Matthew J. Ence
City Attorney

OWNER'S CONSENT:

Owner, as owner of the Property, consents to the foregoing Agreement, and subjecting the Property to the Project, approval, obligations and benefits described herein.

By: _____

Name: ****

Its: ****

STATE OF UTAH	)
	: ss.
COUNTY OF WASHINGTON	)

On this ____ day of _____, 2026, personally appeared before me ****, who, through the above referenced entities, is the **** of ****, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Project Plan

EXHIBIT C

Impact Fee Table

<i>Impact fee</i>	<i>Lots 1 & 2 (residences)</i>	<i>Lot 3 (wedding/event venue)</i>	<i>Comments</i>
Water (WCWCD)	As determined by WCWCD (as per Section 4.a. of Annexation Agreement).	As determined by WCWCD.	To be determined by WCWCD, but if any impact fee is required, proof of payment must be delivered to City.
Water (City)	City acknowledges already paid (as per Section 4.a. of Annexation Agreement).	No impact fee.	City will not assess a new impact fee because existing connections will service this use, and the new water line is to be dedicated to City.
Public Safety	City waived (as per Section 4.b. of Annexation Agreement).	\$18,098.97	Based upon commercial public safety impact fee of \$0.53 per SF, times the SF of usable commercial space. The SF used for this calculation were as follows: Outdoor Event Space, 29,839 SF; Existing Metal Event Building, 2,750 SF; Existing Event Storage Building, 1,560 SF.
Parks	City waived (as per Section 4.b. of Annexation Agreement).	No impact fee.	The City's parks impact fee plan does not contain any provision for parks impact fees associated with commercial uses.
Storm Drain	City waived (as per Section 4.b. of Annexation Agreement).	No impact fee.	City will not assess a new impact fee because storm drain on property is determined to have little to no impact on existing City systems. In the event future development applications trigger a requirement to connect to the City's storm drain system, the City reserves the right to assess storm drain impact fees at that time.
Streets	\$7,220.00	\$60,409.58	Not addressed in Annexation Agreement. Calculated for the existing residences by multiplying

			the streets impact fee for a single family residence, times two. Calculated for the wedding/event center portion of the property by taking the usable square footage, dividing by 1000, and multiplying by the per-unit impact fee of \$1,769 per 1,000 SF for a “church” land use. The City’s current transportation impact fee tables do not provide for an event center or wedding venue, so the “church” land use was determined to be the most comparable land use. The SF used for this calculation were as follows: Outdoor Event Space, 29,839 SF; Existing Metal Event Building, 2,750 SF; Existing Event Storage Building, 1,560 SF.
Sewer	Deferred until connection to City sewer system (as per Section 4.c. of Annexation Agreement).	Deferred until connection to City sewer system (as per Section 4.c. of Annexation Agreement).	City will not assess a new impact fee because the property will be serviced by existing on-site septic systems. In the event future development applications trigger a requirement to connect to the City’s sewer system, the City reserves the right to assess sewer impact fees at that time.
Power	Deferred until greater capacity electrical service is needed (as per Section 4.d. of Annexation Agreement).	Deferred until greater capacity electrical service is needed (as per Section 4.d. of Annexation Agreement).	The need for greater service anywhere in the Project also triggers a requirement to switch service from Rocky Mountain Power to City power (as per Section 4.d. of Annexation Agreement). See additional details set forth in Section 3.3 of this Agreement.

EXHIBIT D

Landscape Plan

**SANTA CLARA CITY PLANNING COMMISSION
MEETING MINUTES
2603 Santa Clara Drive
Thursday, July 9, 2026**

Present: Shelly Harris
Kristen Walton
David Clark
Joby Venuti
Tyler Gubler

Absent: Logan Blake
Josh Westbrook

Staff: Jim McNulty, Planning and Economic Development Director
Cody Mitchell, Building Official
Debbie Andrews, Administrative Assistant

1. Call to Order

Vice Chair Shelly Harris called the Santa Clara City Planning Commission meeting to order on July 9, 2026, at 5:31 PM.

2. Opening Ceremony

A. Pledge of Allegiance: Commissioner Clark

3. Conflicts and Disclosures

No conflicts or disclosures were reported by any Commissioners.

4. Working Agenda

A. Public Hearing

- 1. Consideration and possible action on a proposed Rezoning and Amended Site Plan Review for the property located at 2998 Santa Clara Drive (Parcel#SC-159-A-1-A, described as 0.10 acres). The applicants, Heather Taylor and Barbara Parks, propose to Rezone the property from the Historic District/R-1-10 Zone to the Historic District Mixed Use HD/MU Zone to allow for office/retail space intended for an art gallery.**

Jim McNulty, Planning and Economic Development Director, presented the application on behalf of applicants Heather Taylor and Barbara Parks. The proposal seeks to rezone the property at 2998 Santa Clara Drive from the Historic District/R-1-10 Zone to the Historic District/Mixed Use Zone to allow for office and retail space intended for an art gallery. The

property is a 0.10-acre lot within the Historic District, featuring an existing single-family home built in 1935 with approximately 940 square feet of main-floor usable space and a basement to be used for storage. The building footprint would remain unchanged, with exterior improvements aimed at restoring the structure's period cottage character, including replacement of asphalt shingles with natural cedar shake roofing and repair or replication of existing doors and windows consistent with Historic District Design Guidelines.

Mr. McNulty noted the project had previously been reviewed and approved by the Heritage Commission on June 18, 2026, with the Commission expressing enthusiasm for the proposal and confirming its compliance with Historic District Design Guidelines. City staff found the application consistent with the Neighborhood Commercial Land Use designation in the 2025 General Plan, which encourages small-scale commercial uses, walkable environments, and adaptive reuse of historic structures. No public comments in support or opposition had been received following notice to all property owners within 300 feet.

Mr. McNulty outlined the Site Plan's key elements, including drought-tolerant landscaping with a drip irrigation system, low-mounted downward-directed exterior lighting, retention and cleanup of existing brick pillar fencing, and placement of mechanical equipment and refuse screening at the rear of the building. Project signage was noted as a future item requiring separate Heritage Commission approval.

Regarding parking, city code requires a minimum of three spaces, including one ADA-accessible van space. The proposed Site Plan accommodates one space (ADA) along the eastern driveway, with two spaces adjacent to the north property line. As a result, the applicants intend to utilize a parking easement agreement with the adjacent northern property owners to allow use of an additional five feet of their lot. Mr. McNulty acknowledged that the Historic District Design Guidelines discourage locating parking in front of buildings, ruling out that alternative, and that Chapter 17.74 of the City Code encourages flexibility in parking requirements within the Historic District/Mixed Use Zone. Building Official, Cody Mitchell, noted that staff's review through the Technical Review Committee (TRC) was supportive, and that comparable small businesses in the Downtown Historic District, such as the Yellow House and Mimi & Coco Kids, are similar and rely on on-street parking.

Commissioner Venuti, whose professional background is in development, raised concern that as configured, a vehicle parked in the ADA space would block egress for the other two spaces, and that parking space number one required backing the full length of the driveway to exit. He questioned whether more workable layouts had been considered. The applicant, Barbara Parks, explained that the existing outbuilding straddling the rear property line is to be demolished with the written consent of the neighboring property owners, who have agreed to bear no cost for removal of their portion. This demolition, combined with the full-length easement, would provide sufficient room for vehicles to maneuver and turn around at the rear of the site. Mr. McNulty and Mr. Mitchell confirmed that there is no code prohibiting the current configuration, and that City staff had deliberated extensively before settling on the presented layout as the most consistent with Historic District Design Guidelines.

Commissioner Walton inquired whether the parking arrangement raised any legal concerns regarding blocking the drive aisle, and whether it set a problematic precedent. Mr. McNulty

clarified that the flexibility provisions apply specifically to the Historic District/Mixed Use Zone only, and do not extend to other Commercial Zones in the City

Commissioner Clark commended the quality of the application materials, credited to the applicants' architect and son-in-law, Cory Taylor, who participated remotely. Commissioner Clark raised two conditions he considered essential: first, the parking easement agreement be executed and recorded by both parties; and second, that a signed and notarized letter authorizing demolition of the shared outbuilding be obtained from the neighboring property owners and provided to the City before moving forward. Mr. McNulty confirmed both items could be added as conditions of approval in the project recommendation to City Council.

Commissioner Venuti asked whether, once rezoned, a future owner could use the property for a different commercial purpose. Mr. McNulty confirmed the zoning would run with the property, and any future use would be evaluated on a case-by-case basis against parking and other code requirements, with more intensive uses unlikely to qualify given the property size.

Mr. Mitchell noted the building had been on the market multiple times and had previously been evaluated for demolition by other interested parties who concluded restoration costs exceeded the property's value. He expressed that staff's willingness to work flexibly with the applicants was in part a recognition of their commitment to preserving a historic structure that might otherwise be lost.

The Public Hearing was opened. Cory Taylor expressed enthusiasm for the project and commitment to preserving the home and its surrounding environment. No additional public comments were received. The Public Hearing was closed.

2. Consideration and possible action on Chapter 17.08, Definitions. The proposed code amendment would allow for new definitions to be included in city code.

Mr. McNulty presented a proposed code amendment to add three new definitions to Chapter 17.08 of the City Code: owner occupied, primary residence, and secondary residence. He explained that these definitions arose from the adoption of the R-1-4 zone earlier in the year, which included a deed restriction requiring owner-occupied housing for a minimum of ten years. The lack of a formal definition for "owner occupied" in the City Code prompted staff, in consultation with City Attorney, Matt Ence, to draft the three related definitions.

The proposed definitions are as follows:

- Owner Occupied: A housing unit in which the individual who owns the housing unit, solely, jointly, or severally with others, has legal or equitable title to the property and lives therein as the individual's primary residence.
- Primary Residence: A residence where an individual's habitation is fixed and to which, whenever absent, the individual intends to return. Temporary absences for military service, church service (not to exceed three consecutive years), or other similar circumstances—provided advance city approval is obtained—shall not terminate primary residence status. An individual returning from a temporary absence

must reside at the residence for a minimum of six consecutive months before another temporary absence may be approved.

- Secondary Residence: A dwelling or residential property that is not an individual's primary residence, including vacation homes and short-term nightly rentals.

Mr. McNulty noted that the definitions had been reviewed and well received by the City Council, and that they were consistent with State Code and practices observed in comparable municipalities. Commissioner Harris, drawing on a background in lending, affirmed that the definitions appropriately distinguished between owner-occupied, non-owner-occupied, and secondary/investment properties.

The Public Hearing was opened. No members of the public offered comment. The Public Hearing was closed.

B. Public Meeting

1. None.

5. General Business

A. Recommendation to City Council

- 1. Recommendation to City Council for consideration and possible action on a proposed Rezoning and Amended Site Plan Review for the property located at 2998 Santa Clara Drive (Parcel#SC-159-A-1-A, described as 0.10 acres). The applicants, Heather Taylor and Barbara Parks, propose to Rezone the property from the Historic District/R-1-10 Zone to the Historic District Mixed Use HD/MU Zone to allow for office/retail space intended for an art gallery.**

Motion: Commissioner Clark moved to forward a recommendation to the City Council for approval of the Rezoning and amended Site Plan for the property at 2998 Santa Clara Drive, Rezoning from the Historic District/R-1-10 Zone to the Historic District Mixed Use Zone for use as an art gallery, subject to all staff-recommended conditions, the addition of a condition requiring the recorded parking easement agreement, and the addition of a condition requiring a signed and notarized authorization from the adjacent property owners permitting demolition of the shared outbuilding. Commissioner Clark seconded the motion. The motion carried 3–2, with Commissioners Venuti and Walton voting in opposition due to unresolved concerns regarding the parking configuration.

- 2. Recommendation to City Council for consideration and possible action on Chapter 17.08, Definitions. The proposed code amendment would allow for new definitions to be included in city code.**

Motion: Commissioner Clark moved to forward a recommendation of approval to the City Council to adopt the proposed definitions of owner occupied, primary residence,

and secondary residence under Chapter 17.08 of the City Code. Commissioner Walton seconded the motion. The motion carried unanimously.

6. Discussion Items

A. None.

Mr. McNulty advised that a meeting would be required on July 23, 2026, to accommodate a pending application. The Yocum family, owners of the Ranch at Santa Clara wedding and event center, have applied for a rezoning from Open Space to Planned Development Commercial, along with a Project Plan and Development Agreement. Key issues include road access across BLM land, where the BLM has specified a 28-foot asphalt roadway with 10-foot borrowed ditches on each side, and secondary access across Santa Clara Field Canal Company property, which is privately owned and limited to a maintained gravel surface.

Mr. McNulty also noted that the Anderson family, who recently purchased property from Kelly Graff, has submitted plans for a residential subdivision and light industrial uses adjacent to the City shop, which will require a public street connection. Commissioners discussed the coordination of road standards across multiple property owners and government entities. Commissioner Clark raised the question of whether the City had authority to impose unified road standards across the various parcels. Mr. McNulty indicated that the Development Agreement being negotiated by City Attorney, Matt Ence, would address these issues, and that the applicants' engineer had been engaged directly with the BLM, whose process can extend several years.

7. Approval of Minutes

A. Request for Approval of Meeting Minutes: June 11, 2026

The Planning Commission reviewed the minutes from June 11, 2026. No comments or corrections were noted.

Motion: Commissioner Clark moved to approve the minutes. Commissioner Venuti seconded the motion. The motion passed unanimously. Commissioner Gubler abstained.

8. Adjournment

Motion: Commissioner Walton moved to adjourn.

Commissioner Harris adjourned the meeting at 6:24 PM.

Jim McNulty
Planning Director

Approved: _____