

Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcityut.gov

Mayor

Steven Nelson

Council Members

Robert Cox
Waldo D. Galan
R. Scott Phillips
Phil Schmidt
Carter Wilkey

City Manager

Paul Bittmenn

Planning Commission Agenda **October 20th, 2026**

The Planning Commission will hold a meeting on Tuesday, October 20th, 2026, at 5:15 p.m. in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

<u>Item/Requested Motion</u>	<u>Location/Project</u>	<u>Applicant/Presenter</u>
• <u>Pledge of Allegiance</u>		
1. Approval of Minutes dated October 6th, 2026		
2. PUBLIC HEARING Development Agreement-Iron Horse RDO (Recommendation)	2415 West 1250 South	Ron Larson
3. PUBLIC HEARING Amended Plat (Staff Decision)	379 North 3550 West	Platt and Platt
4. PUBLIC HEARING Ordinance Text Amendment (Recommendation)	Section 26-III-21 Permitted and Conditional Uses	Donald Boudreau

Administration
586-2953

Building and Zoning
865-4519

Economic Development
586-2770

City Engineer
586-2963

Leisure Services
865-9223

Public Works
586-2912

Planning Commission
October 6, 2026

Item 2 – PUBLIC HEARING; Zone Change from RA (Residential Agriculture) to MU (Mixed Use), 2300 West Cross Hollow Road

Jennifer Davis: We have a public hearing. It's a zone change from RA to MU to mixed use residence recommendation, and it's 2300 West Cross Hollow Road.

Ron Larsen: I'm with Development Team here for Tyler tonight, who couldn't make it. This is on the north side of our project. The city owns the property right here, and Walmart and Home Depot is just to the right of this. So this Cross Hollow Road that comes down through here now, and it's this lower area going up the hill. Right here, you'll see that they've done some excavation work for this road. It's being roughed in. That's basically where it is. Our RDO shows this area to be mixed use. It's still RA because none of it's been changed yet.

We're just changing it as we go. So RA is when it was brought in under the residential agriculture. There's the big water tanks right up here on top. That's what we're proposing is the mixed use.

Jim Lunt: What are you planning?

Ron Larsen: The area is going to be commercial, more commercial. There's a big office building and some smaller things along this road. But because our RDO says mixed use, if we don't go mixed use, then we have to redo our RDO, and we don't want to do that. So we're doing it per the RDO, making it mixed use. This side of the property is really more towards commercial. If you look at where that road comes in right here, it goes up the hill. It's pretty steep. It's about a nine percent slope all the way up.

Tom Jett: So in the RDO, it showed a mixed use to begin with. We're not changing things.

Ron Larsen: Correct. It was mixed use to begin with, and that's why we're going to mixed use. Even though the use is probably going to be more commercial, that's what we had in our previous meeting.

Don Boudreau: Ron, could you clarify that? Maybe I have a misunderstanding. But from Pod Three, I believe it is. It's Pod Eleven. There's kind of a dogleg there that goes to the north.

This right here. Now that the boundary. The red. That one. This one. Is that proposed to be mixed use?

Ron Larsen: Yes. So what happened was in our original RDO, this pod right here is RE, which is up on top, and we really weren't planning to do anything down below. The mixed use would go into that along the road because it is usable. Now that we're putting this road

in, we are able to use it. So some of the mixed use does go over into that. Pod 11, which was this pod, so the bottom would be mixed use and the top would be RE.

Jim Lunt: Is that where you terraced? Some just terraced through there.

Ron Larsen: The terracing is just to set the hill back so it doesn't come down. And rather than do big tall retaining walls, we're doing them on an angle and trying to make it look a little less like a prison. So there is some of this that does go into Pod 11, which was, as I say, as shown on the plan as RE. And there's actually this pod right here is also mixed use, but we're looking at just doing single family residential homes. The original mixed use was looked at to do commercial and high density. We don't feel like high density is a good thing up there, so we're really doing mostly single family homes with commercial, and there might be a few here and there of the mixed use, but this whole top part right here, these two Pods 3 and 4, is all shown mixed use all the way over to Ironhorse Road. But we don't really do it as mixed use. There's not really a plan to develop it that way.

Tom Jett: If you could remind me, doesn't mixed use if you do a commercial doesn't mixed use kind of restrict the uses by square foot. Square footage. What can go in there?

Ron Larsen: What is says is basically that you can't do all high density. You have to do a certain amount of commercial.

Tom Jett: But then, if I recall, I thought it was said there can't be greater than X number of square foot.

Don Boudreau: Previously, probably four or five years ago, Ron. It was open-ended. You could do whatever high density or whatever the central commercial zone would allow. That was taken back under council direction. So the zone now is very open to commercial uses. There's more limitations than the CC zone as related to use and height and things of that nature. Where the restrictions come in, Tom is if you want to do all residential. If you want to do high density residential, you would have to include a commercial component with it.

Ron Larsen: It's like fifty percent. I think it goes about. Don

Boudreau: Thirty percent of the footprint.

Tom Jett: So in the book here, if it's more than, it says it can't be more than 2,400 square feet in mixed use. This particular one, a grocery store, can't be more than 2,400 square feet. Ron

Larsen: I have not seen that before.

Randall McUne: In the use table, grocery stores less than 2,400 square feet are permitted in all zones, but grocery stores more than 2,400 square feet are not permitted in mixed use. If you go through the use table, you'll see probably about a quarter to a third are not

permitted in the mixed use that are permitted in the commercial. So it is a little more restricted because it is designed to potentially be closer to residential and have those mixes. We don't necessarily need residential above Walmart. I mean, that's kind of the concept.

Tom Jett: So commercial businesses, administration offices, not to exceed a maximum of 2,000 square feet on the ground floor, having no more than two stories above, so they can be over 2,000 square feet in mixed use?

Randall McUne: Look right above it. You'll notice that professional business and admin offices is actually in there twice, once for any size, once for not to exceed 2,000. That does not change in mixed use. Both of those are allowed in mixed use. But if you move over zones, now you can see highway services (HS). HS does not allow the larger ones. Mixed use is allowable. See Section 26-III-21, use table.

Tom Jett: I just remember in the past reading something that made me think it might box them in on some of their uses.

Randall McUne: It will limit them, but I think that's probably well within the limits we're looking at anyway.

Ron Larsen: We're not opening it up to just any commercial. What we're looking at is mostly office type use. That's about all we've had interest in.

Randall McUne: So you'll just have a look if somebody comes in to build to suit or lease.

Tom Jett: I just don't want to see you box yourself in that we can address sometime in the future if that was going to box you.

Randall McUne: And at this stage, you probably couldn't do anything to help them in that regard because to change from mixed use to central commercial, we'd need to amend the RDO. So in this case, the only question is: Is this approximately close enough to the original pod design? In which case, you're great to give a thumbs up.

Tom Jett: Or we could change the definition in the table of contents of what's allowed.

Ron Larsen: Without changing the idea, if there's somebody that absolutely wanted something that didn't work, we'd have to come back in and do something.

Randall McUne: Either way, you're going back through the full process of another public hearing, publications.

Don Boudreau: I think to Randall's point with that extension across Hollow, the ordinance says, and I think we all recognize this RDO is kind of a general plan. It's those lines in the sand. There's no way they're ever going to be perfect, so that's why the ordinance uses.

Ron Larsen: You'll see right here. Approximate this right here. These down below are the mixed use, and this is pot eleven, which is residential estate. Our proposal is to go along here a ways because of this road coming in. The road is a master planned road, and it's a 55 foot right away, so it kind of caters to doing commercial with the bigger roadway. Right there along that bottom, there's some area that can be used that we didn't really look at before.

Randall McUne: But you also did that with what is it? Is it the pod to the northwest of Pod 10?

Ron Larsen: You're talking over in Pods 7 and 8.

Randall McUne: You did the same thing. You kind of built along.

Ron Larsen: We kind of brought it out here a little bit, and this part doesn't follow exact lines because now that we've got more planning into it, we can see where things should go and can go. Down at the other end, we just did the zone change here a while ago. Down by there, the church is going in, and that one, we actually cut back to mixed use and did more residential state because it made more sense right around the church, not to be mixed use.

Randall McUne: So two main considerations when we do these: one is that word approximate. We definitely don't require precision at this point, just like we don't require precision in our own general plan. The next one is: Can you go down to the bottom left, or near the bottom, where it has the tables? This right here, this proposed table, this is what the council approved. When you see that proposed total units, you see the proposed zone and all those kind of densities and things like that. We do need to hold at least somewhat true on. But that, like densities, absolutely, we can't go past the densities allowed or the total units allowed for each of those. We understand they may shift a little bit, as long as you guys understand that you have to make up for it somewhere else, because you're going to lose some use if you don't.

Ron Larsen: And what I was going to say is on this proposal right now, if you look at where we've gone across the bottom, I don't know if you can bring that one back up. The current. This one. So you can see right here, these lines are the pod lines, and we've gone into this one. But up top where this is here, we actually figured that all of this up here could be re because it's all going to be the same. So there will be an offset of re up on top because there's not good for the mixed use.

Don Boudreau: I think those are the kind of things I'd be asking you for. You know where that road cut is and some of this new mixed use. You got quite a bit of open space so we can kind of make things whole.

Ron Larsen: That's why I say this whole side of this. There's a hill right here that divides the two sides. This whole side, your battery's dead. This whole left side really isn't going to be mixed use.

Randall McUne: And that's just again part of your recommendation is to look at those questions and say, do you think this is approximate? Do you think this is in line, approximately, with the argument.

Ron Larsen: Exactly. So that's kind of what we're doing. So what we're doing is we're really expecting this mixed use, but up here at the top, almost this entire pod could be residential estate, because we're not planning on doing anything but residences up there and open space.

Randall McUne: So the only thing we ask is to keep everything approximate because mixed use you can still do residential. I think long term, and Don and I were talking about this earlier, this is going to be fun to track because it's like a 25 year project. Hopefully you guys are kind of keeping track of that.

Don Boudreau: That would be helpful when you go through to keep track of those puzzle pieces.

Ron Larsen: And we have approximately. Our master plan keeps changing every time we decide to change something.

Randall McUne: But the nice thing is, once you have these fixed, once the planning commission gives a recommendation, the council approves, those are now fixed.

Ron Larsen: And we do and we're the counting of the open space and everything as we go here.

Kent Fugal: So Ron, I have a question for you. On the zoning map, we've got the mixed use here that comes back along Cross Hollow for a little ways. This is where you guys have graded that out, built some retaining walls, those kinds of things. So with this current proposal, you are bringing it over to a point here [pointing along Cross Hollow Rd north of the water tank].

Ron Larsen: What there is where that road comes in is right about here, and there's a spot you can go back. This is where the big hill is that's on both sides of the road. It would end right there.

Kent Fugal: So you're not planning to try to interconnect between those two.

Ron Larsen: They talked about it. I'm like, why? You're going to create this long, narrow access. We won't have enough access off the road. You'd end up having to get off and travel for two miles to get to the other side. Right now, the plan is we can see there's a use there from both ends.

Kent Fugal: I think the only thing that connection would provide is that you wouldn't have any one-way feed into those commercial uses. This one's not particularly deep, however, and the other one will be even less so, probably.

Ron Larsen: The plan that we've done is really to come in and put some buildings along there with a driveway on the end, and you drive through it and go out the other end. It's just kind of small commercial buildings. The same thing will happen on this other side. This one will have to go down and come back because it won't get out, unless we can figure out a way to get out onto Cross Hollow Road safely.

Kent Fugal: Probably not.

Ron Larsen: It's probably not because of the hills right there.

Kent Fugal: The hills and the curves and everything else. This can be tough.

Ron Larsen: We want to talk about that development agreement. For the commercial.

Don Boudreau: We would. That would need to be a separate app, Ron. And it's a separate public notice. We have to do a summary. If you want to do it, get that in.

Ron Larsen: We'll just get it moving forward. I think Tyler thought it was all together, but I'll just get it back.

Randall McUne: So there is a development agreement that's intended to come for this area, but this zoning proposal isn't contingent upon that.

Ron Larsen: What because we're having to do mixed use, commercial allows taller buildings than mixed use does, and the two projects that we have, there's one right here and one over on this side, are three stories commercial buildings, and so they need to be taller than the 30 feet that's allowed. And so our development agreement is that we get looking for an agreement to be able to do that. Mixed use for those two projects. That's really what it is.

Tom Jett: Let me understand what you just said. In MU mixed use, you're limited on your height to thirty feet. Commercially, I could see it going higher. So I'd like to have that whole

discussion another day. Maybe if you could try to get that on an agenda, so we have that discussion on why, why not fifty feet? In the ordinance and not just for you.

Ron Larsen: I don't know. I understand, but I think the reason, from what I've seen of it, is that's what's allowed in the residential.

Don Boudreau: It was intended for mixed use projects. Not to set up a mixed use project that just has a slice that's 50 feet and we put homes behind that. We don't need mixed use for that because we can just have different zones, just like you'd see on Main Street or Highway 56.

Tom Jett: As expensive as dirt has become, and Mr. Burgess will tell you that the only way to make money right now is to go vertical. There's no money to be made otherwise.

Ron Larsen: But we'll bring that problem here back. So it's a meeting of its own.

Tom Jett: What just for fire? So I don't forget. What is the maximum height in an SHD zone? Fifty feet?

Don Boudreau: The highway service and central commercial are fifty feet.

Tom Jett: But SHD zone is fifty feet. So that's in a residential area. And specifically for schoolhouse business, I get that.

Don Boudreau: That's part of the heartburn that it causes. In the neighborhood, no setbacks in fifty feet tall. To me, mixed use is meant to be kind of built in harmony with the residential. So I can see why you'd want to limit height, not just have it feel like central commercial surrounded by residential.

Ron Larsen: I don't think there's a problem. We just have two projects that probably will be taller than thirty feet.

Jennifer Davis: Any other questions that pertain to this? So this is a public hearing, and we'll open the public hearing.

Ann Clark: Is this on West Cross Hollows Road? Is this the Leavitt property that they're tearing down the hill? Is that where this is? So now that what I'm understanding is they're going to put in high density housing behind there. Is that what is no deal? It's commercial. I know some of it's commercial, but I also heard behind it was going to be high-density housing, single-family. That goes. That's what I need to know. Thank you. I'm sorry I was late.

Tom Jett: Thanks. We won't bring low-income people into your neighborhood. We'll keep them rich.

Ann Clark: Tom, here's the thing. I don't care who lives by me. I just want nice yards. If you lived in California, where everything was a trash heap, you don't care who it is as long as they keep their house up. That's all I'm saying. And when things get to be high density, you can't see out anymore. You lose some of the charm of the city. That's why I fought for the houses around the college.

Jennifer Davis: Thank you. Thanks, Ann. Seeing that there are no other comments, let's turn it back over to us for a discussion. Staff, do you have any questions or concerns we should know about? [Public hearing closed.]

Randall McUne: No further comments from me. Jennifer

Davis: I think we covered all ours. Thank you.

Jim Lunt moved to send a positive recommendation to City Council for the property at 2300 West Cross Hollow Road to change from RA to MU. Seconded by Wayne Decker. Vote was unanimous in the affirmative.

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as “City” and [Property owner name] is the owner of the property contained in Iron County Parcel Number(s) [parcel #(s)], hereafter referred to as “Owner” or “Developer.” The Owner is the owner of [acreage] acres in Cedar City (the “Project”). The City and Owner are sometimes collectively referred to in this Agreement as the “Parties” or individually as a “Party.”

RECITALS

A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-20-508 as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Owner is the owner of certain real property located in Cedar City, Utah and desires to develop the property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of Cedar City’s general plan, zoning, and development regulations in order to receive the benefit of zoning designations under the terms of this Agreement as more fully set forth herein.

C. The Project subject to this agreement is located entirely on Iron County Parcel Number(s) [parcel #(s)] ([#] acres) located in the vicinity of [location/address], Cedar City, Utah, with the legal description being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

D. Parties acknowledge that the property is zoned [current zone of property]. With the understanding that the parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land use for any undeveloped areas within the Project.

E. The Owner may complete the Project in one or more phases pursuant to one or more complete development applications to the City for development of a portion of the Project.

F. Owner and City desire to allow the Owner to make improvements to the Property and develop the Project pursuant to City ordinance, policies, standards, and procedures.

G. The Cedar City Council has authorized the adoption of a development agreement which advances the policies, goals, and objectives of the Cedar City General Plan, and preserves and maintains the atmosphere desired by the citizens of the City. Moreover, the Owner has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.

H. Consistent with the foregoing authorization and the provisions of Utah State law, the City’s governing body has authorized execution of this Agreement by Ordinance [***Ordinance Number***], a copy of which is attached to this Agreement as Exhibit “B”.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

I. Recitals.

The recitals set forth above are incorporated herein by this reference.

II. Exhibits.

The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Ordinance

III. Party Obligations and Modification(s) to Ordinance Requirement(s).

- A. Completion of the Project. Owner agrees to construct and complete the Project in accordance with City Ordinance and this Agreement. Nothing in this Agreement is intended to modify any requirements of City Ordinance except as specifically modified herein. In addition, the Parties hereby agree to satisfy all conditions imposed by this Agreement, namely:

- i. [Specified owner obligations]

IV. Vested Rights and Reserved Legislative Powers.

- A. Zoning; Vested Rights. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Owner all rights to use this property as allowed by this Agreement, but the Parties do not intend to modify, amend, or abridge any of the codes, rules, requirements, benefits, or obligations found within the City's ordinances and the RDO. As of the date of this Agreement, the Parties confirm that the use reflected in this Agreement is agreed upon despite being inconsistent with City's Zoning Ordinance.
- B. Reserved Legislative Powers. Owner acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Owner with respect to use under the zoning designations of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist

at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-20-902(1)(a)(ii), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

- C. Application under City's Future Laws. "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Owner may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Owner is not in current breach of this Agreement.

V. Term.

This Agreement takes effect on the date on which it has been signed by both Parties (the "Effective Date"). If the Parties sign on different dates, the Effective Date is the later of those dates. Upon recordation, this Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of twenty (20) years from its date of recordation in the official records of the Iron County Recorder's Office.

For the portions of the property that are developed prior to the expiration of this agreement, the terms and conditions herein regulating the use of the property shall survive the expiration of this agreement.

VI. General Provisions.

- A. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be in writing and shall be sent registered or certified mail to:

If to City: Cedar City Corporation
10 N. Main St.
Cedar City, Utah 84720

If to Owner: [Owner name and address]

Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

- B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or

delivered by nationally recognized overnight couriers shall be deemed delivered upon receipt.

- C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.
- E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.
- F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties and supersedes all prior agreements, negotiations, and discussions concerning the subject matter herof.
- G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.
- H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Owner's ability to complete the Project is not defeated by such severance.
- I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.

J. Waiver of Contractual Claims and Limitation of Remedies.

- a. Waiver of Contractual Remedies. Developer explicitly acknowledges and agrees that, by entering into this Agreement, it waives, releases, and relinquishes any and all claims, causes of action, or remedies in contract—whether at law or in equity—against City arising out of or relating to any alleged breach, non-performance, or default of this Agreement by City. Developer agrees that it shall not seek, and is barred from recovering, any contractual damages, including but not limited to direct, indirect, expectation, reliance, consequential, or punitive damages.
- b. Exclusive Remedy Under Land Use Law. Developer's sole and exclusive remedy for any dispute, grievance, or adverse action arising under this Agreement, or regarding the zoning, permitting, or development approvals of the Project, shall be limited strictly to those administrative and judicial remedies expressly available under applicable state and local land use laws and municipal land use regulations.
- c. Condition Precedent. Developer acknowledges that this limitation of remedies is a material inducement for City to enter into this Agreement, and that City would not have executed this Agreement absent Developer's knowing and voluntary waiver of contractual claims.

K. Attorney's Fee and Costs. If any Party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

M. Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part. Owner shall give notice to the City of any assignment at least thirty (30) days prior to the effective date of the assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Owner complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Owner's sale of completed subdivision lots within the Project.

N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

O. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

[Signatures on following pages]

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

OWNER:

By: _____

Printed Name: _____

Title: _____

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____ 2026, _____ personally appeared before me and duly acknowledged to me that s/he signed the above and foregoing document.

NOTARY PUBLIC

CEDAR CITY CORPORATION:

STEVEN NELSON
MAYOR

[SEAL]

ATTEST:

AMBER RAY
CITY RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____ 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steven Nelson, known to me to be the Mayor of Cedar City Corporation, and Amber Ray, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Steven Nelson and she the said Amber Ray executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

Exhibit A

Iron Horse Development

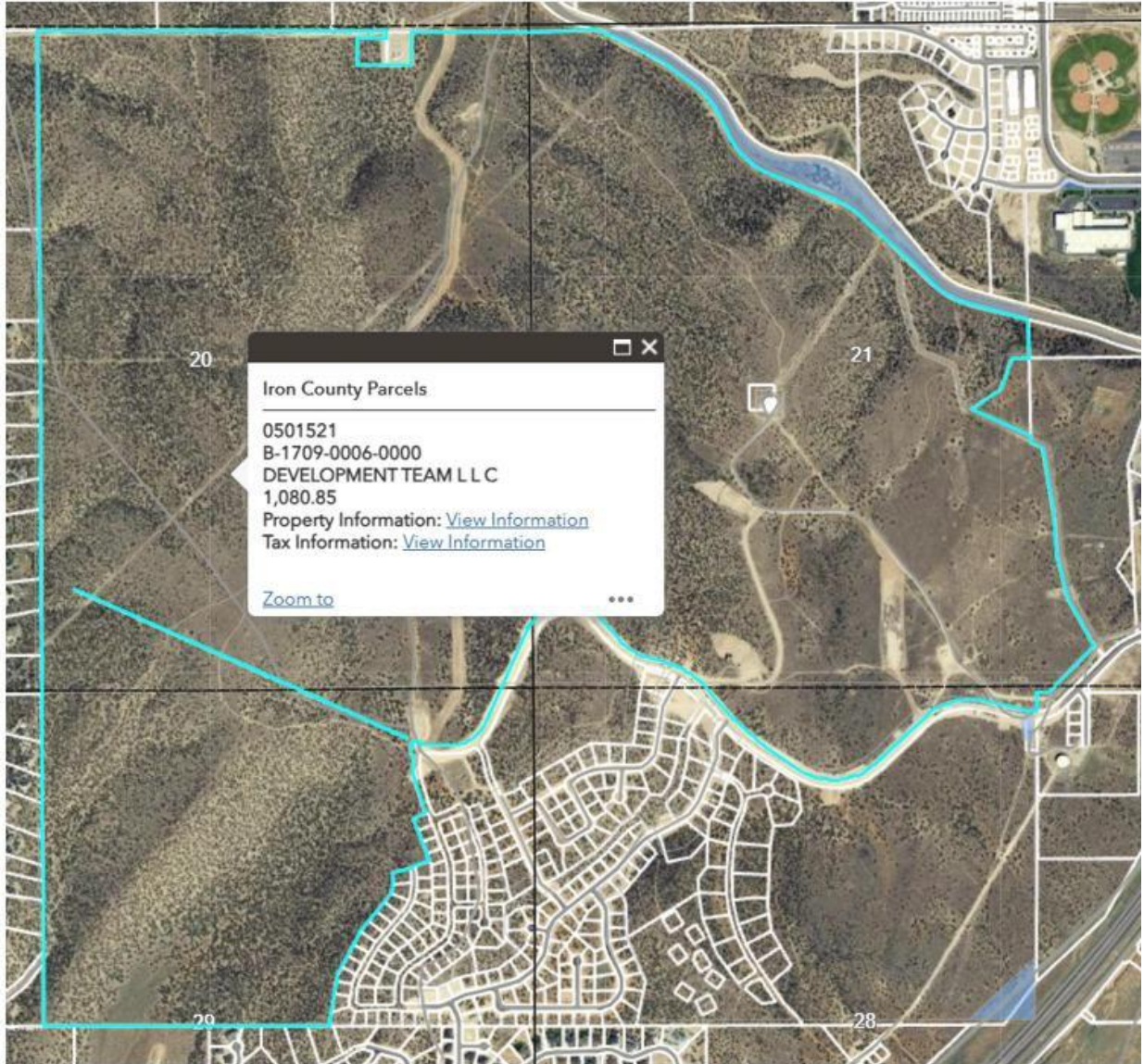


Exhibit B
Commercial Building Location

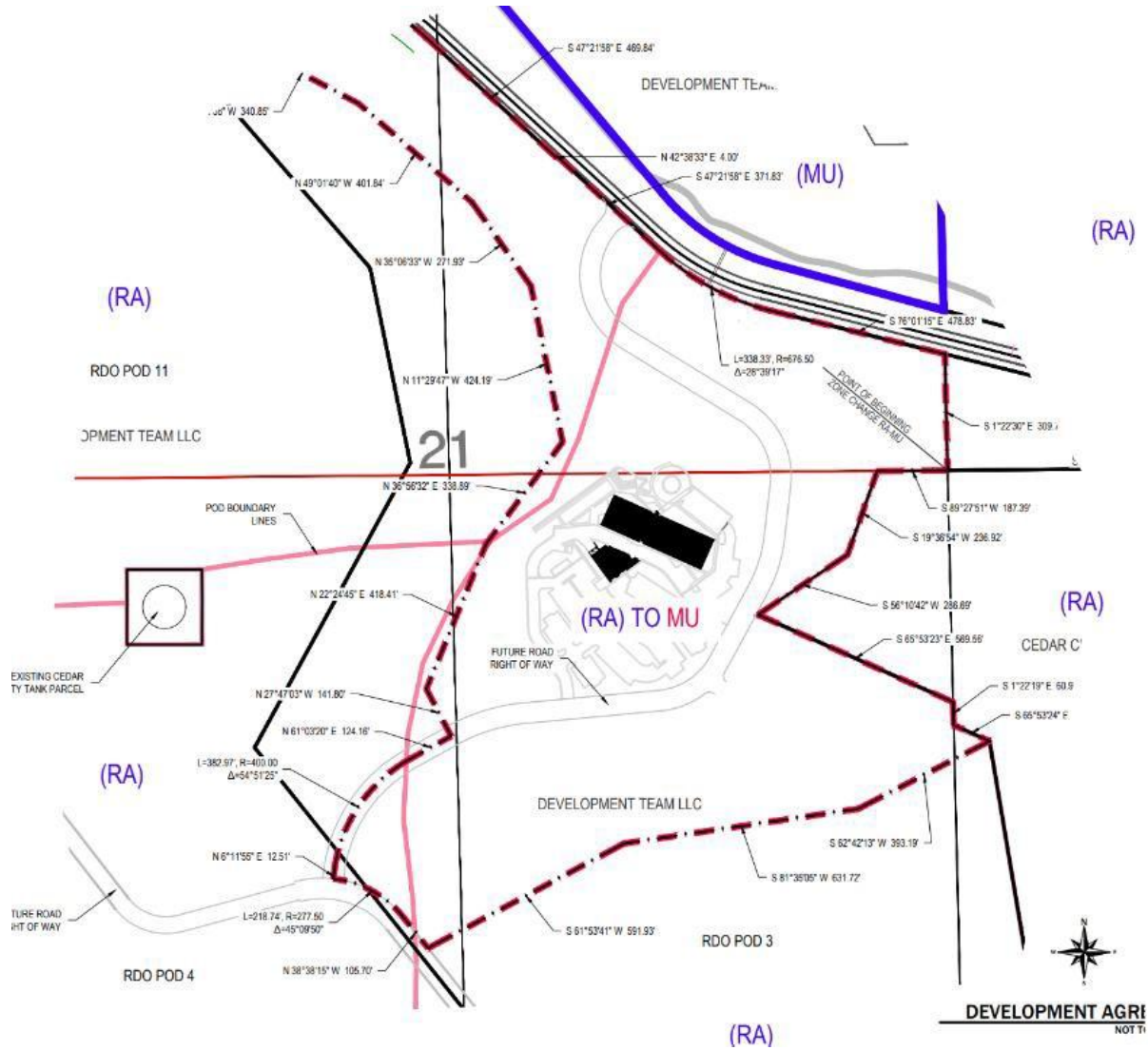
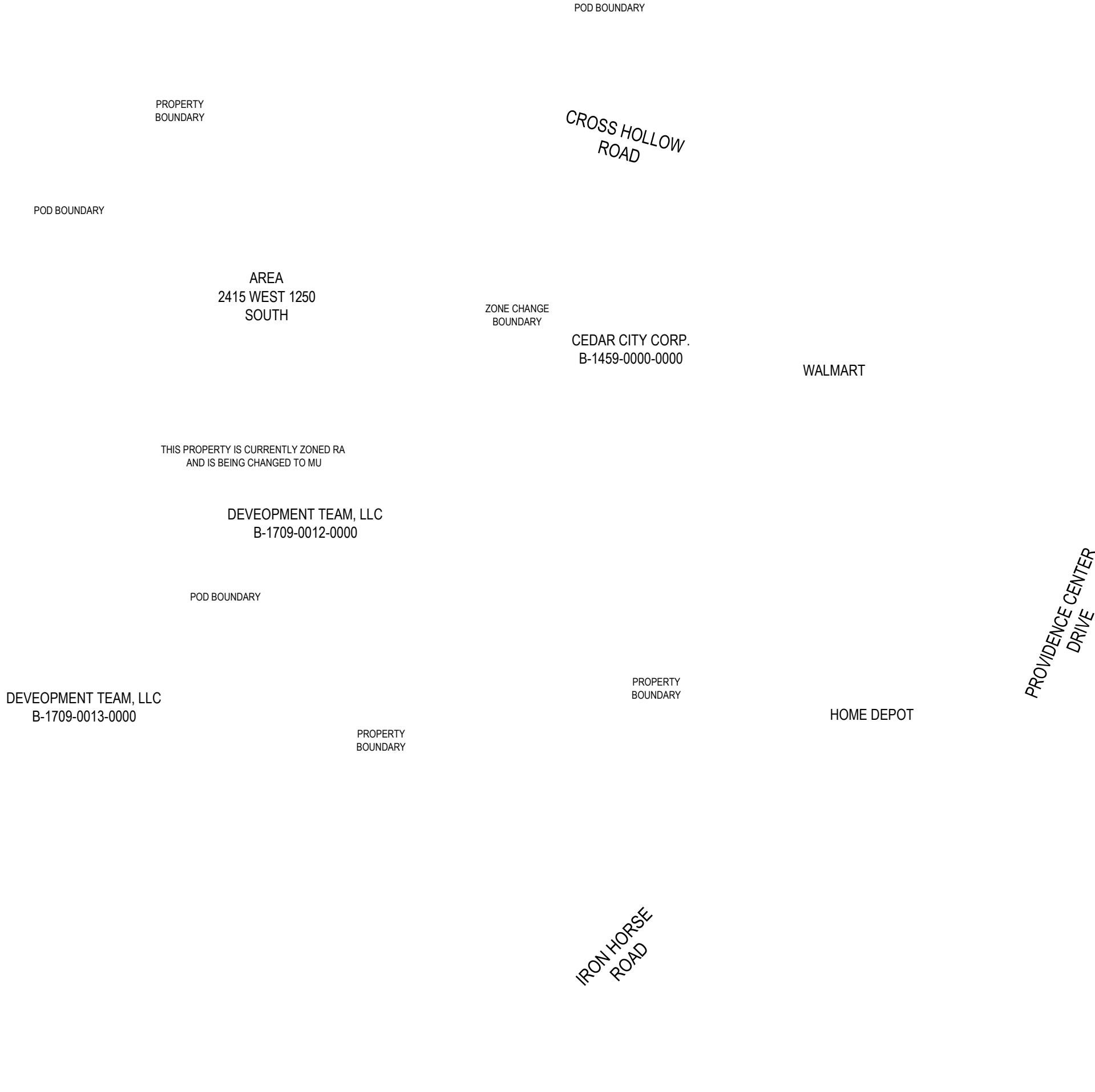
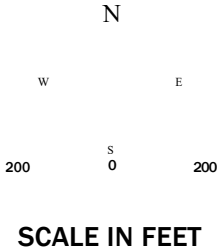


Exhibit C

Adopting Resolution



DEVELOPMENT AGREEMENT AREA

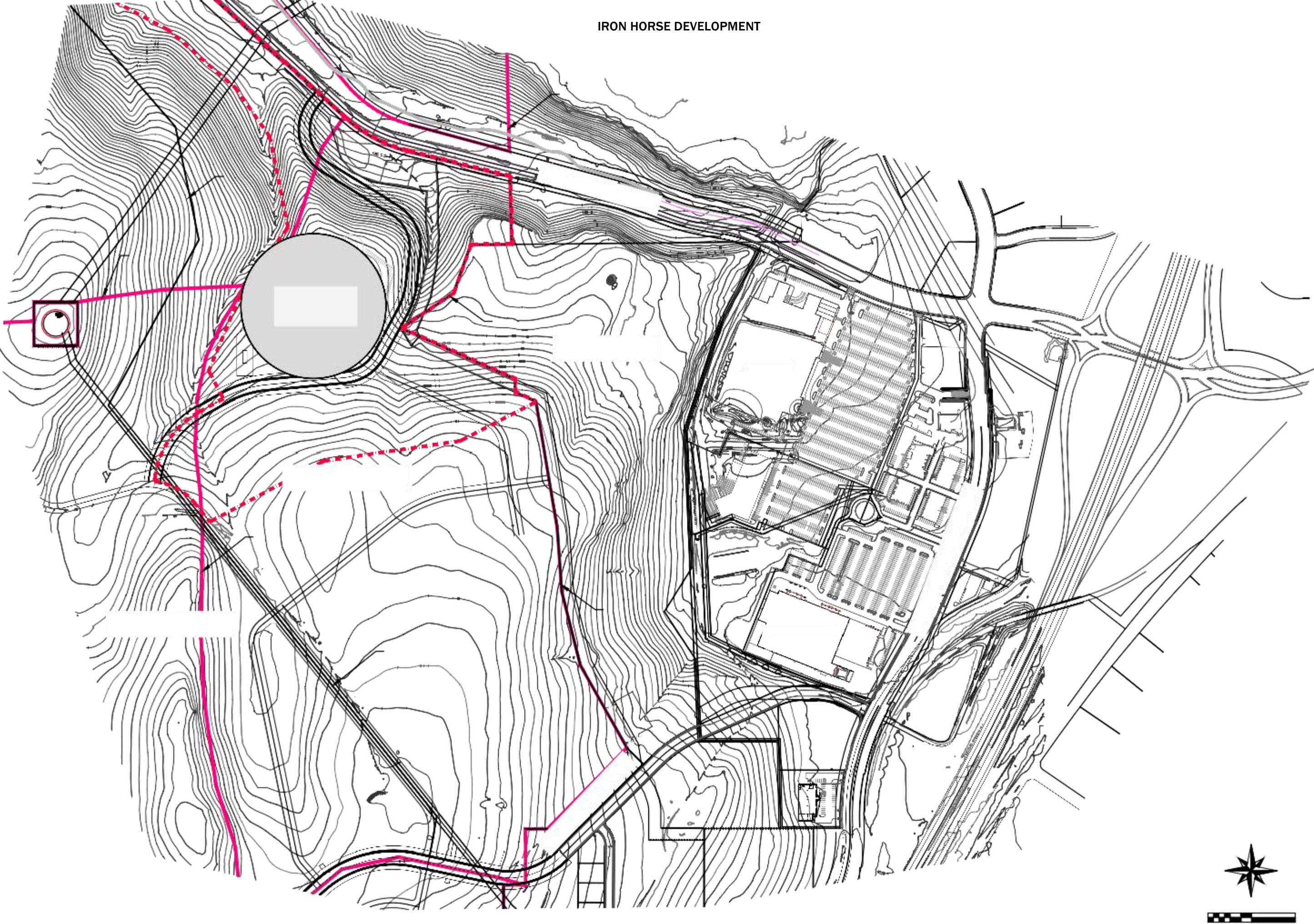


PROJECT: IRON HORSE DEVELOPMENT
SHEET TITLE: DEVELOPMENT AGREEMENT AREA
DEVELOPMENT TEAM LC
CEDAR CITY, UT

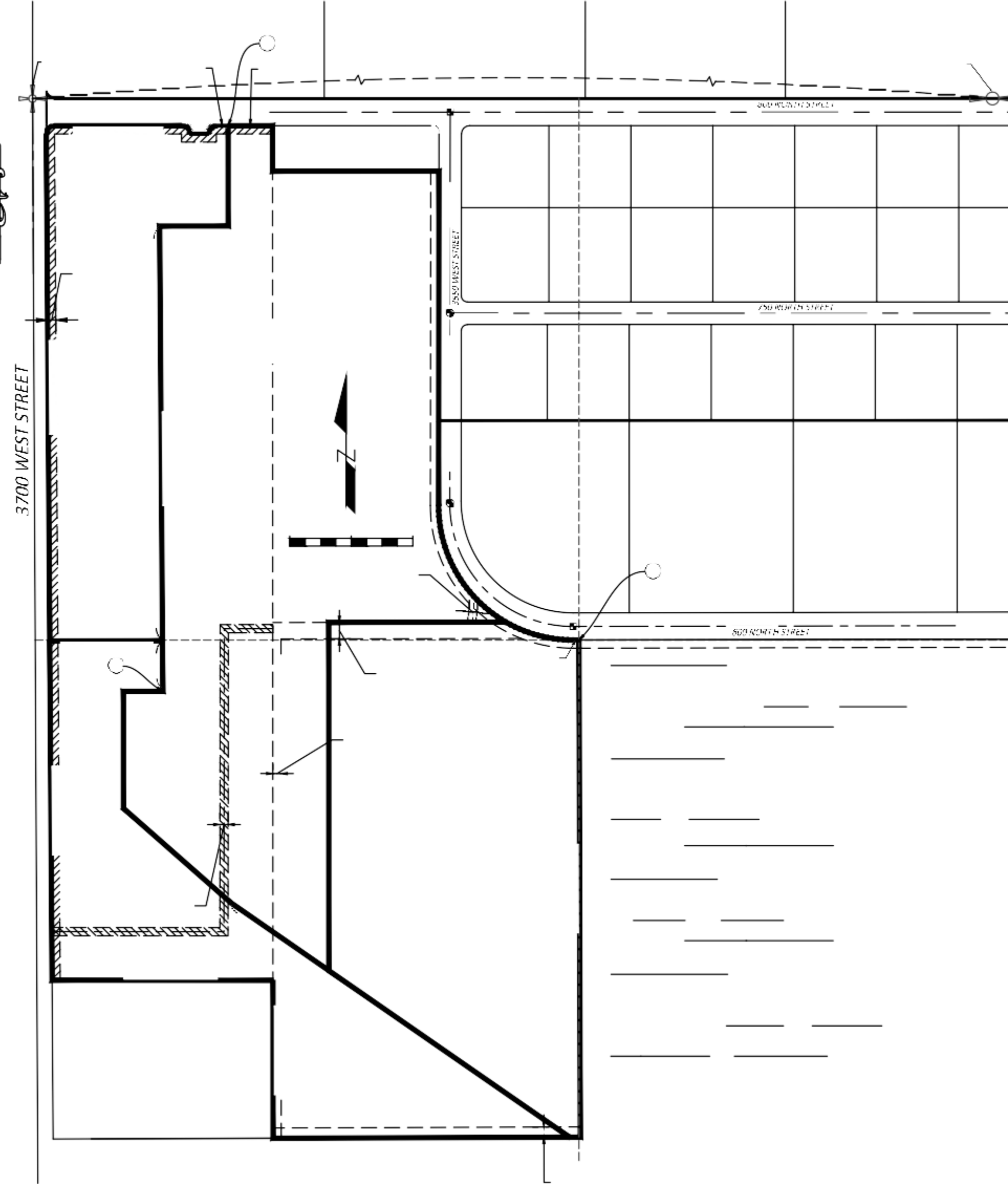
CHECKED: -
DRAWN: -
DATE: 10-8-26
SCALE: 1"=200'

ENGINEERING
RED HOLLOW ENGINEERING
17 1/2 WEST 725 SOUTH
CEDAR CITY, UTAH 84720
PHONE: (435) 865-3833

REVISIONS			
NO	DESCRIPTION:	DATE:	BY:
1			
2			
3			
4			



PLATT & PLATT, INC.
CIVIL ENGINEERS & LAND SURVEYORS



Section 26-III-21 Permitted And Conditional Uses

- A. The following list itemizes the various uses permitted in each type of commercial and industrial zone. Uses designated as "P" are permitted in that zone and those designated "N" are not allowed in the zone. Refer to the Special Provisions and Supplementary Regulations section of each zone for use with an Asterisk (*). Zones included here are: Mixed Use (MU); Central Commercial (CC); Downtown Commercial (DC); Highway Service (HS); Industrial & Manufacturing-1 (I&M-1); and Industrial & Manufacturing-2 (I&M-2). For uses not listed in the table below, please see subsection B below.

	MU	CC	DC	HS	I&M-1	I&M-2
Agricultural products or supplies (except large machinery)	N	P	N	P	P	P
Air conditioning sales & service	N	P	N	P	P	N
Airports	N	N	N	N	P	N
Amusement enterprises (outdoor)	P	P	N	P	P	N
Amusement enterprises (indoor)	N	P	P	P	P	N
Animal hospitals	N	P	N	N	P	N
Animals, under 20 head	N	N	N	N	P ¹	P
Antique, import or souvenir shops	P	P	P	P	P	N
Apartment houses	P*	P*	P	P*	N	N
Apparel altering & repairing	P	P	P	P	N	N
Appliance and/or electronic instruments assembly	N	N	N	N	P	P
Appliance stores	P	P	P	P	P	N
Arts and crafts shops	P	P	P	P	N	N
Asphalt mixing plants	N	N	N	N	C	P
Assembly of appliances (from previously prepared parts)	N	P	N	P	P	N
Athletic & sporting goods store, (excluding sales & service of motor vehicles or motor boats)	P	P	P	P	P	N
Auction houses (except animals)	P	P	N	P	P	N
Auction houses (including animals)	N	N	N	N	P	N
Automobile parts sales (new parts only)	P	P	N	P	P	P
Automobile rental (<10,000 GVW) (See "Truck rental" for vehicles over 10,000 GVW)	N	P	N	P	P	N
Automobile sales (used and new)	P	P	P	P	P	N
Automobile service station	N	P	N	P	P	P
Automobile wrecking yards	N	N	N	N	N	P
Bakeries, on-site retail only	P	P	P	P	P	N
Bakeries, wholesale	N	P	N	P	P	N
Banks and other financial institutions	P	P	P	P	P	N

Barber shops, beauty parlors	P	P	P	P	P	N
Barns, stables, corrals	N	N	N	N	N	P
Bed and breakfast	P*	P	P	P	N	N
Beer parlors (on site consumption)	N	P	N	P	N	N
Bicycle sales and repair shops	P	P	P	P	N	N
Boat sales and service (No manufacturing)	N	P	N	P	P	N
Boat storage	N	N	N	N	P	P
Book and stationary stores	P	P	P	P	N	N
Bowling alley	P	P	P	P	N	N
Breweries/Winery < 3000 S.F. production area	P	P	N	P	P	N
Breweries/Winery >3000 S.F. production area	N	N	N	N	P	P
Broadcasting studios	P	P	N	P	P	N
Building materials sales yards and storage bldgs. (Materials are customarily stored outside the main building on a year-around basis)	N	N	N	N	P	P
Building supply stores (Materials are stored primarily inside the main building, including permanently attached, covered and fenced enclosures, with some seasonal sales items temporarily kept outside)	N	P	N	P	P	N
Bus terminal	N	P	N	P	P	N
Business Park/research Campus	C	C	C	C	C	C
Cabinet and woodwork shop	N	P	N	P	P	P
Camera store	P	P	P	P	N	N
Candy store, confectionery	P	P	P	P	N	N
Cannabis Pharmacy	P	P	P	P	P	N
Cannabis Pharmacy located on the same parcel as a Cannabis Production Establishment	N	N	N	N	N	P ²
Cannabis Production Establishment	N	N	N	N	N	P
Caretaker's dwelling	N	N	N	N	P	P
Carwash	P	P	P	P	P	N
Catering service (food)	P	P	P	P	P	N
Church	P	P	P	P	P	P
Clinics, medical and dental	P	P	P	P	N	N
Clothing and accessory store	P	P	P	P	N	N
Clubs and fraternal societies	P	P	P	P	P	N
Coal yards	N	N	N	N	N	P
Cold storage plants	N	N	N	N	P	P
Concrete mixing and batching plants	N	N	N	N	C	P

Construction equipment rental (heavy equipment)	N	N	N	N	P	P
Convenience store, <5,000 sq ft, w/fuel islands	P	P	P	P	P	P
Convenience store, >5,000 sq ft, w/fuel islands	N	P	N	P	P	P
Correctional/intensive treatment facility	N	N	N	N	C	N
Craft & hobby store	P	P	P	P	N	N
Dance hall/studio	P	P	P	N	P	N
Day care center	P	P	N	N	P	N
Department/variety store > 2400 S.F.	N	P	P	P	P	N
Department/variety store< 2400 S.F.	P	P	P	P	P	P
Drive-ins-fast food	P	P	P	P	P	N
Drug store	P	P	P	P	P	N
Dry cleaning and laundry	P	P	P	N	P	P
Dwelling units	P*	P*	P	N*	N	N
Electrical, heating, air conditioning and plumbing sales & service	N	P	N	P	P	P
Electrical sign shop	N	P	N	N	P	P
Electronic equip, sales & service (≤2400 sf)	P	P	N	P	P	P
Electronic equip, sales & service (>2400 sf)	N	P	N	P	P	P
Employment agency	P	P	P	N	P	N
Engraving, printing	P	P	P	P	P	N
Farm buildings, fowl	N	N	N	N	N	P
Farm equipment sales, rental & service	N	P	N	N	P	P
Feed processing	N	N	N	N	P	P
Feed processing, cereal and flour mill	N	N	N	N	P	P
Fertilizer and soil conditioner manufacturing, processing and sales	N	N	N	N	N	P
Fire/police/sheriff stations	P	P	P	P	P	P
Fix-it shops (small appliance/equipment repair)	P	P	P	P	P	N
Floral shop	P	P	P	P	P	N
Food processing wholesale (with no noise or odor nuisance)	N	N	N	N	P	P
Food processing wholesale (with noise or odor nuisance)	N	N	N	N	N	P
Fuel, gas and oil storage (when approved by the fire chief)	N	N	N	N	P	P
Fur farms	N	N	N	N	N	P
Furniture stores, retail	P	P	P	P	P	N
Garden supply & plant material sales	P	P	P	P	P	N
Gift shops	P	P	P	P	P	N

Grain storage elevators (over 5000 bu.)	N	N	N	N	N	P
Grain storage elevators (under 5000 bu.)	N	N	N	N	P	P
Gravel and sand pits	N	N	N	N	C	P
Grocery stores, less than 2400 sq. ft.	P	P	P	P	P	N
Grocery stores, more than 2400 sq. ft.	N	P	P	P	P	N
Hardware stores	P	P	P	P	P	N
Health clubs	P	P	P	P	P	N
Health food store	P	P	P	P	P	N
Heliport	N	C	N	C	P	C
Home furnishings	P	P	P	P	P	N
Hometel	P	P	P	P	P	N
Hospital	N	P	N	P	N	N
Hotel & motel	P	P	P	P	P	N
House wrecking yards	N	N	N	N	N	P
Ice manufacturing and storage (wholesale)	N	N	N	N	P	P
Ice cream parlor	P	P	P	P	P	N
Indoor Shooting range	N	P	N	N	P	P
Interior decorating & design (retail)	P	P	P	P	P	N
Janitor service & supply	P	P	P	P	P	N
Jewelry stores sales & service	P	P	P	P	N	N
Junk yards and scrap storage (when property is fenced with at least six foot (6') site obscuring fence)	N	N	N	N	N	P
Karate studio	P	P	P	P	P	N
Kennels	N	P	N	N	P	P
Knitting mills	N	N	N	N	P	P
Laboratory	N	P	N	P	P	P
Laboratory, dental/medical	P	P	P	P	P	N
Library	P	P	P	P	P	N
Liquor store	P	P	P	P	P	N
Locksmith	P	P	P	P	P	P
Lumber yards	N	P	N	P	P	P
Machine shop (general)	N	N	N	N	P	P
Manufacturing, heavy	N	N	N	N	N	P
Manufactured home sales	N	P	N	P	P	N
Manufacturing, light	N	N	N	N	P	P
Manufacturing, clean	N	N	N	N	P	N
Mill working	N	N	N	N	P	P
Mobile home park	N	N	N	N	P	N

Mortuary/funeral home	P	P	N	P	P	N
Moving & storage company	N	P	N	N	P	N
Museum	P	P	P	P	P	N
Music store	P	P	P	P	P	N
Nurseries & greenhouses (plants)	N	P	N	P	P	P
Nursing homes	N*	P*	N	N*	N	N
Office supply & machines, sales, & services	P	P	P	P	P	N
Oil and petroleum refining	N	N	N	N	N	P
Open-air Businesses	P	P	P	P	P	P
Outdoor trop shooting ranges	N	N	N	N	C	C
Paint & wallpaper store	P	P	P	P	P	N
Park & playgrounds	P	P	P	P	P	P
Parking lots	P	P	P	P	P	P
Pawn shops	P	P	P	P	N	N
Pest control & extermination	N	P	N	N	P	P
Pet & pet supply store	P	P	P	N	P	N
Photographic studios/film processing	P	P	P	N	P	N
Plumbing shops	N	P	N	N	P	N
Power plant	N	N	N	N	N	P
Professional, business, & admin. Offices	P	P	P	N	P	P
Professional, business, & admin. offices (not to exceed a maximum of 2000 sq. ft. on the ground floor and having no more than 2 stories above grade.)	P	P	P	P	P	P
Railroad spurs and dock facilities	N	N	N	N	P	P
Recreational vehicle sales, service & rental (Small - Vehicles customarily hauled to recreational sites such as snowmobiles, ATV's, etc.)	N	P	P	P	P	N
Recreational vehicle sales, service & rental (Large - Vehicles customarily towed or driven such as campers, trailers, motor homes, etc.)	N	P	N	P	P	N
Recycling	N	N	N	N	N	P
Recycling Center, Indoor	N	N	N	N	P	P
Residential	P*	P*	P	N*	N	N
Residential facility for persons with a disability (see Article XVI)	P*	P*	P	N*	N	N
Restaurant	P	P	P	P	P	N
Rest homes	P*	P*	N	N*	N	N
RV Park	N	P	N	P	P	N
Salvage yards	N	N	N	N	N	P

Sawmills	N	N	N	N	N	P
Schools	P	P	P	P	P	N
Service stations	N	P	N	P	P	P
Sewage service	N	N	N	N	N	P
Sexually oriented businesses	N	N	N	N	N	P
Shoe sales and repair shops	P	P	P	P	P	N
Sign painting	N	P	N	P	P	P
Sporting goods stores	P	P	P	P	P	N
Storage rental (more than 1.5 acre)	N	N	N	N	P	P
Storage rental (not more than 1.5 acres including: buildings, outdoor storage, and associated parking and driveways-with seven- foot masonry perimeter fence and no access or frontage on Main Street)	N	P	N	N	P	P
Swap meets	N	P	N	P	P	N
Tanning, curing, storage of hides	N	N	N	N	N	P
Tattoo parlor and body piercing	P	P	P	P	P	P
Theaters, indoor & outdoor	P	P	P	P	P	N
Tire retreading and/or vulcanizing (associated with sales)	N	N	N	N	P	P
Tire sales & service	N	P	N	P	P	P
Toy store	P	P	P	P	P	N
Trade and vocational schools	N	P	N	P	P	P
Travel Center	N	P	N	P	P	P
Truck terminal	N	P	N	P	P	P
Upholstery shops	P	P	N	P	P	N
Warehouses (with a principal activity of a storage warehouse, excluding heating and chlorine gas and explosives)	N	N	N	N	P	P
Welding shop	N	N	N	N	P	P
Wholesale outlets	N	P	N	P	P	N

¹The provision allowing under 20 head of animals in the I&M-1 zone also contains an additional allowance for offspring. The offspring shall be allowed to remain on the property and not count against the 20 head. This allowance shall last for a reasonable time until the offspring are weaned, depending upon the breed of animal.

²This use is permitted in contemplation of mail-order pharmacies and pharmacies built in close proximity to drug manufacturing and production facilities. The I&M-2 zone exists to protect businesses that are especially vulnerable to nuisance claims, and any cannabis pharmacy or drug store operation in this zone is on notice that business activities prone to order, dust, and noise are appropriately located in the I&M-2 zone.

Amended by Cedar City Ordinance Number – 0708-09, 0826-09, 0811-10, 1110-10, 0926-12-1, 0311-15, 0113-16-2, 0129-20-1, 0902-20, 0511-22 and 0525-22-1

CREATED BY ORDINANCE NUMBER 0728-21-7.

Created by Cedar City Ordinance Number 0207-18-1, amended by 1209-20, 0210-21-1, and 0414-21-

- B. Classification Request: The Cedar City Land Use Authority shall have the authority and jurisdiction to interpret and to render a written determination as to whether a proposed use is similar to and consistent with the uses contained in the table of uses. Applicants proposing a use that is not listed in the table of uses may submit a Classification Request to the Cedar City Land Use Authority to determine if the requested use aligns with an existing land use.
1. Upon receipt of a Classification Request the Land Use Authority shall take into consideration the following when determining if the proposed use aligns with an existing use:
 - i. That the proposed use is substantially similar to the permitted as opposed to similar prohibited uses in the zone.
 - ii. If a proposed use is most similar to a conditional use allowed in the zone in which the use is proposed to be located, the classification of the use shall require that it may be approved only as a conditional use.
 - iii. That the proposed use is consistent with objectives and characteristics of each zone as described in the zoning ordinance shall be considered when determining the use classification.
 2. The Land Use Authority shall issue a written decision of the classification within fourteen (14) business days of the receipt of submittal of a classification request.
 3. The Land Use Authority shall maintain all written decisions and uniformly apply those decisions.
 4. Appeals from the Land Use Authority's written decision shall be pursuant 32-11(B).
- C. New and Unlisted Uses: If a use is determined not to align with existing uses, it shall be considered as a new or unlisted use. New or unlisted uses shall require a zoning code text amendment to provide the following:
1. A classification category for the use and a definition of the use.
 2. Identify if the use is permitted, prohibited, or conditionally allowed in each of the existing zoning districts.
 3. The identification of inherent impacts associated with the use, and specific mitigation measures special provisions or other limitations which may be required to mitigate such impacts. It shall be the purpose of such additional provisions to mitigate impacts of any proposed use in lieu of requiring a Conditional Use Permit.
 4. If the request for a zoning text amendment is denied, the City shall issue the applicant a written notification of denial within ten (10) days of the decision. The notification shall include the each reason for the denial and information on how to appeal the decision:
 5. The City Council shall reach a decision within 60 days from the date of the application.
 6. Decisions of the City Council are final, subject to appeal if either the applicant or the City files an appeal of the decision with the Fifth District Court within 30 days after the date that the City Council's decision is final.

