Town of Leeds

Agenda
Town of Leeds Town Council
Wednesday, May 25, 2016

PUBLIC NOTICE is hereby given that the Town of Leeds Town Council will, after a brief public opening hold a **CLOSED MEETING** on Wednesday, May 25, 2016 at 6:30pm and a **PUBLIC MEETING** on Wednesday, May 25, 2016 at 7:00pm. The Town Council will meet in the Leeds Town Hall located at 218 N Main, Leeds, Utah.

NOTE: IF YOU WISH TO SPEAK DURING CITIZEN COMMENT, PLEASE SIGN IN WITH THE RECORDER.

Closed Meeting 6:30pm

A Closed Meeting may be held for the discussion of the character, professional competence, or physical or mental health of an individual as allowed by Utah State Law 52-4-205(1)(a); or for the discussion of pending or imminent litigation; as allowed by the Utah State Law 52-4-205(1)(c); or for the discussion of the purchase, sale , exchange, or lease of real property, including any form or a water right or water shares; as allowed by Utah Code 52-4-205(1)(d).

Regular Meeting 7:00pm

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Declaration of Abstentions or Conflicts
4. Consent Agenda:
   a. Tonight's Agenda
   b. Meeting minutes of May 11, 2016.
5. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
6. Announcements:
   a. Monthly community pot luck barbecues. Last Friday monthly at 7:00pm, May to September in Town Park
   b. Leeds Community Blood Drive, Tuesday June 7, 2016 at Leeds Town Hall from 2- 7pm
7. Public Hearings:
   a. 2016-2017 Tentative Budget on the General Fund and Capital Improvement Fund
8. Action Items:
   a. Discussions and possible action regarding Ordinance 2016-04, Zoning Agreement for the Grapevine Wash properties.
   b. Discussion and possible action regarding Zone Change for Parcels L-3282-G and L-3284-B for Tuscan Lenders Group LC from Mixed Use (MXD) to Multiple Residential R-M-7, Residential R-1-10 (10,000 sq. ft.), Residential R-1-20 (20,000 sq. ft.),Residential R-1-1 (1 acre) on approximately 77 acres
   c. Discussion and possible action regarding Zone Change for Parcel L-3281-A for Capital Funding LTD CO LLC from Mixed Use (MXD) to Residential R-1-10 (10,000 sq. ft.), Residential R-1-20 (20,000 sq. ft.) on approximately 25 acres.
   d. Discussion and possible action regarding Zone Change for Parcels L-3281, L-3285, L-3284-A-1, L-3286, L-3287 and L-3289 for MSH Investments LLC from Mixed Use (MXD) to Multiple Residential R-M-7, Residential R-1-10 (10,000 sq. ft.), Residential R-1-20 (20,000 sq. ft.), Residential R-1-1(1 acre) on approximately 199 acres.
   e. Discussion and possible action regarding Zone Change for Parcels L-3282-F, L-3282-D-2 and L-3179-A-3-B for MISI Investments LLC from Mixed Use (MXD) to Multiple Residential R-M-7, Residential R-1-10 (10,000 sq. ft.), Residential R-1-20 (20,000 sq. ft.), Residential R-1-1 (1 acre) on approximately 68 acres.

f. Discussion and possible action regarding 2016-2017 road works.

9. Discussion Items:
   a. Ash Creek follow-up
   b. Washington County Days of '47 Celebration
10. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
11. Staff Reports

A Closed Meeting may be held for the discussion of the character, professional competence, or physical or mental health of an individual as allowed by Utah State Law 52-4-205(1)(a); or for the discussion of pending or imminent litigation; as allowed by the Utah State Law 52-4-205(1)(c); or for the discussion of the purchase, sale , exchange, or lease of real property, including any form or a water right or water shares; as allowed by Utah Code 52-4-205(1)(d).

12. Adjournment

The Town of Leeds will make reasonable accommodations for persons needing assistance to participate in this public meeting. Persons requesting assistance are asked to call the Leeds Town Hall at 879-2447 at least 24 hours prior to the meeting.
The Town of Leeds is an equal opportunity provider and employer.
Certificate of Posting;
The undersigned Clerk/Recorder does hereby certify that the above notice was posted May 24, 2016 at these public places being at **Leeds Town Hall, Leeds Post Office**, the **Utah Public Meeting Notice website** http://pmn.utah.gov, and the **Town of Leeds website** www.leedstown.org.

Kristi Barker, Clerk/Recorder

Town of Leeds

Town Council CLOSED Meeting Minutes

May 11, 2016

1. Call to order:
   Mayor Peterson called to order the "Closed" meeting of the Leeds Town Council at 6:33pm on May 11, 2016 at Leeds Town Hall, 218 North Main.

ROLL CALL:

	Present	Absent
MAYOR: WAYNE PETERSON	x	
COUNCILMEMBER: RON CUNDICK		x
COUNCILMEMBER: ANGELA ROHR	x	
COUNCILMEMBER: ELLIOTT SHELTMAN	x	
COUNCILMEMBER: NATE BLAKE		x

2. Purpose of the closed meeting was to discuss impending litigation and related matters as allowed by Utah state Law 52-4-205(1)(c)

3. Adjournment:
   Mayor Peterson adjourned the meeting with the intent of reconvening the Public meeting after a motion by Councilmember Sheltman and 2nd by Councilmember Rohr. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE				x

Time: 6:48pm.

APPROVED ON THIS _____ DAY OF _____, 2016

_____

Mayor, Wayne Peterson

ATTEST:

_____

Kristi Barker, Clerk/Recorder

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Town of Leeds

Town Council Meeting
May 11, 2016

1. Call to order:
   Mayor Peterson called to order the regular meeting of the Leeds Town Council at 6:32pm on May 11, 2016 at Leeds Town Hall, 218 N Main.
   A motion to close the public meeting and move into a "Closed" meeting to discuss litigation; as allowed by Utah state Law 52-4-205(1)(c) was made by Councilmember Rohr, with a 2nd by Councilmember Sheltman. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE				x

The closed meeting began at 6:33pm and went until 6:48pm. The public meeting reconvened at 7:00pm.

ROLL CALL:

	Present	Absent
MAYOR: WAYNE PETERSON	x	
COUNCILMEMBER: RON CUNDICK		x
COUNCILMEMBER: ANGELA ROHR	x	
COUNCILMEMBER: ELLIOTT SHELTMAN	x	
COUNCILMEMBER: NATE BLAKE	x	

2. Pledge of Allegiance by Councilmember Blake.

3. Declaration of Abstentions or Conflicts: None.

4. Approval of Agenda:
   Councilmember Blake moved to approve tonight's agenda and meeting minutes of April 13, 2016. 2nd by Councilmember Sheltman. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE	x			

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5. Citizen Comments: None.

6. Announcements:
   a. Archaeologist Dr. Robert Schuyler, Lecture & Walking Tour of Silver Reef on Saturday, May 14th at 10:00am.
      Mayor Peterson announced the Silver Reef Museum event.

7. Public Hearings:
   a. Ordinance 2016-03, Compensation of the Treasurer.
      Mayor Peterson, the previous Treasurers in the reverse order were, Ron Cundick, Wayne Peterson and Joe Allen. They all served in a volunteer manner and were members of the Town Council while they were the Treasurer. Prior to that, it was a paid position and at that point in time the hourly rate going back 4 plus years was $14.00 per hour. The proposed rate that is being put forward is $17.00 per hour.

      Mayor Peterson asked for a motion to open the Public Hearing on Ordinance 2016-03. Councilmember Rohr, I so move. 2nd by Councilmember Blake. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE	x			

      Mayor Peterson asked for a motion to close the Public Hearing on Ordinance 2016-03. Councilmember Rohr, I so move. 2nd by Councilmember Blake. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE	x			

8. Action Items:
   a. Approval of Tentative Budget for 2016-2017 General Fund and Capital Improvement Fund and setting of Public Hearing date.
      Mayor Peterson, we need to set a Public Hearing date, the proposed Public Hearing date would be two weeks from tonight on May 25th, then on June 8th the approval of the Final Budgets.
      Town Council discussed the highlights from the 2016-2017 Tentative Budgets.
      The following amendments were made to the General Fund expenses:

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1. $600.00 added to sanitation for Dumpster Days to compact the trash in the Dumpsters.
2. $1500.00 added to highways and streets for gravel on the east side of Cherry Lane.

Mayor Peterson asked for a motion to approve the Tentative Budget amended with an additional $600.00 that will be put into compaction services for Dumpster Days and $1500.00 for road maintenance and repair; which will increase the projected surplus that would be brought in to $15,543.00.
Councilmember Rohr, I so move. 2nd by Councilmember Blake. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE	x			

b. Road Works.
Mayor Peterson, I have been asked by Darren Cottam whether we could perhaps start the work in the June time-frame with the actual expense being in the next Fiscal Year.
Town Council discussed it further. No action was taken.

c. Treasurer Appointment Ratification.
Mayor Peterson, what was circulated was the resume for Ralph Reid. Ralph is here with us this evening. Ron Cundick and I were the interview committee and we both felt like Ralph was an extremely qualified individual for this position and beyond with the experience he has had. I was hoping Ralph could give a brief summary of his background.
Ralph Reid indicated he is a Certified Public Accountant and discussed his work experience.

Mayor Peterson asked for a motion to ratify the appointment of Ralph Reid as the Treasurer for the Town of Leeds.
Councilmember Rohr, I so move. 2nd by Councilmember Blake. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE	x			

Ralph Reid was sworn in as Treasurer by Kristi Barker, Clerk/Recorder.

d. Ordinance 2016-03, Compensation of the Treasurer.

Mayor Peterson asked for a motion to approve Ordinance 2016-03.
Councilmember Blake, I so move. 2nd by Councilmember Rohr. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE	x			

e. Discussion and possible action on the $20,000 2016-2017 CLG Grant.
Mayor Peterson, this grant is a 50/50 match. There is a State of Utah contract that you will see there. The department of Heritage and Arts administers this on behalf of the National Park Services. The reason we are looking for approval here is that we have to front 100% of the cost and then they will reimburse us for 50% of the cost, up to the maximum of $10,000. Then we as the Town are obligated to maintain the improvements for 5 years.

Mayor Peterson asked for a motion to approve the 2016-2017 CLG Grant that we have been awarded.
Councilmember Rohr, I so move. 2nd by Councilmember Blake. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK				x
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: ELLIOTT SHELTMAN	x			
COUNCILMEMBER: NATE BLAKE	x			

9. Discussion Items:
   a. Valley Road and East Cherry Lane gravel on road.
   Item was discussed earlier in the meeting.

   b. Zoning Agreement for the Grapevine Wash properties.
   Mayor Peterson, the documents are being finalized for a Zoning Agreement that would also include a resolution of the outstanding law suit. It is also going to set aside the previous Development Agreement. Copies of that are expected to be available early next week at which time they will be posted on our website and made available to the public.

   Councilmember Rohr left the meeting at 7:55pm.

   c. Open Public Meeting Act Training.
   Mayor Peterson showed a video by David Church on the Open Public Meeting Act to complete this year's training.

10. Citizen Comments: None.

11. Staff Reports:

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Mayor Peterson, short term rentals have been a hot topic. Turns out here in Leeds, we stopped with a Planning Commission decision on it. The State Legislator almost took up the topic; however, the person who was sponsoring the bill agreed to back away and allow the Utah League of Cities and Towns to gather some more information with the understanding that there would not be a new rush to implement short term rental prohibitions. I was in a meeting earlier today where there is a thought that maybe there is a ways to address the short term rental in communities limiting it, more than prohibiting it. There are going to be some draft suggestions as to how that could be done, circulated by some of the other Towns that are looking into this. I will keep people up to date with regard to it.

12. Adjournment:
    Councilmember Blake adjourned the meeting.
    Time: 8:25pm.

APPROVED ON THIS _____DAY OF _____, 2016

_____
Mayor, Wayne Peterson

ATTEST:

_____
Kristi Barker, Clerk/Recorder

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Part II	General Fund Revenues	2013-14	2014-15	2014-15	2015-16
		Prior Year	Current Year	Current Year Approved	Ensuing Year Approved
	Source of Revenue	Actual Rev.	Estimate	Bud. Approp.	Bud. Approp.
	Taxes				
1.1	General Property Taxes - Current		61570	**60000**	61570
1.2	Prior Years' Taxes - Delinquent		1049.55	**3000**	1000
1.3	General Sales and Use Taxes		95948.24	**80000**	88200
1.4	Franchise Taxes		56149.83	**50000**	50000
1.5	Transient Room Tax				
1.6	Fee-in-Lieu of Property Taxes		4199.7	**4500**	4200
1.7	Interest		196	**0**	125
1.8	Penalties		77.77	**400**	50
	Licenses and Permits				
2.1	Business Licenses and Permits		1460	**1800**	1500
2.2	Non-business Licenses and Permits		0	**850**	850
2.3	Cemetery - Burial Permits		0	**0**	0
2.4	Animal Licenses		210	**250**	200
2.5	Building Permits		22205.46	20000	20000
2.6					
	Charges for Services				
3.1	General Government		0	**75**	75
3.2	Public Safety		6181	**6181**	6181
3.3	Streets and Public Improvements				
3.4	Street Sanitation Charges				
3.5	Refuse Collection Charges		50664.14	**50400**	56200
3.6	Parks and Public Property				
3.7	Cemeteries		0	**2000**	2000
3.8	Miscellaneous Services:		31269.56	17625	17537
3.9					
3.1					
	Fines and Forfeitures				
4.1	Fines and Forfeitures		64.82	0	0
4.2	Forfeitures				

4.3 Other: Impact Fees		24025	**15360**	13785
4.4 Other:				
Intergovernmental Revenue				
5.1 Federal Grants				
5.2 State Grants- UDOT		0	**0**	119000
5.3 State Shared Revenue				
5.4 Class "C" Road Fund Allotment		83124.9	**53000**	53000
5.5 Liquor Fund Allotment				
5.6 Grants from Local Units:				
5.7 Donations and Grants				10000
5.8				
Miscellaneous Revenue				
6.1 Interest Earnings				
6.2 Rents and Concessions				
6.3 Sale of Fixed Assets - Compensation for Loss				
6.4 Sale of Materials and Supplies				
6.5 Sales of Bonds				
6.6 Other Financing - Capital Lease Obligations				
6.7 WCSSD Recycle				
6.8				
Contributions and Transfers				
7.1 Transfer From:				
7.2 Transfer From:				
7.3 Transfer From: Capital Improvement Fund				81000
7.4 Loan From:				
7.5 Contribution from Private Sources				
7.6 Beg. Class "C" Road Fund Bal. to be Appropr.		34432.64	**159024**	125000
7.7				
7.8				
7.9				
7.1 Beg. General Fund Balance to be Appropriated				15543
TOTAL REVENUES	**0**	472828.61	**524465**	727016
Expenditure				
General Government				

1.1 Administration	100220.14	**123549.04**	144503.39
1.2 Auditor	3360.59	**3500**	4500
1.3 Other Professional Services	25588.2	**58650**	48650
1.4 Elections	216.59	1048.65	1048.65
1.5 Other Liability Bonds and Ins.	12189.8	**12000**	12000
1.6			
1.7			
1.8			
Public Safety			
2.1 Police Department	6181	**6181**	6181
2.2 Fire Department			
2.3 Animal Control and Regulation			
2.4			
2.5			
2.6			
Public Health			
3.1 Health Services			
3.2 Sanitation	43686.26	**43000**	49600
3.3			
3.4			
Highway and Public Improvements			
4.1 Construction	88584.73	**212413.04**	178530.95
4.2 Repair and Maintenance	2500	**4500**	6000
4.3 Wages			
4.4 Main Street Project	375.25	**0**	200000
4.5			
Parks, Rec., and Public Property			
5.1 Park and Park Areas	38875.50	**49224.10**	45381.40
5.2 Recreation and Culture	16919.85	**9655**	29605
5.3 Libraries			
5.4 Cemeteries	953.70	**744.16**	1015.61
5.5 Historical			
5.6 Wages			
5.7 Class C Roads			

	Community and Economic Devel.				
6.1	Community Planning				
6.2	Community Development				
6.3	Economic Development and Assistance				
6.4					
6.5					
6.6					
	Debt Service				
7.1	Principal and Interest				
7.2					
	Transfers and Other Uses				
8.1	Transfer To:				
8.2	Transfer To:				
8.3	Other:				
8.4					
	Miscellaneous				
9.1	Judgments and Losses				
9.2	FEMA Reimbursement of Flood Costs				
9.3	Other Flood Costs				
9.4					
9.5					
9.6					
9.7	Budgeted Increase in Fund Balance				
	TOTAL EXPENDITURES	**0**	339651.62	**524465**	727016

Town of Leeds, Utah
Working Budget Format
F.Y.E. 6.30.14-15

Source of Revenue	Current Year Estimate 4-30.2016 Actual YTD	EST YTD	Estimated 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Hinton and Burdick payroll	$0.00		$0.00		$0.00		$0.00
Capital Accounts			$0.00		$0.00		$0.00
New Fire Station	$0.00		$0.00		$0.00		$0.00
Wastewater	$0.00		$0.00		$0.00		$0.00
Capital Accounts - Other	$0.00		$0.00		$0.00		$0.00
Total Capital Accounts	$0.00	$0.00	$0.00		$0.00		$0.00
CHARGES FOR SERVICES			$0.00		$0.00		$0.00
Cemetery			$0.00		$0.00		$0.00
Burial Fees	$0.00	$0.00	$0.00	$2,000.00	-$2,000.00	$2,000.00	$0.00
Lot Sales			$0.00		$0.00		$0.00
Cemetery - Other	$0.00		$0.00		$0.00		$0.00
Total Cemetery	$0.00	$0.00	$0.00	$2,000.00	-$2,000.00	$2,000.00	$0.00
Charges for Copies and Fax	$0.00		$0.00	$25.00	-$25.00	$25.00	$0.00
General Government	$0.00		$0.00		$0.00		$0.00
GRAMA Request	$0.00		$0.00	$50.00	-$50.00	$50.00	$0.00
Sanitation	$50,322.55		$50,322.55	$50,000.00	$322.55	$56,000.00	$6,000.00
CHARGES FOR SERVICES - Other	$0.00		$0.00		$0.00		$0.00
Total CHARGES FOR SERVICES	**$50,322.55**	**$0.00**	$50,322.55	**$52,075.00**	-$1,752.45	**$58,075.00**	$6,000.00
CONTRIBUTIONS & TRANSFERS			$0.00		$0.00		$0.00
WCSW Recycling	$0.00		$0.00		$0.00		$0.00
WCSSD RECYCLE	$341.59		$341.59	$400.00	-$58.41	$200.00	-$200.00
Princess fund raiser			$0.00		$0.00		$0.00
Contributions	$0.00		$0.00		$0.00		$0.00
Debt Service			$0.00		$0.00		$0.00
3312F · Fire District	$0.00		$0.00		$0.00		$0.00
Debt Service - Other	$0.00		$0.00		$0.00		$0.00
Total Debt Service	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
Donations/Grants			$0.00		$0.00		$0.00

Town of Leeds, Utah
Working Budget Format
F.Y.E. 6.30.14-15

Source of Revenue	Current Year Estimate 4-30.2016 Actual YTD	EST YTD	Estimated 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Beautification Project	$0.00		$0.00		$0.00		$0.00
ccc camp	$0.00	$0.00	$0.00		$0.00		$0.00
Cemetery Donations	$0.00		$0.00		$0.00		$0.00
Donations			$0.00		$0.00		$0.00
Float for fair	$0.00		$0.00		$0.00		$0.00
Donations - Other	$573.87		$573.87		$573.87		$0.00
Total Donations	**$573.87**	**$0.00**	$573.87		$573.87		$0.00
Historical	$28,897.52		$28,897.52		$28,897.52	$10,000.00	$10,000.00
Park Donations	$0.00		$0.00		$0.00		$0.00
Police Dept Donations	$0.00		$0.00		$0.00		$0.00
Donations/Grants - Other	$0.00		$0.00		$0.00		$0.00
Total Donations/Grants	**$29,471.39**	**$0.00**	$29,471.39	**$0.00**	$29,471.39	**$10,000.00**	$10,000.00
General Fund			$0.00		$0.00		$0.00
Dividend Check ULGT	$0.00		$0.00		$0.00		$0.00
General Fund - Other	$0.00		$0.00		$0.00		$0.00
Total General Fund	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
Reconciliation Adjustment	$0.00		$0.00		$0.00		$0.00
Transfer from Beginning Fund Balance	$0.00	$0.00	$0.00		$0.00	$15,543.00	$15,543.00
3880 · Class "C" Road Funds	$0.00	$34,432.64	$34,432.64	$159,024.00	-$124,591.36	$125,000.00	-$34,024.00
CONTRIBUTIONS & TRANSFERS - Other	$0.00		$0.00		$0.00	$81,000.00	$81,000.00
Total CONTRIBUTIONS & TRANSFERS	**$29,812.98**	**$34,432.64**	$64,245.62	**$159,424.00**	-$95,178.38	**$231,743.00**	$72,319.00
IMPACT FEES INCOME			$0.00		$0.00		$0.00
Impact Fee Public Safety Income	$1,050.00		$1,050.00	$1,575.00	-$525.00	$0.00	-$1,575.00
Impact Fee Roads Income	$16,475.00		$16,475.00	$9,885.00	$6,590.00	$9,885.00	$0.00
Impact Fees Park Income	$6,500.00		$6,500.00	$3,900.00	$2,600.00	$3,900.00	$0.00
Interest public Safety fees	$0.00		$0.00		$0.00		$0.00
IMPACT FEES INCOME - Other	$0.00		$0.00		$0.00		$0.00
Total IMPACT FEES INCOME	**$24,025.00**	**$0.00**	$24,025.00	**$15,360.00**	$8,665.00	**$13,785.00**	-$1,575.00

Town of Leeds, Utah
Working Budget Format
F.Y.E. 6.30.14-15

Source of Revenue	Current Year Estimate 4-30.2016 Actual YTD	EST YTD	Estimated 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
INTERGOVERNM'L REVENUE			$0.00		$0.00		$0.00
Class C Road Funds	$46,653.51	$7,000.00	$53,653.51	$53,000.00	$653.51	$53,000.00	$0.00
Court Fines			$0.00		$0.00		$0.00
Traffic School	$0.00		$0.00		$0.00		$0.00
Court Fines - Other	$64.82		$64.82		$64.82		$0.00
Total Court Fines	**$64.82**	**$0.00**	$64.82		$64.82		$0.00
Federal Grants			$0.00		$0.00		$0.00
Police Dept. Grants			$0.00		$0.00		$0.00
Cops Grant	$0.00		$0.00		$0.00		$0.00
Cops More Grant	$0.00		$0.00		$0.00		$0.00
LLEBG	$0.00		$0.00		$0.00		$0.00
Police Dept. Grants - Other	$0.00		$0.00		$0.00		$0.00
Total Police Dept. Grants	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
Federal Grants - Other	$0.00		$0.00		$0.00		$0.00
Total Federal Grants	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
Leeds Area SSD 911 Fees	$0.00		$0.00		$0.00		$0.00
Leeds Area SSD payment			$0.00		$0.00		$0.00
CCJJ Police Grant	$0.00		$0.00		$0.00		$0.00
Leeds Area SSD payment - Other		$6,181.00	$6,181.00	$6,181.00	$0.00	$6,181.00	$0.00
Total Leeds Area SSD payment	**$0.00**	**$6,181.00**	$6,181.00	**$6,181.00**	$0.00	**$6,181.00**	$0.00
Liquor Fund Allotment	$0.00		$0.00		$0.00		$0.00
State Grant-UDOT	$0.00		$0.00		$0.00	$119,000.00	$119,000.00
State Shared Revenue	$0.00		$0.00		$0.00		$0.00
INTERGOVERNM'L REVENUE - Other	$0.00		$0.00		$0.00		$0.00
Total INTERGOVERNM'L REVENUE	**$46,718.33**	**$13,181.00**	$59,899.33	**$59,181.00**	$718.33	**$178,181.00**	$119,000.00
LICENSES & PERMITS			$0.00		$0.00		$0.00
Animal Licenses	$210.00	$0.00	$210.00	$250.00	-$40.00	$200.00	-$50.00
Annexation Fees	$0.00		$0.00		$0.00		$0.00

Town of Leeds, Utah
Working Budget Format
F.Y.E. 6.30.14-15

Source of Revenue	Current Year Estimate 4-30.2016 Actual YTD	EST YTD	Estimated 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Building Inspection Fees	$0.00		$0.00		$0.00		$0.00
Building Permits	$20,205.46	$2,000.00	$22,205.46	$20,000.00	$2,205.46	$20,000.00	$0.00
Business Licenses	$1,460.00	$0.00	$1,460.00	$1,800.00	-$340.00	$1,500.00	-$300.00
Conditional Use Permits	$0.00		$0.00	$100.00	-$100.00	$100.00	$0.00
Developments Fees			$0.00	$1,000.00	-$1,000.00	$1,000.00	$0.00
Application Anendment	$0.00		$0.00		$0.00		$0.00
Liquor License Bonds	$0.00		$0.00		$0.00		$0.00
Misc. Licenses, Permits & Fees			$0.00		$0.00		$0.00
Encroachment Permits	$500.00		$500.00	$375.00	$125.00	$375.00	$0.00
General Plan Amendment Appl.	$0.00		$0.00		$0.00		$0.00
Liquor	$200.00		$200.00	$200.00	$0.00	$200.00	$0.00
Misc. Licenses, Permits & Fees - Other	$554.43		$554.43		$554.43		$0.00
Total Misc. Licenses, Permits & Fees	**$1,254.43**	**$0.00**	$1,254.43	**$575.00**	$679.43	**$575.00**	$0.00
Professional Services			$0.00		$0.00		$0.00
Engineering Fees	$255.00		$255.00	$5,000.00	-$4,745.00	$5,000.00	$0.00
Legal Fees			$0.00	$5,000.00	-$5,000.00	$5,000.00	$0.00
Professional Services - Other	$0.00		$0.00	$2,500.00	-$2,500.00	$2,500.00	$0.00
Total Professional Services	**$255.00**	**$0.00**	$255.00	**$12,500.00**	-$12,245.00	**$12,500.00**	$0.00
Qwest Claim	$0.00		$0.00		$0.00		$0.00
Subdivision Applications	$0.00		$0.00		$0.00		$0.00
Zone Change Applications	$17,475.00		$17,475.00		$17,475.00		$0.00
LICENSES & PERMITS - Other	$0.00		$0.00		$0.00		$0.00
Total LICENSES & PERMITS	**$40,859.89**	**$2,000.00**	$42,859.89	**$36,225.00**	$6,634.89	**$35,875.00**	-$350.00
MISC. REVENUE			$0.00		$0.00		$0.00
Cemetary	$0.00		$0.00		$0.00		$0.00
Historical Society	$0.00		$0.00		$0.00		$0.00
Interest Earnings on accounts	$0.00	$0.00	$0.00	$1,200.00	-$1,200.00		-$1,200.00
Interest Earnings 1117 PTIF Gen	$1,190.50	$525.00	$1,715.50		$1,715.50	$1,600.00	$1,600.00

Town of Leeds, Utah
Working Budget Format
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Source of Revenue	Current Year Estimate 4-30.2016 Actual YTD	EST YTD	Estimated 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Interest Earnings Donations	$0.00		$0.00		$0.00		$0.00
Interest Earnings Historical	$4.61	$1.50	$6.11		$6.11	$6.00	$6.00
Interest for Roads B & C	$0.00		$0.00		$0.00		$0.00
Interest for Sidewalks & Gutter	$0.00		$0.00		$0.00		$0.00
Interest Earnings on accounts - Other	$639.74	-$633.56	$6.18		$6.18	$6.00	$6.00
Total Interest Earnings on accounts	**$1,834.85**	**-$107.06**	$1,727.79	**$1,200.00**	$527.79	**$1,612.00**	$412.00
MISC REVENUE uncategorized inco	$0.00		$0.00		$0.00		$0.00
Reimbursements	$7,455.06		$7,455.06		$7,455.06		$0.00
Rents & Concessions			$0.00		$0.00		$0.00
4th July	$800.00		$800.00		$800.00		$0.00
Princess Pageant Fund-Raiser			$0.00	$500.00	-$500.00	$0.00	-$500.00
Rent and Deposit on Pavilion	$400.00	$0.00	$400.00	$350.00	$50.00	$350.00	$0.00
Wild West Days in Leeds	$1,826.98		$1,826.98	$2,200.00	-$373.02	$2,200.00	$0.00
Rents & Concessions - Other	$0.00		$0.00	$50.00	-$50.00	$50.00	$0.00
Total Rents & Concessions	**$3,026.98**	**$0.00**	$3,026.98	**$3,100.00**	-$73.02	**$2,600.00**	-$500.00
Returned Check Fees	$0.00		$0.00		$0.00		$0.00
Uncategorized Income	$75.30		$75.30		$75.30		$0.00
Various Sundry	$0.00		$0.00		$0.00		$0.00
Vehicle Sale	$0.00		$0.00		$0.00		$0.00
MISC. REVENUE - Other	$0.00		$0.00		$0.00		$0.00
Total MISC. REVENUE	**$12,392.19**	**-$107.06**	$12,285.13	**$4,300.00**	$7,985.13	**$4,212.00**	-$88.00
TAXES			$0.00		$0.00		$0.00
Fee-in-Lieu of Property Taxes	$3,499.70	$700.00	$4,199.70	$4,500.00	-$300.30	$4,200.00	-$300.00
Franchise Taxes			$0.00		$0.00		$0.00
Municipal Energy Tax	$35,006.47	$5,000.00	$40,006.47	$33,000.00	$7,006.47	$35,000.00	$2,000.00
Municipal Telecom License Tax	$7,582.74	$1,400.00	$8,982.74	$17,000.00	-$8,017.26	$8,000.00	-$9,000.00
Franchise Taxes - Other	$7,160.62		$7,160.62		$7,160.62	$7,000.00	$7,000.00
Total Franchise Taxes	**$49,749.83**	**$6,400.00**	$56,149.83	**$50,000.00**	$6,149.83	**$50,000.00**	$0.00

Town of Leeds, Utah
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Source of Revenue	Current Year Estimate 4-30.2016 Actual YTD	EST YTD	Estimated 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Gen. Property Taxes - Current	$61,570.00	$0.00	$61,570.00	$60,000.00	$1,570.00	$61,570.00	$1,570.00
Gen. Sales & Use Taxes	$74,484.75	$13,000.00	$87,484.75	$70,000.00	$17,484.75	$80,000.00	$10,000.00
Interest on taxes	$196.00		$196.00		$196.00	$125.00	$125.00
Penalties	$77.77		$77.77	$400.00	-$322.23	$50.00	-$350.00
Prior Years' Taxes - Delinquent	$1,049.55	$0.00	$1,049.55	$3,000.00	-$1,950.45	$1,000.00	-$2,000.00
RAP Taxes	$7,863.49	$600.00	$8,463.49	$10,000.00	-$1,536.51	$8,200.00	-$1,800.00
Total TAXES	**$198,491.09**	**$20,700.00**	$219,191.09	**$197,900.00**	$21,291.09	**$205,145.00**	$7,245.00
Total Income	**$402,622.03**	**$70,206.58**	$472,828.61	**$524,465.00**	-$51,636.39	**$727,016.00**	$202,551.00

Source of Expense	Current Year Estimate 4-30.2016 YTD	EST YTD	Estimated Actual 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Leeds area SSD impact fees	$0.00		$0.00		$0.00		$0.00
Construction/impactFees			$0.00		$0.00		$0.00
Impact Parks Spent	$2,650.00	$0.00	$2,650.00		$2,650.00		$0.00
Impact Public Safety Spent	$0.00		$0.00		$0.00		$0.00
Construction/impactFees - Other			$0.00		$0.00		$0.00
Total Construction/impactFees	**$2,650.00**	**$0.00**	$2,650.00		$2,650.00		$0.00
401K	$0.00		$0.00		$0.00		$0.00
Building Expenses - Handicap Ra	$0.00		$0.00		$0.00		$0.00
Capital Outlay Sewer Project	$0.00		$0.00		$0.00		$0.00
Capital Projects			$0.00		$0.00		$0.00
New Fire Station	$0.00		$0.00		$0.00		$0.00
Town Square	$0.00		$0.00		$0.00		$0.00
Wastewater	$0.00		$0.00		$0.00		$0.00
Capital Projects - Other	$0.00		$0.00		$0.00		$0.00
Total Capital Projects	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
COMMUNITY & ECONOMIC DEVELOP.			$0.00		$0.00		$0.00
CDBG Grant (Engineering Fees)	$0.00		$0.00		$0.00		$0.00
COMMUNITY & ECONOMIC DEVELOP. - Other	$0.00		$0.00		$0.00		$0.00
Total COMMUNITY & ECONOMIC DEVELOP.	$0.00		$0.00		$0.00		$0.00
Capital Outlay	$0.00		$0.00		$0.00		$0.00
Budget Increase in Fund Balance			$0.00		$0.00		$0.00
Payroll Fees	$0.00		$0.00		$0.00		$0.00
Budget Increase in Fund Balance - Other	$0.00		$0.00		$0.00		$0.00
Total Budget Increase in Fund Balance	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
General Fund	$0.00		$0.00		$0.00		$0.00
CULTURE & RECREATION			$0.00		$0.00		$0.00
Wild West Days	$2,183.60		$2,183.60		$2,183.60		$0.00
Refund back on Peach Pavillon	$175.00	$100.00	$275.00	$175.00	$100.00	$175.00	$0.00
TreeCityUSA /Arbor Day	$15.00		$15.00	$0.00	$15.00	$0.00	$0.00

Source of Expense	Current Year Estimate 4-30.2016 YTD	EST YTD	Estimated Actual 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Cemetery			$0.00		$0.00		$0.00
Water	$400.00	$80.00	$480.00	$480.00	$0.00	$480.00	$0.00
Landscape/Irrigation			$0.00	$0.00	$0.00	$0.00	$0.00
Lot buy-back			$0.00	$0.00	$0.00	$0.00	$0.00
Open/close grave			$0.00	$2,000.00	-$2,000.00	$2,000.00	$0.00
Cemetery - Other	$82.76		$82.76	$250.00	-$167.24	$250.00	$0.00
Total Cemetery	**$482.76**	**$80.00**	$562.76	**$2,730.00**	-$2,167.24	**$2,730.00**	$0.00
Historical Preservation- Tithing House	$8,498.57		$8,498.57		$8,498.57		$0.00
Historical Preservation			$0.00		$0.00		$0.00
CCC Camp	$0.00	$0.00	$0.00		$0.00	$20,000.00	$20,000.00
Historical Preservation - Other	$2,721.46		$2,721.46		$2,721.46		$0.00
Total Historical Preservation	**$2,721.46**	**$0.00**	$2,721.46		$2,721.46	**$20,000.00**	$20,000.00
Recognition	$0.00		$0.00		$0.00		$0.00
Recreation			$0.00		$0.00		$0.00
Town Celebrations	$0.00		$0.00		$0.00		$0.00
Recreation - Other	$0.00		$0.00		$0.00		$0.00
Total Recreation	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
Culture & Recreation			$0.00		$0.00		$0.00
4th July fireworks	$1,100.00		$1,100.00	$1,100.00	$0.00	$1,100.00	$0.00
4th of July	$0.00		$0.00		$0.00		$0.00
Easter	$129.82	$41.64	$171.46	$350.00	-$178.54	$300.00	-$50.00
General	$0.00		$0.00		$0.00		$0.00
Halloween	$0.00		$0.00		$0.00		$0.00
Princess Pageant	$229.14		$229.14	$1,000.00	-$770.86	$1,000.00	$0.00
Washington Co Fair	$1,162.86		$1,162.86	$1,300.00	-$137.14	$1,300.00	$0.00
Wild West Day In Leeds	$0.00	$0.00	$0.00	$3,000.00	-$3,000.00	$3,000.00	$0.00
Culture & Recreation - Other	$0.00		$0.00		$0.00		$0.00
Total Culture & Recreation	$2,621.82	$41.64	$2,663.46	$6,750.00	-$4,086.54	$6,700.00	-$50.00
Wells Fargo Monument	$0.00		$0.00		$0.00		$0.00

Source of Expense	Current Year Estimate 4-30.2016 YTD	EST YTD	Estimated 6-30-2016	Actual	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
CULTURE & RECREATION - Other	$0.00		$0.00			$0.00		$0.00
Total CULTURE & RECREATION	**$16,698.21**	**$221.64**	$16,919.85		**$9,655.00**	$7,264.85	**$29,605.00**	$19,950.00
Currency fee	$0.00		$0.00			$0.00		$0.00
Dues & Subscriptions	$0.00		$0.00			$0.00		$0.00
Equipment, Supplies	$0.00		$0.00			$0.00		$0.00
Fire Dept	$0.00		$0.00			$0.00		$0.00
Culture and Recreations Total	$0.00		$0.00			$0.00		$0.00
GENERAL GOVERNMENT			$0.00			$0.00		$0.00
Unemployment Insurance	-$209.56	$1,200.00	$990.44		$1,200.00	-$209.56	$1,200.00	$0.00
Water	$0.00		$0.00			$0.00		$0.00
Administration			$0.00			$0.00		$0.00
Phone	$2,490.17	$500.00	$2,990.17		$2,200.00	$790.17	$3,000.00	$800.00
Water*	$400.00	$80.00	$480.00		$500.00	-$20.00	$480.00	-$20.00
Gas	$405.81	$20.00	$425.81		$800.00	-$374.19	$600.00	-$200.00
Power	$1,875.56	$300.00	$2,175.56		$2,200.00	-$24.44	$2,200.00	$0.00
Banking Fees	$12.60		$12.60			$12.60		$0.00
Bldg Permit Surcharge Fees	$0.00		$0.00			$0.00		$0.00
Building Maintenance	$1,879.37	$1,000.00	$2,879.37		$5,500.00	-$2,620.63	$21,000.00	$15,500.00
Dues & Subscriptions	$562.01	$1,100.00	$1,662.01		$2,000.00	-$337.99	$2,000.00	$0.00
Meals	$0.00		$0.00			$0.00		$0.00
Office Supplies			$0.00			$0.00		$0.00
Copier Lease	$1,752.39	$600.00	$2,352.39		$2,400.00	-$47.61	$2,400.00	$0.00
Postage/Shipping	$882.00		$882.00		$700.00	$182.00	$800.00	$100.00
Office Supplies - Other	$1,864.77	$1,000.00	$2,864.77		$5,000.00	-$2,135.23	$5,000.00	$0.00
Total Office Supplies	**$4,499.16**	**$1,600.00**	$6,099.16		**$8,100.00**	-$2,000.84	**$8,200.00**	$100.00
pettycash	$0.00		$0.00			$0.00		$0.00
Public & Legal Notices	$520.50	$300.00	$820.50		$2,000.00	-$1,179.50	$2,000.00	$0.00
Service Fee	$0.00		$0.00			$0.00		$0.00
Training	$1,631.42		$1,631.42		$2,500.00	-$868.58	$2,500.00	$0.00

Source of Expense	Current Year Estimate 4-30.2016 YTD	EST YTD	Estimated Actual 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Travel	$0.00		$0.00		$0.00		$0.00
4142 · Admin Wages			$0.00		$0.00		$0.00
Admin Wages	$42,000.07	$9,000.00	$51,000.07	$62,530.00	-$11,529.93	$60,000.00	-$2,530.00
Employee Benefits	$0.00		$0.00		$0.00		$0.00
Payroll Expense	$0.00		$0.00		$0.00		$0.00
Payroll Processing	$1,157.68	$400.00	$1,557.68	$1,400.00	$157.68	$1,600.00	$200.00
Payroll taxes	$6,048.62	$1,500.00	$7,548.62	$6,160.00	$1,388.62	$8,000.00	$1,840.00
4142 · Admin Wages - Other	$0.00		$0.00		$0.00		$0.00
Total 4142 · Admin Wages	**$49,206.37**	**$10,900.00**	$60,106.37	**$70,090.00**	-$9,983.63	**$69,600.00**	-$490.00
Administration - Other	-$19.14		-$19.14		-$19.14		$0.00
Total Administration	**$63,463.83**	**$15,800.00**	$79,263.83	**$95,890.00**	-$16,626.17	**$111,580.00**	$15,690.00
Audit	$2,560.59	$800.00	$3,360.59	$3,500.00	-$139.41	$4,500.00	$1,000.00
Early Appeal	$0.00		$0.00		$0.00		$0.00
Elections	$150.00		$150.00		$150.00		$0.00
General Consultation	$0.00		$0.00		$0.00		$0.00
Legal	$3,270.70	$5,000.00	$8,270.70	$23,000.00	-$14,729.30	$15,000.00	-$8,000.00
Legal Notices	$0.00		$0.00		$0.00		$0.00
Legislative			$0.00		$0.00		$0.00
Codification	$0.00		$0.00	$10,000.00	-$10,000.00	$10,000.00	$0.00
Dues and Subscriptions	$1,817.00	$250.00	$2,067.00	$3,750.00	-$1,683.00	$3,750.00	$0.00
Legislative - Other	$0.00		$0.00		$0.00		$0.00
Total Legislative	**$1,817.00**	**$250.00**	$2,067.00	**$13,750.00**	-$11,683.00	**$13,750.00**	$0.00
Legislative Wages	$0.00		$0.00		$0.00		$0.00
Liability Insurance & Bonds			$0.00		$0.00		$0.00
LASSD BOND	$6,181.00		$6,181.00	$6,181.00	$0.00	$6,181.00	$0.00
Liability Insurance & Bonds - Other	$12,189.80	$0.00	$12,189.80	$12,000.00	$189.80	$12,000.00	$0.00
Total Liability Insurance & Bonds	**$18,370.80**	**$0.00**	$18,370.80	**$18,181.00**	$189.80	**$18,181.00**	$0.00
Materials	$0.00		$0.00		$0.00		$0.00
Planning & Zoning	$0.00		$0.00		$0.00		$0.00

Source of Expense	Current Year Estimate 4-30.2016 YTD	EST YTD	Estimated Actual 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Prisbrey Dispute	$0.00		$0.00		$0.00		$0.00
Professional Services			$0.00		$0.00		$0.00
Accounting	$90.00	$0.00	$90.00	$900.00	-$810.00	$900.00	$0.00
Silver Eagale	$0.00		$0.00		$0.00		$0.00
Grapevine Wash Development	$0.00		$0.00		$0.00		$0.00
Silver Point Estates	$729.75		$729.75		$729.75		$0.00
Building Inspections	$6,110.00	$1,500.00	$7,610.00	$7,000.00	$610.00	$7,000.00	$0.00
Computer Technology	$27.00	$100.00	$127.00	$2,000.00	-$1,873.00	$2,000.00	$0.00
Engineering	$567.75	$2,000.00	$2,567.75	$15,000.00	-$12,432.25	$10,000.00	-$5,000.00
Information Technology	$293.00	$100.00	$393.00	$4,000.00	-$3,607.00	$4,000.00	$0.00
Professional Services	$0.00		$0.00		$0.00		$0.00
Independent Contractor	$0.00		$0.00		$0.00		$0.00
Planner	$1,930.00	$1,400.00	$3,330.00	$5,000.00	-$1,670.00	$8,000.00	$3,000.00
Public & Legal Notices	$530.00		$530.00		$530.00		$0.00
Professional Services - Other	$0.00		$0.00		$0.00		$0.00
Total Professional Services	**$2,460.00**	**$1,400.00**	$3,860.00	**$5,000.00**	-$1,140.00	**$8,000.00**	$3,000.00
Professional Services - Other	$0.00		$0.00		$0.00		$0.00
Total Professional Services	**$10,277.50**	**$5,100.00**	$15,377.50	**$33,900.00**	-$18,522.50	**$31,900.00**	-$2,000.00
Travel & Training	$85.00		$85.00	$500.00	-$415.00	$500.00	$0.00
GENERAL GOVERNMENT - Other	$0.00		$0.00		$0.00		$0.00
Total GENERAL GOVERNMENT	**$99,785.86**	**$28,150.00**	$127,935.86	**$189,921.00**	-$61,985.14	**$196,611.00**	$6,690.00
Travel to Town Meetings	$0.00		$0.00		$0.00		$0.00
HIGHWAYS & STREETS			$0.00		$0.00		$0.00
Class B & C Road Funds	$88,086.15		$88,086.15	$212,024.00	-$123,937.85	$178,000.00	-$34,024.00
CONSTRUCTION	$0.00	$2,500.00	$2,500.00	$4,500.00	-$2,000.00	$6,000.00	$1,500.00
Equipment	$0.00		$0.00		$0.00		$0.00
Fuel for Truck	$709.68	$175.00	$884.68	$1,300.00	-$415.32	$1,300.00	$0.00
Main Street Project	$375.25		$375.25		$375.25	$200,000.00	$200,000.00
Project Engineering	$0.00		$0.00		$0.00		$0.00

Source of Expense	Current Year Estimate 4-30.2016 YTD	EST YTD	Estimated Actual 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Repair & Maintenance	$4,682.68	$1,500.00	$6,182.68	$2,500.00	$3,682.68	$5,500.00	$3,000.00
Utilities Street Lights	$3,997.47	$800.00	$4,797.47	$5,000.00	-$202.53	$5,000.00	$0.00
4401 · Highway & Street Wages	$9,129.50	$1,200.00	$10,329.50	$8,060.00	$2,269.50	$11,000.00	$2,940.00
HIGHWAYS & STREETS - Other	$0.00		$0.00		$0.00		$0.00
Total HIGHWAYS & STREETS	**$106,980.73**	**$6,175.00**	$113,155.73	**$233,384.00**	-$120,228.27	**$406,800.00**	$173,416.00
Parks	$0.00		$0.00		$0.00		$0.00
Parks/Public Works			$0.00		$0.00		$0.00
Building repairs/maintenance	$949.79	$200.00	$1,149.79	$1,000.00	$149.79	$1,000.00	$0.00
Park Equipment	$124.21	$600.00	$724.21	$2,100.00	-$1,375.79	$1,500.00	-$600.00
Park improvements	$2,165.01	$2,000.00	$4,165.01	$15,315.00	-$11,149.99	$10,000.00	-$5,315.00
Park Maintenance	$2,231.26	$200.00	$2,431.26	$3,000.00	-$568.74	$3,000.00	$0.00
Shop Repairs/Maintenence	$222.88	$100.00	$322.88	$750.00	$500.00	$750.00	$0.00
Silver Reef Highlands Park		$0.00	$0.00	$500.00	-$500.00	$500.00	$0.00
Truck Fuel & Maintenance	$21.27		$21.27		$21.27		$0.00
TreeCityUSA	$37.08	$1,612.92	$1,650.00	$1,660.00	-$10.00	$1,650.00	-$10.00
4591 · Cemetary wages	$0.00		$0.00		$0.00		$0.00
4601 · Public Works Wages	$19,359.50	$5,000.00	$24,359.50	$24,180.00	$179.50	$26,000.00	$1,820.00
Parks/Public Works: Water & Utilities	$400.00	$80.00	$480.00		$480.00		$0.00
Total Parks/Public Works	**$25,511.00**	**$9,792.92**	$35,303.92	**$48,505.00**	-$13,201.08	**$44,400.00**	-$4,105.00
Payroll Expenses	$0.00		$0.00		$0.00		$0.00
PUBLIC SAFETY			$0.00		$0.00		$0.00
Leeds Area SSD Bond	$0.00		$0.00		$0.00		$0.00
Miscellaneous	$0.00		$0.00		$0.00		$0.00
Police Department			$0.00		$0.00		$0.00
Dispatch Fees	$0.00		$0.00		$0.00		$0.00
Equipm't & Supplies			$0.00		$0.00		$0.00
Collester Equipment Donation	$0.00		$0.00		$0.00		$0.00
Equipm't & Supplies - Other	$0.00		$0.00		$0.00		$0.00
Total Equipm't & Supplies	**$0.00**	**$0.00**	$0.00		$0.00		$0.00

Source of Expense	Current Year Estimate 4-30.2016 YTD	EST YTD	Estimated 6-30-2016	Actual	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
Leeds Area 911 Dispatch Fees	$0.00		$0.00			$0.00		$0.00
LLEBG Grant Expenditures	$0.00		$0.00			$0.00		$0.00
Travel & Training	$0.00		$0.00			$0.00		$0.00
Utilities & DSL Internet	$0.00		$0.00			$0.00		$0.00
Vehicle			$0.00			$0.00		$0.00
Equipment			$0.00			$0.00		$0.00
Spillman Yearly Maintenance fe	$0.00		$0.00			$0.00		$0.00
Equipment - Other	$0.00		$0.00			$0.00		$0.00
Total Equipment	**$0.00**	**$0.00**	$0.00			$0.00		$0.00
Fuel			$0.00			$0.00		$0.00
Excise Tax Credit	$0.00		$0.00			$0.00		$0.00
Fuel - Other	$0.00		$0.00			$0.00		$0.00
Total Fuel	**$0.00**	**$0.00**	$0.00			$0.00		$0.00
Maintenance	$0.00		$0.00			$0.00		$0.00
New Police Vehicle	$0.00		$0.00			$0.00		$0.00
Vehicle - Other	$0.00		$0.00			$0.00		$0.00
Total Vehicle	**$0.00**	**$0.00**	$0.00			$0.00		$0.00
4201 · Police Wages			$0.00			$0.00		$0.00
Payroll Tax Expense	$0.00		$0.00			$0.00		$0.00
Police Wages	$0.00		$0.00			$0.00		$0.00
4201 · Police Wages - Other	$0.00		$0.00			$0.00		$0.00
Total 4201 · Police Wages	**$0.00**	**$0.00**	$0.00			$0.00		$0.00
Police Department - Other	$0.00		$0.00			$0.00		$0.00
Total Police Department	**$0.00**	**$0.00**	$0.00			$0.00		$0.00
Public Safety Bldg. Remodel			$0.00			$0.00		$0.00
Police station	$0.00		$0.00			$0.00		$0.00
Town Hall	$0.00		$0.00			$0.00		$0.00
Public Safety Bldg. Remodel - Other	$0.00		$0.00			$0.00		$0.00
Total Public Safety Bldg. Remodel	**$0.00**	**$0.00**	$0.00			$0.00		$0.00

Source of Expense	Current Year Estimate 4-30.2016 YTD	EST YTD	Estimated Actual 6-30-2016	2015-2016 Current Year Approved Budget	Comparison to Estimated Over (Under)	2016-2017 Tentative Budget	Comparison to 2015-2016 Budget Over (Under)
PUBLIC SAFETY - Other	$0.00		$0.00		$0.00		$0.00
Total PUBLIC SAFETY	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
SANITATION	$35,686.26	$8,000.00	$43,686.26	$43,000.00	$686.26	$49,600.00	$6,600.00
Sewer Design	$0.00		$0.00		$0.00		$0.00
4000 · Reconciliation Discrepancies	$0.00		$0.00		$0.00		$0.00
6560 · zz	$0.00		$0.00		$0.00		$0.00
6999 · Uncategorized Expenses	$0.00		$0.00		$0.00		$0.00
Total Expense	**$287,312.06**	**$52,339.56**	$339,651.62	**$524,465.00**	-$184,813.38	**$727,016.00**	$202,551.00
Net Ordinary Income	**$115,309.97**	**$17,867.02**	$133,176.99	**$0.00**	$133,176.99	**$0.00**	$0.00
Other Income/Expense			$0.00		$0.00		$0.00
Other Income			$0.00		$0.00		$0.00
Hington and Burdick payroll	$0.00		$0.00		$0.00		$0.00
Total Other Income	$0.00		$0.00		$0.00		$0.00
Net Other Income	**$0.00**	**$0.00**	$0.00		$0.00		$0.00
Net Income	$115,309.97	$17,867.02	$133,176.99	$0.00	$133,176.99	$0.00	$0.00

TOWN OF LEEDS
ORDINANCE 2016-04
ZONING AGREEMENT FOR THE GRAPEVINE WASH PROPERTIES

AN ORDINANCE OF THE TOWN COUNCIL OF LEEDS, UTAH, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED ZONING AGREEMENT WITH THE PROPERTY OWNERS OF "GRAPEVINE WASH"

WHEREAS, the Town previously approved agreements with various property owners for a development known as Grapevine Wash; and

WHEREAS, such agreements included zoning of the affected property; and

WHEREAS, certain disputes have arisen between the owners of the Grapevine Wash properties and the Town regarding the initial agreements between the Town and the Grapevine Wash properties which resulted in a suit being filed by the property owners against the Town; and

WHEREAS, the owners of the property comprising the Grapevine Wash development have requested that the property be rezoned; and

WHEREAS, the Town, in accordance with applicable state laws and Town ordinances, have considered the request to rezone the property and have found that it is in the Town's best interest to rezone the property as requested by the affected property owners; and

WHEREAS, as part of the rezoning of the property, it is necessary to do away with the agreements attendant to the initial approvals of the Grapevine Wash development; and

WHEREAS, the Town wishes to satisfactorily resolve all disputes with the owners of the property comprising Grapevine Wash which led to the filing of legal action against the Town; and

WHEREAS, to resolve such disputes and rezone the property, it is expedient to enter into a Zoning Agreement between the Town and the owners of the Grapevine Wash properties; and

WHEREAS, the Town Council finds it in the best interests of the Town to enter into said Zoning Agreement;

THEREFORE, BE IT RESOLVED by the Town Council of Leeds, Utah, that the Mayor is hereby authorized to execute the attached Zoning Agreement once properly signed by each of the "Grapevine Wash" property owners.

ORDINANCE 2016-04 was adopted on May 25, 2016 and became effective on 25 day of May, 2016.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	_____	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	_____	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	_____	_____	_____	_____
COUNCILMEMBER: ELLIOTT SHELTMAN	_____	_____	_____	_____
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	_____

Signed: _____

Wayne Peterson
Mayor

Attest: _____

Kristi Barker
Clerk/Recorder

DRAFT

WHEN RECORDED RETURN TO:

Town of Leeds
Attn: Town Clerk/Recorder
218 North Main Street
Leeds, UT 84746

ZONING AGREEMENT
FOR THE GRAPEVINE WASH PROPERTIES

THIS ZONING AGREEMENT ("Zoning Agreement") is entered into this _____ day of May, 2016 (the "Effective Date"), by and among Capital Funding Limited Company, LLC (as successor in interest to the Vijaya L. Sharma Family Trust), MISI Investments LLC, MSH Investments, LLC, Tuscan Lenders Group, L.L.C. and The Simkins 1975 Trust (individually each shall be "Land Owner" and collectively "Property Owners") and the TOWN OF LEEDS, a municipality and political subdivision of the State of Utah (the "Town"). Land Owner, Property Owners and the Town are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Property Owners are the owners of approximately 369.26 acres of real property located in the Town as more fully described in Exhibit A which is attached hereto and incorporated by this reference (the "Grapevine Wash Properties"). The Property Owners and the Town entered into that certain Annexation and Development agreement dated October 28, 2009 (the "Annexation and Development Agreement").

B. Certain disputes have arisen between the Parties with respect to the interpretation of the Annexation and Development Agreement which led to the filing of that certain Amended Petition for Review and Complaint in the Fifth Judicial District Court in and for Washington County, State of Utah, Civil No. 140500462 (the "Litigation").

C. Property Owners have made application to the Town to rezone their respective properties as depicted on the property ownership and proposed zoning map attached hereto as Exhibit B and incorporated herein by this reference (the "Zoning Map").

D. It is the intent of this Zoning Agreement to provide for the future development of the Grapevine Wash Properties in accordance with the Zoning Map and in compliance with the current provisions of the Town's Code, Land Use Ordinance, Standard Specifications for Design and Construction, and other applicable land use regulations as of the Effective Date (collectively "Land Use Regulations"), to terminate the Annexation and Development Agreement, and provide for dismissal of the Litigation.

E. The Town, acting pursuant to its authority under Section 10-9a-101, *et seq.* has made certain determinations with respect to the Grapevine Wash Properties, and in the exercise

of its legislative discretion, has elected to approve this Zoning Agreement after all necessary public hearings and procedures have been conducted.

AGREEMENT

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, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Zoning Agreement.

2. **Condition Precedent.**

Approval of Zoning by Town Council. As a condition precedent to the obligations of the Parties hereunder, this Zoning Agreement is contingent upon and shall only become effective at such time, and in the event that, the Leeds Town Council ("Council"), in the independent exercise of its legislative discretion, elects to approve the proposed rezoning of the Grapevine Wash Properties to the designations as depicted on the Zoning Map attached as Exhibit B. This Zoning Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the Leeds Town Council in deciding whether to approve or deny the application for the rezoning of the Grapevine Wash Properties. If this condition precedent is not satisfied, this entire Zoning Agreement has no force or effect.

3. **Zoning Map.** The Zoning Map attached as Exhibit B depicts the zoning of the various parcels of property owned by the Property Owners that collectively constitute the Grapevine Wash Properties. Property Owners shall have the right to develop their respective properties in accordance with the zoning designations depicted on the Zoning Map subject to compliance with the relevant provisions of the Town's Land Use Regulations.

4. **Termination of Annexation and Development Agreement.** The Parties agree that upon execution of this Zoning Agreement the Annexation and Development Agreement shall be automatically terminated in all respects including, but not limited to, all rights granted or vested thereunder, and any approvals related thereto, and a notice of termination of the Annexation and Development Agreement in substantially the form attached as Exhibit C shall be recorded in the Office of the Washington County Recorder against the Grapevine Wash Properties. The annexation of the Grapevine Wash Properties shall remain effective but all other provisions of the Annexation and Development Agreement shall be of no further force or effect.

5. **Local District**. Pursuant to the Annexation and Development Agreement, the Grapevine Wash Basic Local District ("GWBLD") was created by Resolution 2011-01 dated March 23, 2011. Although the Annexation and Development Agreement will be terminated as provided in Section 4 above, the Parties recognize that it will be necessary to coordinate the financing, installation and ownership of public improvements that will have to be constructed in order to develop the Grapevine Wash Properties. When GWBLD wishes to finance a particular public improvement, it shall provide written notice to the Town of what public improvements it plans to finance, the timing and method. All public improvements funded and installed by GWBLD shall

be constructed according to the applicable standards adopted by the entity that will ultimately own and maintain the public improvements once they have been completed. After the completion and acceptance by the applicable governmental or utility entity, when dedicated or otherwise transferred, the public improvements shall be free and clear of any debt incurred to finance the cost of construction. The Town will accept such public improvements that are to be owned and maintained by the Town after they are constructed, inspected and accepted according to the Town's standards as set forth in the Land Use Regulations.

6. **Provision of Municipal Services.** The Parties understand and acknowledge that the Town will only be the service provider of residential waste collection and disposal service and curbside residential recycling collection service. The Property Owners or their successors and assigns shall be responsible for obtaining and paying any costs necessary for additional access to the Grapevine Wash Properties and the approval for and costs of constructing any off-site or on-site public or private infrastructure and improvements from third party service providers that are necessary to service any portion of the Grapevine Wash Properties. The Town shall reasonably cooperate, in good faith and not unreasonably withhold, condition or delay its consent, as necessary, in seeking approval and permits from third parties, including, without limitation, service providers, utilities, governmental authorities and federal agencies.

7. **Dismissal of Litigation.** Property Owners and the Town hereby agree that upon execution of this Zoning Agreement, a Stipulation and Motion for Order of Dismissal shall be executed by their respective counsel and filed in the Fifth Judicial District Court dismissing the Litigation with prejudice and upon the merits with all parties to bear their own respective costs and attorney's fees.

8. **Mutual General Releases.** As part of this Zoning Agreement, Property Owners and the Town, for and on behalf of themselves and their respective owners, members, managers, officers, employees, agents, indemnitors, insurers, successors and assigns, hereby release and forever discharge each other together with their respective owners, members, managers, officers, employees, agents, indemnitors, insurers, successors and assigns from any and all claims, counterclaims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees arising out of or in any way related to the Litigation and the Annexation and Development Agreement.

9. **Vested Rights.**

9.1. **Vested Rights.** Property Owners shall have the vested right to have preliminary and final subdivision plats approved and develop their respective properties in accordance with and subject to compliance with the zoning designations for the Land Owners respective properties shown on the Zoning Map and the terms and conditions of the Town's Land Use Regulations in effect on the Effective Date of this Zoning Agreement. Each Land Owner shall have the right to make application and develop its property, independent of the other Land Owners. Each Land Owner independently has the responsibility to comply with this Zoning Agreement on its property and noncompliance by one Land Owner does not limit another Land Owner from developing its property.

9.2. Reserved Legislative Powers. The Parties acknowledge that the Town 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 Town those police powers that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Property Owners under the terms of this Zoning 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. Any such proposed legislative changes affecting the vested rights of the Property Owners under this Zoning Agreement shall be of general application to all development activity in the Town; and, unless the Town declares an emergency, Property Owners shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Grapevine Wash Properties under the compelling, countervailing public interest exception to the vested rights doctrine.

10. Term of Agreement. The term of this Zoning Agreement (the "Term") shall be for a period of fifteen (15) years from the Effective Date with two (2) renewals of five (5) additional years each so long as there are no defaults that remain uncured as of the extension date, unless it is terminated earlier or its Term is modified by written amendment to this Zoning Agreement, but the terms of this Zoning Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Grapevine Wash Properties notwithstanding the termination of this Zoning Agreement.

11. Successors and Assigns.

11.1. Binding Effect. This Zoning Agreement shall be binding upon all successors and assigns of Property Owners and any Land Owner in the ownership or development of any portion of the Grapevine Wash Properties.

11.2. Assignment. Neither this Zoning Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Zoning Agreement. Any such assignment shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Zoning Agreement which shall be filed with the Town.

12. Default.

12.1. Notice. If a Land Owner or the Town fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein. If the Town believes that the default has been committed by a Land Owner, then the Town shall also provide a courtesy copy of the notice to the other Land Owners.

12.2. Contents of the Notice of Default. The Notice of Default shall:

12.2.1. Claim of Default. Specify the claimed event of default;

12.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

12.2.3. Specify Materiality. Identify why the default is claimed to be material; and

12.2.4. Optional Proposed Cure. If the Town chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

12.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

12.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

12.4.1. Legal Remedies. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages.

12.4.2. Enforcement of Security. The right to draw on any security posted or provided by the defaulting Land Owner in connection with the development of the Land Owner's property and relating to remedying of the particular default.

12.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Grapevine Wash Properties on those properties owned by the defaulting Party.

12.5. Public Meeting. Before any remedy in Section 12.4 may be imposed by the Town, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default.

12.6. Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the Town and that any delays in imposing such a default would also impair a compelling, countervailing interest of the Town then the Town may impose the remedies of Section 12.4 without meeting the requirements of Section 12.5. The Town shall give Notice to Property Owners and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

12.7. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

12.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

12.9. **Force Majeure**. All time period imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the Town or other governmental authorities in any respect that materially affects the development of the Grapevine Wash Properties; or (b) by events reasonably beyond the control of Property Owners including, without limitation, inclement weather, war, strikes, unavailability of materials or services at commercially reasonable prices, and acts of God, but which does not include financial condition of the Property Owners or their successors.

13. **Notices**. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

To :

Capital Funding Limited Company, LLC
Attn: Shree Sharma
4535 Westview Drive
Salt Lake City, Utah 84124

MISI Investments LLC/ The Simpkins 1975 Trust
Attn: Dick Miller
2150 South 1300 East, Suite 150
Salt Lake City, UT 84106

MSH Investments, LLC
Attn: Jon Michael Richter
20 Mary Watersford Rd.
Bala Cynwyd, PA 19004

Tuscan Lenders Group, L.L.C.
Attn: Tracy Belliston
692 North 350 East
Lindon, UT 84042

With a copy to:

Town of Leeds
Attn: Clerk/Recorder

Town of Leeds
218 North Main Street
Leeds, Utah 84746

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

GENERAL TERMS AND CONDITIONS

1. **Agreement to Run with the Land.** This Zoning Agreement shall be recorded in the Office of the Washington County Recorder against the Grapevine Wash Properties and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Grapevine Wash Properties.

2. **Entire Agreement.** This Zoning Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

3. **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.

4. **Non-Liability of Town Officials or Employees.** No officer, representative, agent, or employee of the Town shall be personally liable to Property Owners, or any successor-in-interest or assignee of Property Owners, in the event of any default or breach by the Town or for any amount which may become due to Property Owners, or its successors or assignees, for any obligation arising out of the terms of this Zoning Agreement.

5. **No Third-Party Rights.** The obligations of the Parties set forth in this Zoning Agreement shall not create any rights in or obligations to any person, parties or entities other than to the Town and the Property Owners. The Town and Property Owners alone shall be entitled to enforce or waive any provisions of this Zoning Agreement to the extent that such provisions are for their benefit.

6. **Severability**. Should any portion of this Zoning Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Zoning Agreement had been executed with the invalid portions eliminated.

7. **Waiver**. No waiver of any of the provisions of this Zoning Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

8. **Survival**. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Zoning Agreement and shall continue in full force and effect throughout the term of this Zoning Agreement.

9. **Public Information**. The Parties understand and agree that all documents related to this Zoning Agreement will be public documents, as provided in UTAH CODE ANN. §§ 63G-2-101, *et seq.*

10. **Governing Law.** This Zoning Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

11. **Counterparts.** This Zoning Agreement may be executed in multiple counter-parts which shall constitute one and the same document.

12. **Amendment**. This Zoning Agreement may be amended by mutual agreement in writing between the Town, on the one hand, and the Property Owners or any Land Owner, on the other hand; provided that any such amendment shall have effect only on the parties to any such written amendment.

13. **Authority to sign.** MISI Investments LLC, MSH Investments, LLC, Tuscan Lenders Group. L.L.C. and Capital Funding Limited Company LLC are all limited liability companies, duly organized, validly existing and in good standing under the laws of the state of their formation and duly authorized to and qualified to do all of the things required of them under the terms of this Zoning Agreement. The Simkins 1975 Trust is a duly organized, validly existing trust in good standing under the laws of the state of its formation and duly authorized to and qualified to do all of the things required of it under the terms of this Zoning Agreement. The persons signing this Zoning Agreement on behalf of these entities have all of the requisite power and authority to execute this Zoning Agreement on behalf of their respective entities. The Town is a municipality and political subdivision of the State of Utah and has taken all of the steps necessary to authorize the execution of this Zoning Agreement on its behalf.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the Town of Leeds, acting by and through the Town of Leeds, Washington County, State of Utah, pursuant to Ordinance No. _____, authorizing such execution, and by a duly authorized representative of Property Owners as of the above-stated date.

TOWN OF LEEDS, a Utah municipality and political subdivision of the State of Utah.

By: _____

Wayne Peterson, Mayor

ATTEST:

_____

, Town Clerk/Recorder

APPROVED AS TO FORM

_____

Gary Kuhlmann, Town Attorney

MISI INVESTMENTS LLC

By: _____
Richard H. Miller, its Manager

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of May, 2016, personally appeared before me Richard H. Miller, who being duly sworn, did say that he is the Manager of MISI Investments LLC, and that the foregoing instrument was signed in behalf of said corporation and said Richard H. Miller duly acknowledged to me that he executed the same for the purposes therein stated.

_____
NOTARY PUBLIC

MSH INVESTMENTS, LLC

By: _____
Jon Michael Richter, its Manager

STATE OF PENNSYLVANIA)
:ss.
COUNTY OF MONTGOMERY)

On the _____ day of May, 2016, personally appeared before me Jon Michael Richter, who being duly sworn, did say that he is the Manager of MSH Investments LLC, and that the foregoing instrument was signed in behalf of said corporation and said Jon Michael Richter duly acknowledged to me that he executed the same for the purposes therein stated.

_____
NOTARY PUBLIC

TUSCAN LENDERS GROUP, L.L.C.

By: _____
Robert Anderson, its Manager

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the _____ day of May, 2016, personally appeared before me Robert Anderson, who being duly sworn, did say that he is the Manager of Tuscan Lenders Group, L.L.C., and that the foregoing instrument was signed in behalf of said corporation and said Robert Anderson duly acknowledged to me that he executed the same for the purposes therein stated.

_____
NOTARY PUBLIC

CAPITAL FUNDING LIMITED COMPANY, LLC

By: _____
Shree N. Sharma, its Manager

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of May, 2016, personally appeared before me Shree N. Sharma, who being duly sworn, did say that he is the Manager of Capital Funding Limited Company, LLC, and that the foregoing instrument was signed in behalf of said corporation and said Shree N. Sharma duly acknowledged to me that he executed the same for the purposes therein stated.

_____
NOTARY PUBLIC

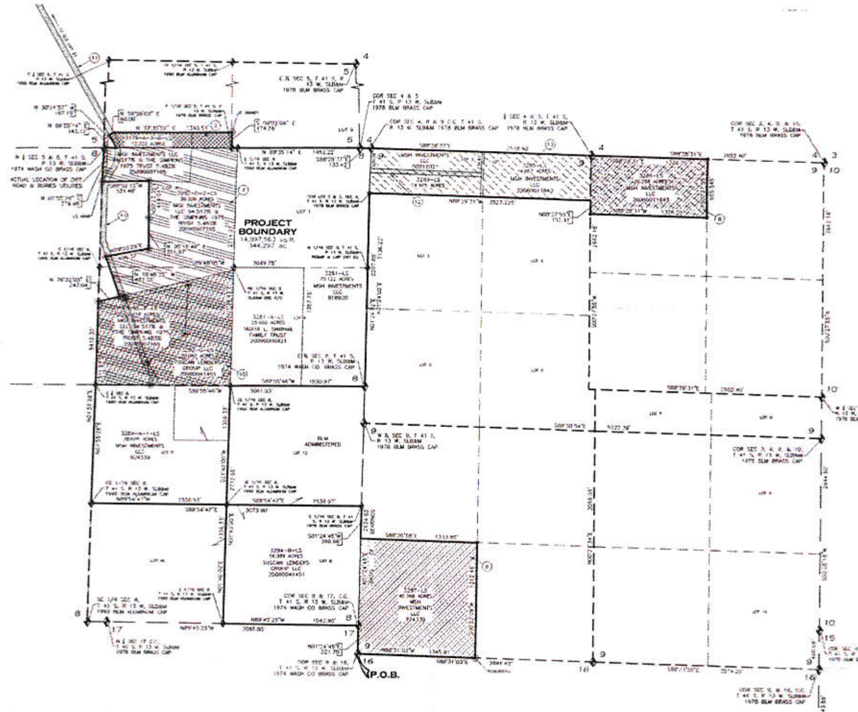
THE SIMKINS 1975 TRUST

By: _____
Kenneth Simkins, Trustee

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of May, 2016, personally appeared before me Kenneth Simkins, who being duly sworn, did say that he is the Trustee of The Simkins 1975 Trust, and that the foregoing instrument was signed in behalf of said trust and said Kenneth Simkins duly acknowledged to me that he executed the same for the purposes therein stated.

_____
NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

I, BARRY E. THOMPSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND HOLD CERTIFICATE OF REGISTRATION (LICENSE) NO. 4504865. I FURTHER CERTIFY THAT AT THE REQUEST OF THE "GRAPEVINE WASH OWNERS' GROUP," I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT IT CORRECTLY REPRESENTS THE CONDITIONS EXISTING ON THE GROUND.

BARRY E. THOMPSON, P.L.S.
CERTIFICATE NO. 4504865

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN, FROM THE SOUTHWEST CORNER, A 1974 WASHINGTON COUNTY BRASS CAP, TO THE WEST QUARTER CORNER, A 1978 BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP. THE BEARING IS NORTH 01°24'45" EAST AND MEASURES 2634.63 FEET CORNER TO CORNER.

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE WEST SECTION LINE NORTH 01°24'45" EAST 321.70 FEET TO THE SOUTHEAST CORNER OF SECTION 8 OF SAID TOWNSHIP AND RANGE; THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 8 NORTH 89°45'25" WEST 1542.90 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 8; THENCE ALONG THE EAST SIXTEENTH LINE OF SAID SECTION 8 NORTH 01°40'00" EAST 1256.33 FEET TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 8; THENCE ALONG THE SOUTH SIXTEENTH LINE OF SAID SECTION 8 NORTH 89°54'47" WEST 1536.93 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 8; THENCE ALONG THE CENTER SECTION LINE NORTH 01°55'28" EAST 2311.57 FEET; THENCE LEAVING SAID CENTER SECTION LINE NORTH 70°32'03" EAST 247.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 60.00 FOOT WIDE ACCESS AND UTILITY EASEMENT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 18°46'35" WEST 462.33 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 79°26'29" EAST 494.31 FEET; THENCE NORTH 00°15'49" EAST 351.97 FEET; THENCE NORTH 00°23'30" EAST 419.04 FEET; THENCE SOUTH 88°00'13" WEST 531.49 FEET TO A POINT ON SAID CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE NORTH 01°55'28" EAST 379.46 FEET TO THE QUARTER CORNER COMMON TO SAID SECTION 8 AND SECTION 5 OF SAID TOWNSHIP AND RANGE; THENCE ALONG THE SECTION LINE COMMON TO SAID SECTIONS 5 AND 8 NORTH 89°35'14" EAST 143.12 FEET; THENCE LEAVING SAID COMMON SECTION LINE NORTH 30°01'57" WEST 167.19 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 59°58'03" EAST 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID EASEMENT; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE NORTH 89°35'52" EAST 1340.51 FEET TO A POINT ON THE WESTERLY LINE OF SECTIONAL LOT 8 OF SAID SECTION 5; THENCE ALONG SAID WESTERLY LINE SOUTH 00°02'56" EAST 174.76 FEET TO THE SOUTHWEST CORNER OF SAID SECTIONAL LOT 8, SAID POINT BEING ON THE NORTH LINE OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE IN THE FOLLOWING TWO (2) COURSES: NORTH 89°35'14" EAST 1460.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 89°28'37" EAST 133.42 FEET TO THE SECTION CORNER COMMON TO SAID SECTIONS 8 AND 9; THENCE ALONG THE NORTH LINE OF SAID SECTION 9 IN THE FOLLOWING TWO (2) COURSES: SOUTH 89°29'37" EAST 2518.90 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE SOUTH 88°28'31" EAST 1326.20 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 9; THENCE ALONG THE EAST SIXTEENTH LINE OF SAID SECTION 9 SOUTH 00°27'55" WEST 665.545 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 88°28'31" WEST 1326.20 FEET TO A POINT ON THE CENTER SECTION LINE OF SAID SECTION 9, SAID POINT BEING THE SOUTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG SAID CENTER SECTION LINE NORTH 00°27'55" EAST 155.41 FEET TO THE SOUTHEAST CORNER OF SECTIONAL LOT 1 OF SAID SECTION 9; THENCE ALONG THE SOUTH LINE OF SAID SECTIONAL LOT 1 AND SECTIONAL LOT 2 NORTH 88°29'31" WEST 2527.225 FEET TO A POINT ON THE SECTION LINE COMMON TO SAID SECTIONS 8 AND 9; THENCE ALONG SAID COMMON SECTION LINE SOUTH 01°24'02" WEST 2207.88 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE ALONG THE CENTER SECTION LINE OF SAID SECTION 8 SOUTH 89°55'46" WEST 1530.97 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 8; THENCE SOUTH 01°40'00" WEST 1356.33 FEET TO SAID SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 8; THENCE ALONG SAID SOUTH SIXTEENTH LINE OF SAID SECTION 8 SOUTH 89°54'47" EAST 1536.97 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 8; THENCE ALONG SAID SECTION LINE COMMON TO SECTIONS 8 AND 9 SOUTH 01°24'45" WEST 369.66 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTH SIXTEENTH LINE OF SAID SECTION 9 SOUTH 88°30'59" EAST 1333.80 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 9; THENCE ALONG THE WEST SIXTEENTH LINE OF SAID SECTION 9 SOUTH 00°53'09" WEST 1312.46 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTH LINE OF SAID SECTION 9 NORTH 88°31'03" WEST 1345.91 FEET TO SAID SOUTHWEST SECTION CORNER AND THE POINT OF BEGINNING. CONTAINS 369.298 ACRES.

SPECIAL EXCEPTION NOTES

1. THE FOLLOWING NOTES ARE EXPLANATIONS OF ENCUMBRANCES AS IDENTIFIED WITHIN A TITLE REPORT WITH COMMITMENT NUMBER 28001-2 PREPARED BY UNITED TITLE SERVICES OF SOUTHERN UTAH DATED MARCH 30, 2011, SCHEDULE B - SECTION 2 - PART TWO
2. ITEM 13 - MOUNTAIN STATES TELEPHONE & TELEGRAPH CO. EASEMENT (COVERS SUBJECT PROPERTY WHERE IDENTIFIED AND ADDITIONAL PROPERTY), WHEREIN STATES "NINETEEN POLES, CABLES, WIRES AND FIXTURES UPON, OVER AND ACROSS" OF WHICH NO EVIDENCE HAS BEEN FOUND WITHIN THE SUBJECT PROPERTY AND EXISTING TELEPHONE IS UNDERGROUND AND IS BURIED ON THE WEST SIDE OF THE EXISTING DIRT ROAD.
3. ITEM 14 - DOES NOT AFFECT SUBJECT PROPERTY
4. ITEM 15 - DOES NOT AFFECT SUBJECT PROPERTY
5. ITEM 16 - MOUNTAIN STATES TELEPHONE & TELEGRAPH CO. EASEMENT (IDENTIFIES BY RECORDED SKETCH ONLY, THE LOCATION OF A BURIED TELEPHONE LINE. THE SKETCH IS INACCURATE OR OBSOLETE SHOWING THE BURIED LINE ON THE EAST SIDE OF THE EXISTING DIRT ROAD WHERE OBSERVATIONS ON SITE HAVE REVEALED THAT THE BURIED LINE IS ON THE WEST SIDE OF THE EXISTING DIRT ROAD FROM THE POLE TO THE SECTION CORNER AND WEST OF THE CATTLE GUARD AS WELL.
6. ITEM 17 - DOES NOT AFFECT SUBJECT PROPERTY
7. ITEM 18 - US PATENT WITH RESERVATIONS (AFFECTING SUBJECT PROPERTY WHERE IDENTIFIED AND ADDITIONAL PROPERTY) EXCEPTING AND RESERVING TO THE UNITED STATES:
   1. RIGHT-OF-WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES
   2. I-15 - DOES NOT AFFECT SUBJECT PROPERTY
   3. EASEMENT - (RELINQUISHED BY THE BLM WITHIN DOCUMENT RECORDED AS ENTRY NO. 912874 ON NOVEMBER 24, 2004)

   SUBJECT TO:
   1. UTAH POWER AND LIGHT EASEMENT (LOT 11, SECTION 8 OF SUBJECT PROPERTY)
   2. ACCESS AND AIRSTRIP - DOES NOT AFFECT SUBJECT PROPERTY
   3. UTAH POWER AND LIGHT EASEMENT
   4. MOUNTAIN FUEL GAS PIPELINE - DOES NOT AFFECT SUBJECT PROPERTY
   5. RIGHT-OF-WAY ACCESS ROAD (LOT 11, SECTION 5 OF SUBJECT PROPERTY)
   6. RIGHT-OF-WAY ACCESS ROAD - DOES NOT AFFECT SUBJECT PROPERTY
   7. GRAZING RIGHTS - EXPIRED JANUARY 20, 1999

SPECIAL EXCEPTION NOTES (CONT.)

8. ITEM 19 - US PATENT WITH RESERVATIONS (AFFECTING SUBJECT PROPERTY WHERE IDENTIFIED AND ADDITIONAL PROPERTY) EXCEPTING AND RESERVING TO THE UNITED STATES:
   1. RIGHT-OF-WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES
   2. PUBLIC HIGHWAY - DOES NOT AFFECT SUBJECT PROPERTY

   SUBJECT TO:
   1. RIGHT-OF-WAY FOR IRRIGATION CANAL - NONE EXISTING WITHIN SUBJECT PROPERTY
   2. PACIFICORP EASEMENT FOR POWER TRANSMISSION LINE - NONE EXISTING WITHIN SUBJECT PROPERTY
   3. MOUNTAIN FUEL GAS PIPELINE - DOES NOT AFFECT SUBJECT PROPERTY
   4. US WEST COMMUNICATIONS TELEPHONE LINE - DOES NOT AFFECT SUBJECT PROPERTY
   5. A.P. SPILSBURY FAMILY ENTERPRISES RIGHT-OF-WAY ACCESS ROAD
   6. GRAZING RIGHTS - EXPIRED FEBRUARY 5, 1999
   7. GRAZING RIGHTS - EXPIRED FEBRUARY 4, 1499
9. ITEM 20 - DOES NOT AFFECT SUBJECT PROPERTY
10. ITEM 21 - COVENANTS, RESTRICTIONS, AND CONDITIONS - RUNS WITH REAL PROPERTY IDENTIFIED - SUMMARY FOLLOWS:
    1. DIRT ROAD WITH RIGHTS TO WIDEN UP TO SPECIFIED 40 FEET AT OWN EXPENSE
    2. ANIMAL AND LIVESTOCK RESTRICTIONS
    3. CAMPING, STORAGE, AND INOPERABLE VEHICLE RESTRICTIONS
    4. SINGLE FAMILY DWELLINGS ONLY (NO DUPLEXES, CONDOMINIUMS, ETC)
    5. ANY HOMES BUILT SHALL HAVE A MINIMUM OF 1200 SQUARE FEET
    6. EXTERIOR SURFACES OF HOMES WILL BE FINISHED WITHIN ONE YEAR
    7. NO STRUCTURE COMMONLY DESCRIBED AS A MOBILE OR MODULAR HOME, SINGLE OR DOUBLE WIDE, OR FACTORY PRE-BUILT HOME SHALL BE PLACED ON THE PROPERTY FOR ANY PURPOSE
    8. NO BUILDING STRUCTURE SHALL BE PLACED WITHIN 30 FEET OF A PROPERTY LINE
    9. PROVISIONS MAY ONLY BE CHANGED BY APPROVAL OF 75% OF THE OWNERSHIP OF LAND BOUND BY THESE CC&R'S
    10. ANY OWNER HAS THE RIGHT TO ENFORCE BY ANY PROCEEDING AT LAW
11. ITEMS 22 THRU 24 & 28 - UTILITIES EASEMENT AND A RIGHT-OF-WAY FOR INGRESS AND EGRESS AS IDENTIFIED (60 FEET WIDE)
12. ITEM 27 - RIGHT-OF-WAY EASEMENT AS IDENTIFIED (50 FEET WIDE)
13. ITEM 33 - EASEMENT FOR UNRESTRICTED INGRESS, EGRESS AND UTILITIES TO LOWER 50 FEET WIDE EITHER FROM 500 NORTH (BABYLON ROAD) OR FROM ANOTHER DEDICATED ROAD MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.

LEGEND

- FOUND SECTION MONUMENTATION AS NOTED
- SET 5/8" x 20" REBAR AND PLASTIC CAP MARKED "SET 4504865"
- FOUND 5/8" REBAR AND CAP (UNLESS OTHERWISE NOTED)
- (19) SPECIAL EXCEPTION NOTE NUMBER IDENTIFYING LOCATION

500 0 500
SCALE IN FEET

REVISIONS

PRATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
91 NORTH 1000 WEST SUITE 3 HURRICANE UTAH 84737
FAX (435)635-8768 TEL (435)635-2339

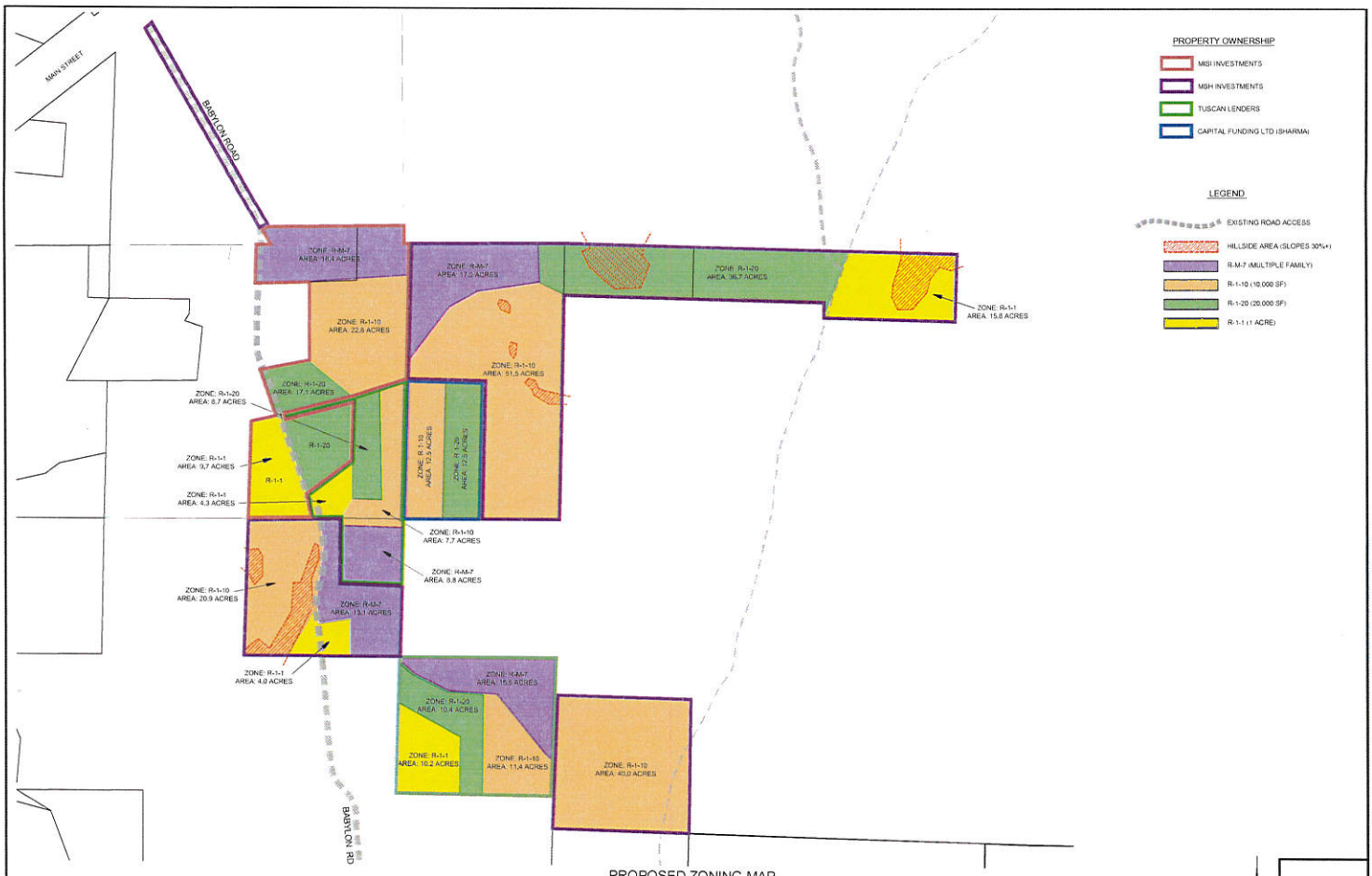
ENCUMBRANCE SURVEY DEVELOPMENT AREA

FOR

THE GRAPEVINE WASH OWNERS' GROUP

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN, TOWN OF LEEDS, WASHINGTON COUNTY, UTAH

FILE NAME:	EASEMENT MAP
DATE:	MAY 27 2011
CHECKED:	BET
SCALE:	1" = 500'
SHEET	1 OF 1



PROPOSED ZONING MAP
FORMALLY KNOWN AS "GRAPEVINE WASH"
LOCATED IN LEEDS, UTAH

EXHIBIT C

After recording return to:
Town of Leeds
Attn: Town Clerk/Recorder
218 North Main Street
Leeds, Utah 84746

NOTICE OF TERMINATION OF ANNEXATION AND DEVELOPMENT AGREEMENT

NOTICE is hereby given that the Grapevine Wash Town of Leeds Annexation and Development Agreement ("Agreement") dated October 28, 2009 and recorded with the Washington County Recorder as Document No. 20090049073 has been terminated. Except for annexation of the Grapevine Wash Properties, all rights granted or vested thereunder, and approvals related thereto have been terminated and are of no further force or effect.

PLEASE GOVERN YOURSELVES AND YOUR AFFAIRS ACCORDINGLY.

Dated this ___ day of May, 2016.

TOWN OF LEEDS, UTAH

By_____
Town Clerk/Recorder

FILING FEE: $1,000.00
NON-REFUNDABLE
Date _____ Received by _____

Town of Leeds.
218 North Main Street, PO Box 460879, Leeds, UT 84746-0879
Phone: 435-879-2447 Fax 435-879-6905
E-mail: clerk@leedstown.org // Website: www.leedstown.org

ZONE CHANGE/AMENDMENT APPLICATION

Project Name Grapevine Wash
Number of Lots Proposed 216 Acreage 77
Project Location Parcel Tax ID #(s) L-3282-G, L-3284-B

Applicant Name TUSCAN LENDERS GROUP L C
Address 892 N 350 E Lindon UT 84042
Phone 801-400-0042 Fax _____ Cell 801-400-0042 e-mail tracybelliston@1791.com

Owner of Property TUSCAN LENDERS GROUP L C
Address 892 N 350 E Lindon UT 84042
Phone 801-400-0042 Fax _____ Cell 801-400-0042 e-mail tracybelliston@1791.com

Contact Person- Tracy Belliston

_____ EXISTING ZONING ZONE CHANGE(S) REQUESTED See Attached ACREAGE

Refer to Town of Leeds Zonings:

		R-1-5	Residential 5 acre		
R-R-5	Rural Residential 5 acre	R-1-2	Residential 2 acre	R-M-7	Multiple Residential
R-R-2	Rural Residential 2 acre	R-1-1	Residential 1 acre	C	Commercial
R-R-1	Rural Residential 1 acre	R-1-20	Residential 1/2 acre	OS	Open Space
R-R-20	Rural Residential 1/2 acre	R-1-10	Residential 1/4 acre	M-H	Mobile Home

Attach complete legal description for the property/area requested, to be changed and provide all of the following information:

1. Two sets of mailing labels for all property owners within a 300-foot radius from the border of the subject property. Maps & Names of Property Owners are available from Washington County Recorder's Office, 87 North 200 East, St. George, Utah 84770, ph. (435) 634-5709.

2. Written justification describing the purpose for the zone change request and proof of concurrence with Town of Leeds General Plan.

3. Required Building Plans as per Land Use and Zoning Ordinance #2008-04, including all tests, exhibits and studies.

4. A copy of the requested legal description in a read-only CD/electronic format and e-mailed to clerk@leedstown.org

5. A copy of the legal description provided in Microsoft Word Format on a read-only CD and e-mailed to clerk@leedstown.org.

6. One 24" x 36" plat site exhibit of the requested zone change and 16 copies 8.5" x 11" or 11"x 17" all matching the legal description.

7. One 24" x 36" site exhibit of the County Ownership Plat(s) identifying the existing parcel(s) included in the legal description.

Town of Leeds

ZONE CHANGE/AMENDMENT APPLICATION

The following fees are due at the time of application. Incomplete applications will be returned. No exceptions.

1. Filing Fee (non-refundable): $1,000.00

2. Addresses labels, envelopes, stamps and other associated mailing expenses are to be provided by Applicant.

Acreage Fees -

a. Less than 1 acre: No Fee
b. One — 100 acres: $50.00 per acre
c. 101 — 500 acres: $25.00 per acre
d. Over 500 acres: $10.00 per acre

Note: For acreage designated as open space, no acreage fee assessed if open space is over 10 acres. Open space includes parks, golf courses, floodplains, hillsides and similar natural areas. This does not include required recreation areas and/or setback areas.

File the completed application at:

Town of Leeds
P.O. Box 461195
Leeds, UT 84746

Signature of Applicant _____ **Date** 1-26-16

Signature or Consent of Owner _____ Date _____

APPLICANT AFFIDAVIT

T. Tracy Brewinson, do hereby say that I am the owner/agent of the subject property of this application. The statements, information, exhibits and any and all plans herein or attached or submitted present the intentions of the applicant and are in al respects true and correct to the best of my knowledge and belief. I do hereby agree to pay all adopted and customary fees of the Town of Leeds relating to this application.

_____ 1-26-16
Owner/Agent Date

Applications must be presented to the Planning Commission and a Public Hearing must be held before submitting to the Town Council. The Planning commission meets at 7:00 p.m. on the first Wednesday of each month.

Application is hereby made for a zone change/amendment to the Leeds Zoning Map

Tuscan Lenders Group, L.L.C. Property:

PARCEL 1:
Lot 8, in Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, according to the official plat thereof, records of Washington County, State of Utah.

ALSO
A portion of Sectional Lot 6, in Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, according to the official plat thereof, records of Washington County, State of Utah, described as follows:
Beginning at the Northeast corner of said sectional Lot 6; and running Southerly along the Easterly Lot Line 626 feet; thence Westerly perpendicular to the Northerly Lot Line of said Lot 6 a distance of 626 feet; thence Northerly perpendicular to the said Easterly Lot Line 626 feet to a point on the North Line of said Lot 6 and being 626 feet West from the Northeast Corner of said Lot 6; thence Easterly along the North Lot Line 626 feet to the said Point of Beginning.
FOR INFORMATIONAL PURPOSES ONLY THE TAX ID NUMBER IS PART OF 3284-A-LS
PARCEL 2:
Beginning at a point North 88°42'53" East, along the Quarter Section Line, 618.49 feet from the Southwest Corner of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 6°55'45" West 263.38 feet; thence North 51°13'40" East 536.26 feet; thence North 2°17'55" East 561.65 feet; thence South 75°18'40" West 724.24 feet; thence North 19°59'33" West 51.26 feet; thence North 75°18'40" East 1273.36 feet to a point on the 1/16 Section Line; thence South 0°26'48" West, along the 1/16 Section Line, 1325.43 feet to the Southeast Corner of said Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); thence South 88°42'53" West, along the Quarter Section Line, 912.30 feet to the point of beginning.

Leeds General Plan

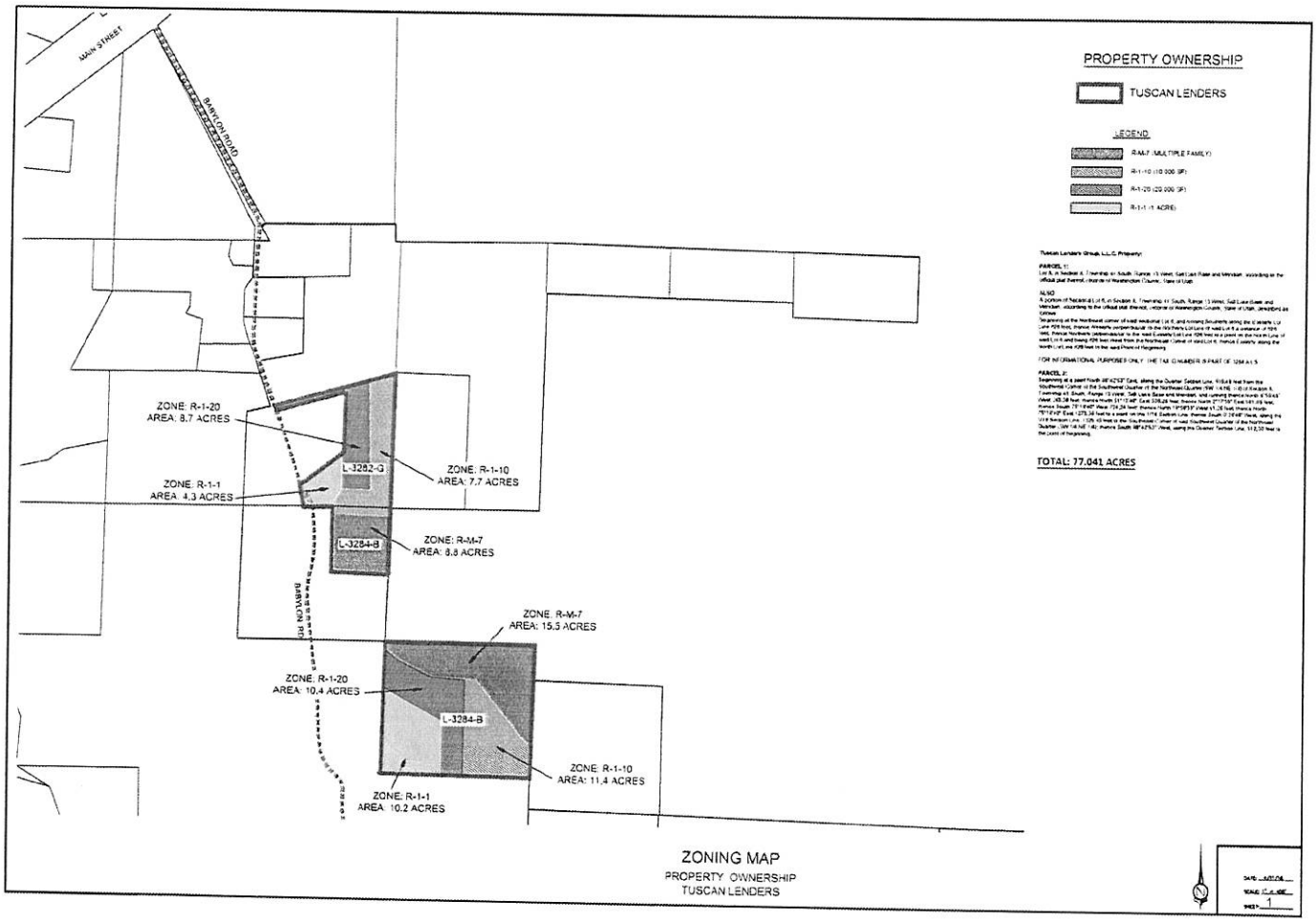
The proposed zoning change reflects a new residential concept for Grapevine Wash. It fits within the Town's existing zonings, as detailed in the attached base map, and aligns with the Town's goal of maintaining diversity in development and housing types. The proposed change requires no change to the Town's General Plan and significantly reduces proposed density—from the 3.8/units per acre previously discussed to 2.8/units per acre.

TOWN of LEEDS

Zone Change/Amendment Application

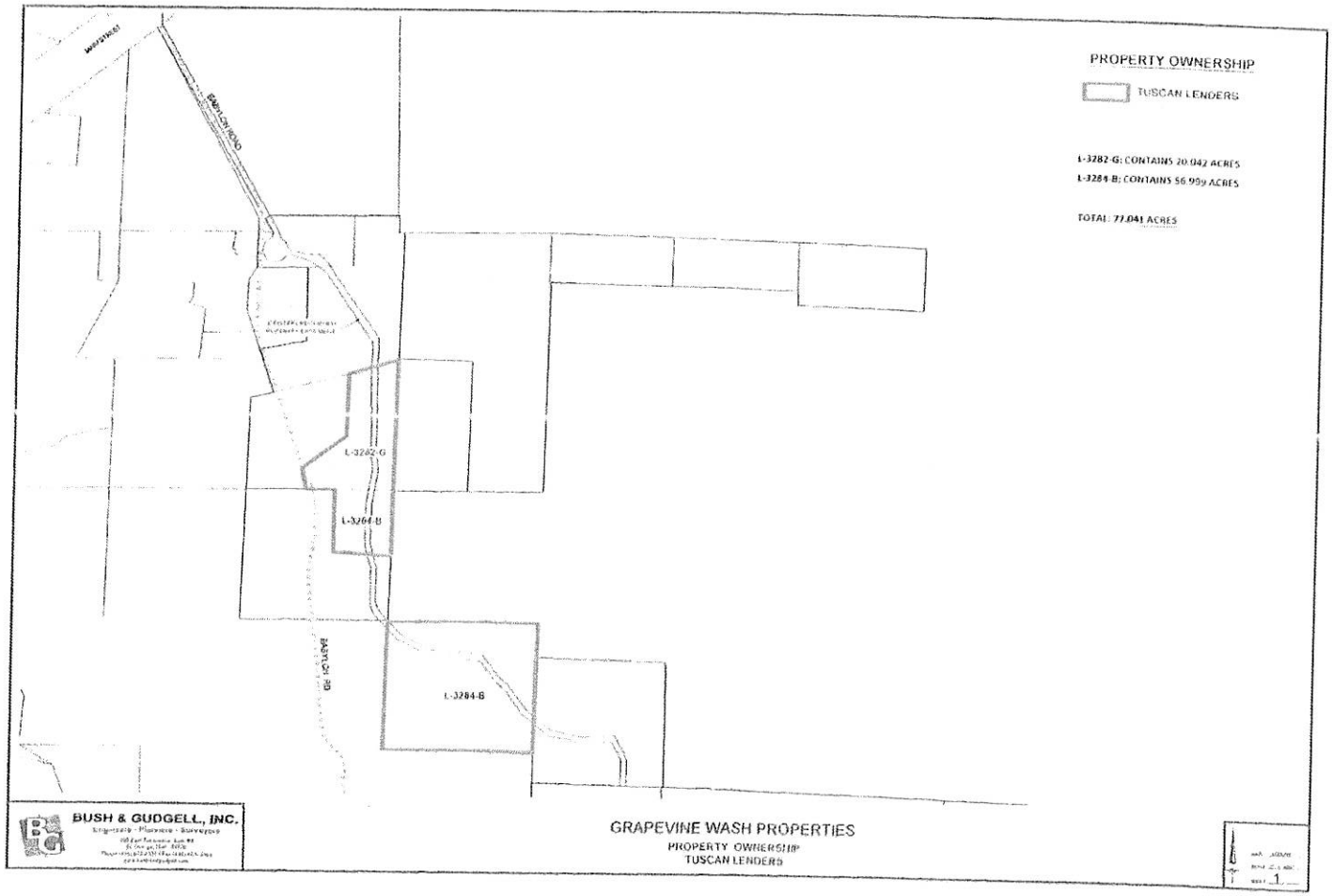
Item 2

The proposed zoning change reflects a new residential concept for Grapevine Wash. It fits within the Town's existing zonings, as detailed in the attached base map, and aligns with the Town's goal of maintaining diversity in development and housing types. The proposed change requires no change to the Town's General Plan and significantly reduces proposed density—from the 3.8/units per acre previously discussed to 2.8/units per acre.

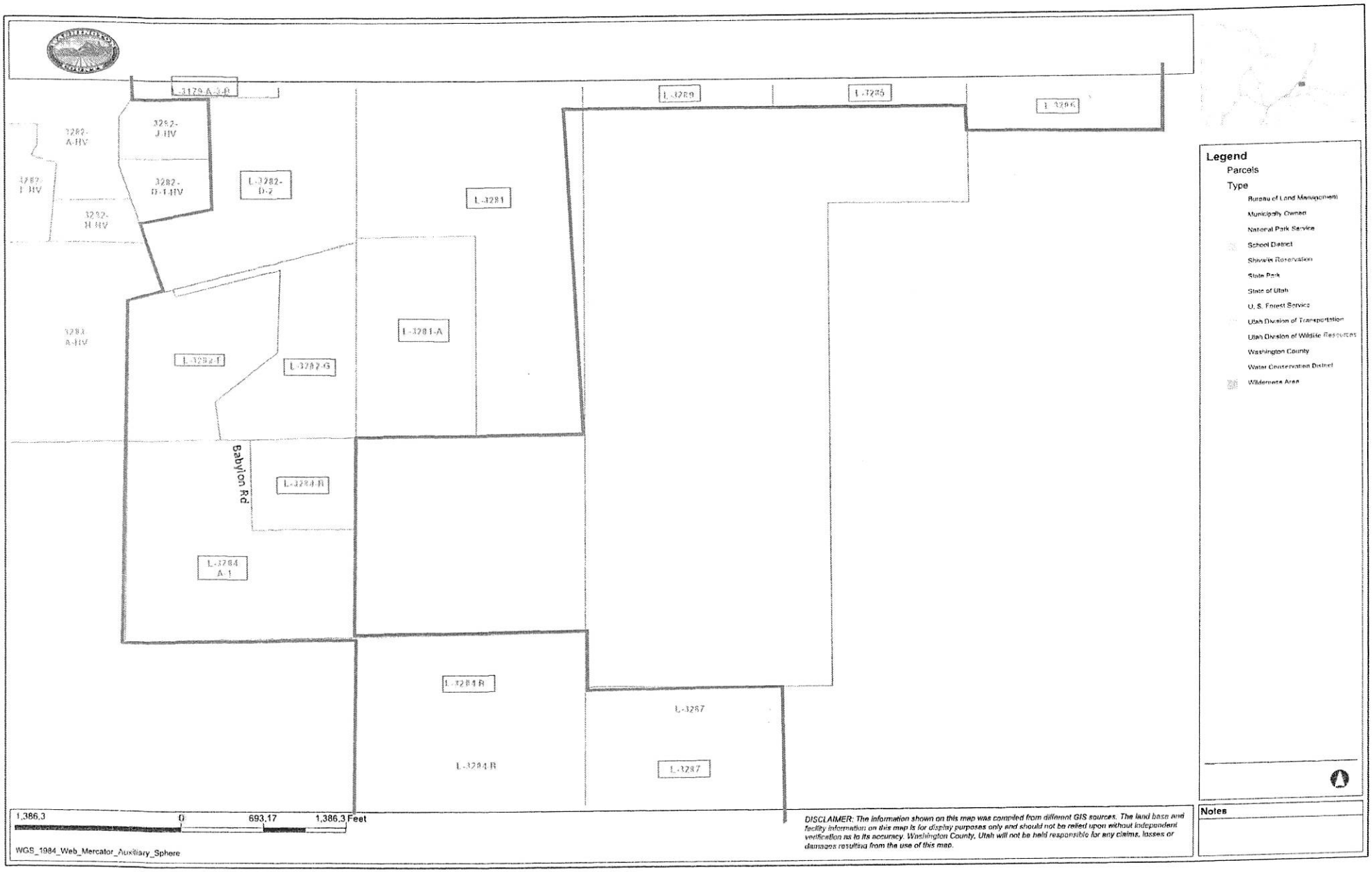


ZONING MAP
PROPERTY OWNERSHIP
TUSCAN LENDERS

PROPOSED ZONING MAP
FORMALLY KNOWN AS "GRAPEVINE WASH"
LOCATED IN LEEDS, UTAH



GRAPEVINE WASH PROPERTIES
PROPERTY OWNERSHIP
TUSCAN LENDERS



L-3179-A-3-R
3282-A-HV
3282-J-HV
3282-F-HV
3282-D-1-HV
3282-H-HV
L-3282-D-2
L-3281
L-3289
L-3285
L-3286
3283-A-HV
L-3282-F
L-3282-G
L-3281-A
Babylon Rd
L-3284-R
L-3284-A-1
L-3284-B
L-3287
L-3284-B
L-3287
Legend
Parcels
Type
Bureau of Land Management
Municipally Owned
National Park Service
School District
Shivwits Reservation
State Park
State of Utah
U. S. Forest Service
Utah Division of Transportation
Utah Division of Wildlife Resources
Washington County
Water Conservation District
Wilderness Area
1,386.3
0
693.17
1,386.3 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.
Notes

FILING FEE: $1,000.00
NON-REFUNDABLE
Date _____ Received by _____

Town of Leeds.
218 North Main Street, TO Box 460879, Leeds, UT 84746-0879
Phone: 435-879-2447 Fax 435-879-6905
E-mail cThrkKeedstolviz.org // Website: www.leedstowm.org

ZONE CHANGE/AMENDMENT APPLICATION

Project Name Grapevine Wash
Number of Lots Proposed 70 Acreage 25
Project Location Parcel Tax ID #(s) L-3281-A

Applicant Name CAPITAL FUNDING LTD CO LLC
Address 4535 Westview Dr. Salt Lake City, UT 84124-4751
Phone 801-230-3633 Fax _____ Cell _____ e-mail capitalfundingusa@comcast.net

Owner of Property Shree Sharma
Address 2150 S 1300 E Ste 150 Salt Lake City, UT 84106
Phone 801-230-3633 Fax _____ Cell _____ e-mail capitalfundingusa@comcast.net

Contact Person- Shree Sharma

_____ EXISTING ZONING ZONE CHANGE(S) REQUESTED See Attached ACREAGE

Refer to Town of Leeds Zonings:

		R-1-5	Residential 5 acre		
R-R-5	Rural Residential 5 acre	R-1-2	Residential 2 acre	R-M-7	Multiple Residential
R-R-2	Rural Residential 2 acre	R-1-1	Residential 1 acre	C	Commercial
R-R-1	Rural Residential 1 acre	R-1-20	Residential 1/2 acre	OS	Open Space
R-R-20	Rural Residential 1/2 acre	R-1-10.	Residential 1/4 acre	M-H	Mobile Home

Attach complete legal description for the property/area requested. to be changed and provide all of the following information:

1. Two sets of mailing labels for all property owners within a 300-foot radius from the border of the subject property. Maps & Names of Property Owners are available from Washington County Recorder's Office, 87 North 200 East, St. George, Utah 84770, ph. (435) 634-5709.

2. Written justification describing the purpose for the zone change request and proof of concurrence with Town of Leeds General Plan.

3. Required Building Plans as per Land Use and Zoning Ordinance #2008-04, including all tests, exhibits and studies.

4. A copy of the requested legal description in a read-only CD/electronic format and e-mailed to clerk@leedstown.org

5. A copy of the legal description provided in Microsoft Word Format on a read-only CD and e-mailed to clerk@leedstown.org.

6. One 24" x 36" plat site exhibit of the requested zone change and 16 copies 8.5" x 11" or 11"x 17" all matching the legal description.

7. One 24" x 36" site exhibit of the County Ownership Plat(s) identifying the existing parcel(s) included in the legal description.

Town of Leeds

ZONE CHANGE/AMENDMENT APPLICATION

The following fees are due at the time of application. Incomplete applications will be returned. No exceptions.

1. Filing Fee (non-refundable): $1,000.00

2. Addresses labels, envelopes, stamps and other associated mailing expenses are to be provided by Applicant.

Acreage Fees -

a. Less than 1 acre: No Fee
b. One — 100 acres: $50.00 per acre
c. 101 — 500 acres: $25.00 per acre
d. Over 500 acres: $10.00 per acre

Note: For acreage designated as open space, no acreage fee assessed if open space is over 10 acres. Open space includes parks, golf courses, floodplains, hillsides and similar natural areas. This does not include required recreation areas and/or setback areas.

File the completed application at:

Town of Leeds
P.O. Box 461195
Leeds, UT 84746

Signature of Applicant _____ **Date** 1-27-16

Signature or Consent of Owner S Sharma Date January 27, 2016

APPLICANT AFFIDAVIT

Shree Sharma, do hereby say that I am the owner/agent of the subject property of this application. The statements, information, exhibits and any and all plans herein or attached or submitted present the intentions of the applicant and are in al respects true and correct to the best of my knowledge and belief. I do hereby agree to pay all adopted and customary fees of the Town of Leeds relating to this application.

S Sharma
Owner/Agent

Date: January 27, 2016

Applications must be presented to the Planning Commission and a Public Hearing must be held before submitting to the Town Council. The Planning commission meets at 7:00 p.m. on the first Wednesday of each month.

Application is hereby made for a zone change amendment to the Leeds Zoning Map

CAPITAL FUNDING LTD CO LLC

The West 25 acres of Lot Four (4), in Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian.

Leeds General Plan

The proposed zoning change reflects a new residential concept for Grapevine Wash. It fits within the Town's existing zonings, as detailed in the attached base map, and aligns with the Town's goal of maintaining diversity in development and housing types. The proposed change requires no change to the Town's General Plan and significantly reduces proposed density—from the 3.8/units per acre previously discussed to 2.8/units per acre.

TOWN of LEEDS

Zone Change/Amendment Application

Item 2

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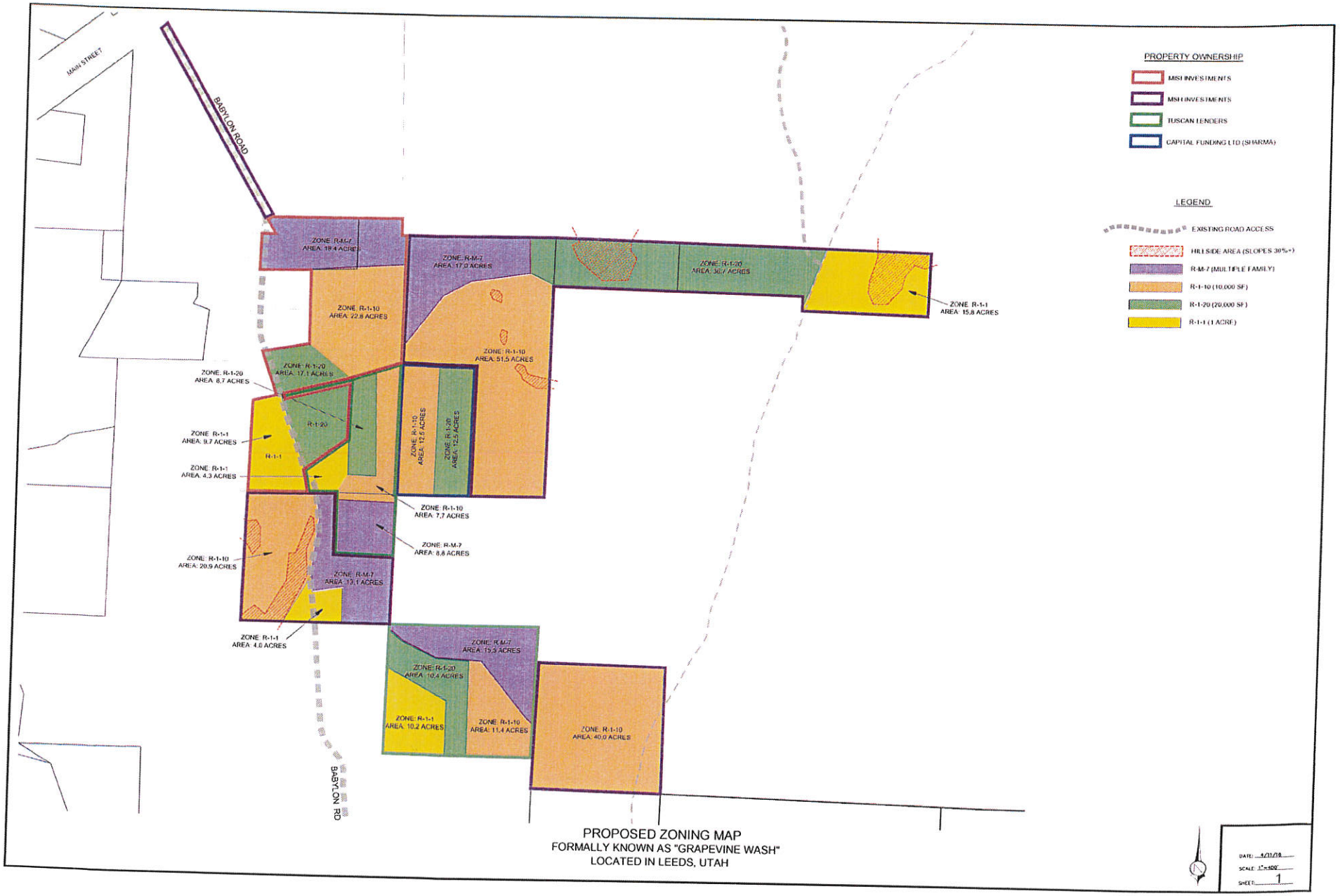
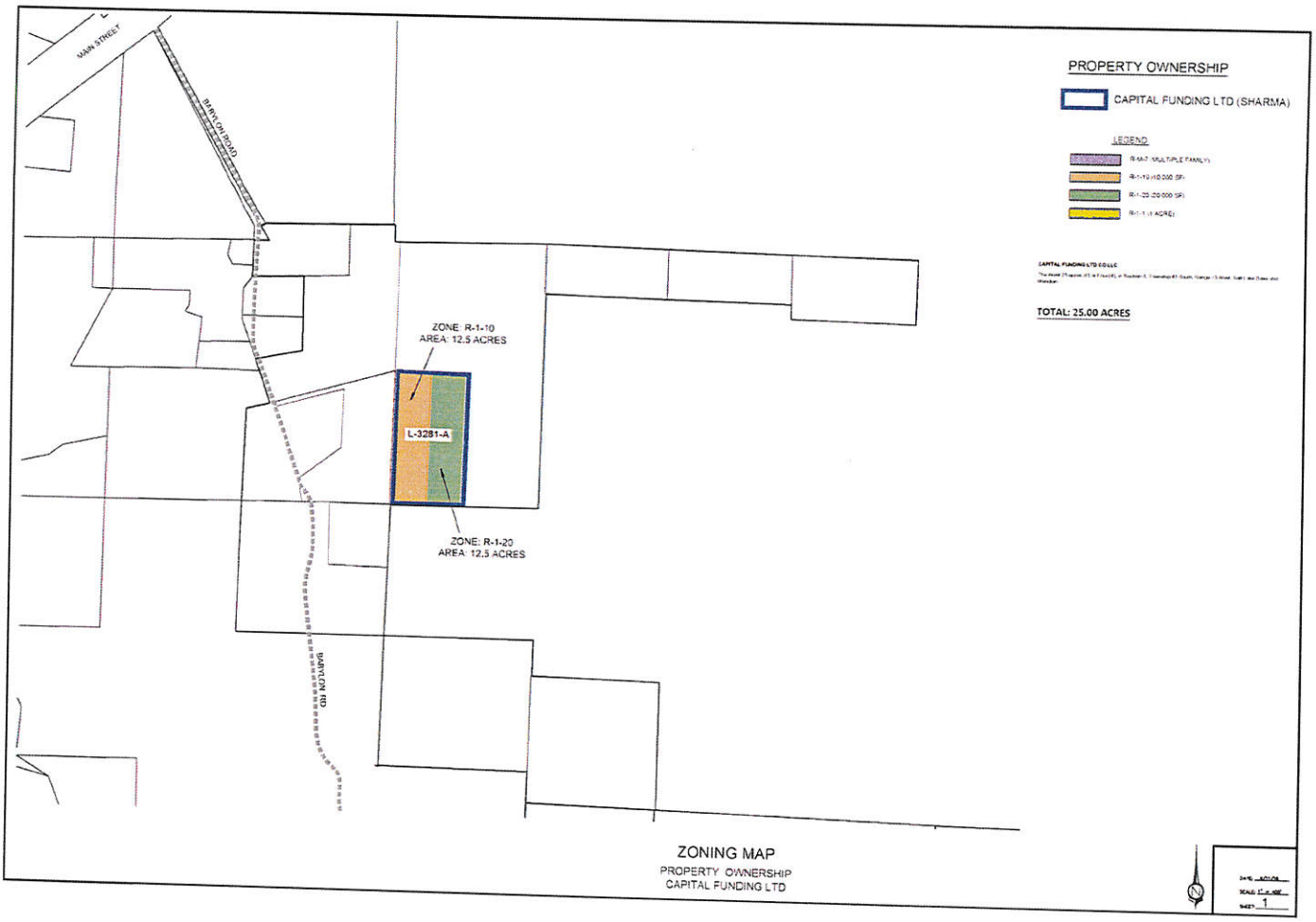
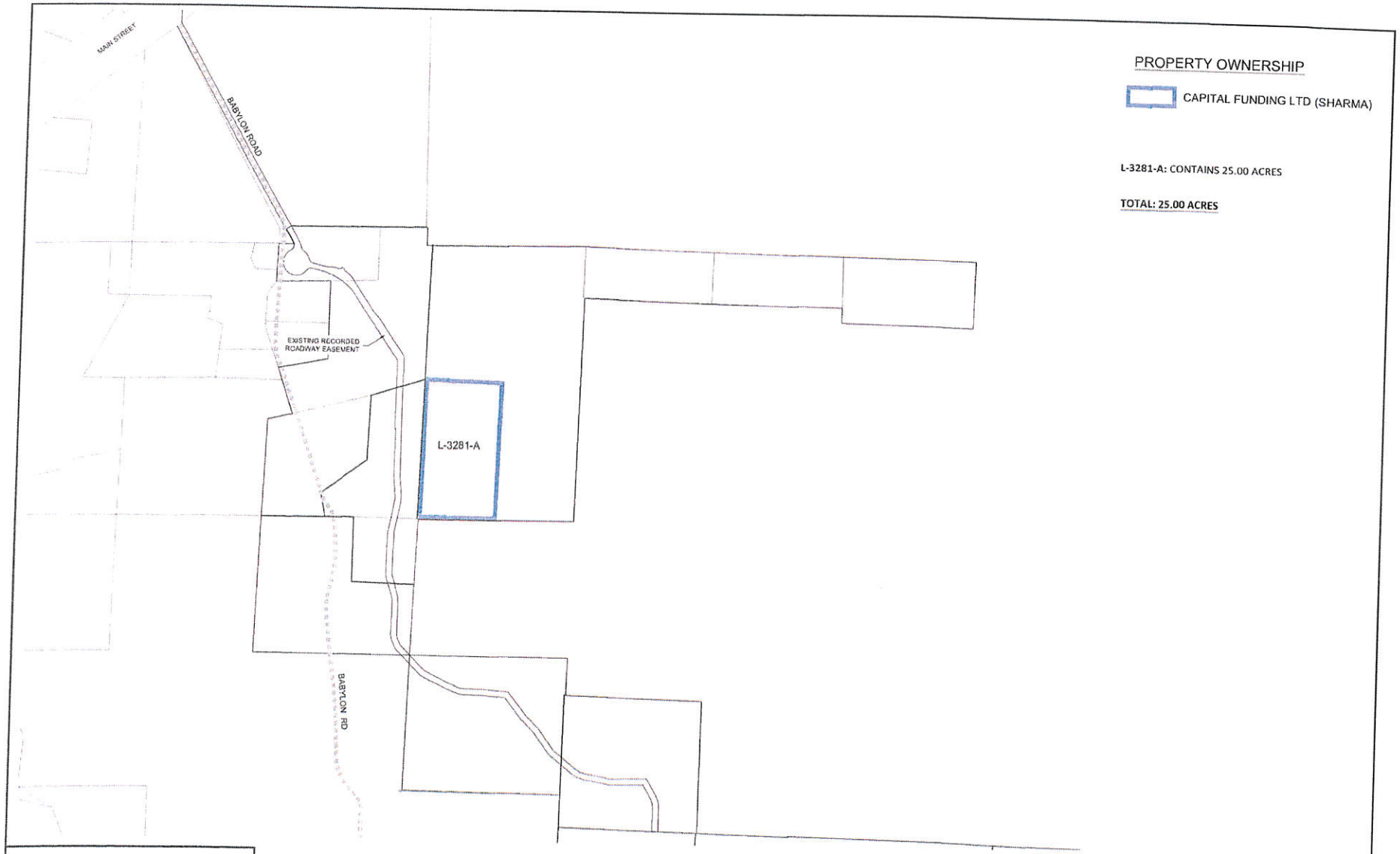


PROPOSED ZONING MAP
FORMALLY KNOWN AS "GRAPEVINE WASH"
LOCATED IN LEEDS, UTAH


MAIN STREET
BARYCZKA ROAD
ZONE: R-1-10
AREA: 12.5 ACRES
L-3281-A
ZONE: R-1-20
AREA: 12.5 ACRES
BARYCZKA RD
PROPERTY OWNERSHIP
CAPITAL FUNDING LTD (SHARMA)
LEGEND
TOTAL: 25.00 ACRES
ZONING MAP
PROPERTY OWNERSHIP
CAPITAL FUNDING LTD
N



PROPERTY OWNERSHIP

CAPITAL FUNDING LTD (SHARMA)

L-3281-A: CONTAINS 25.00 ACRES

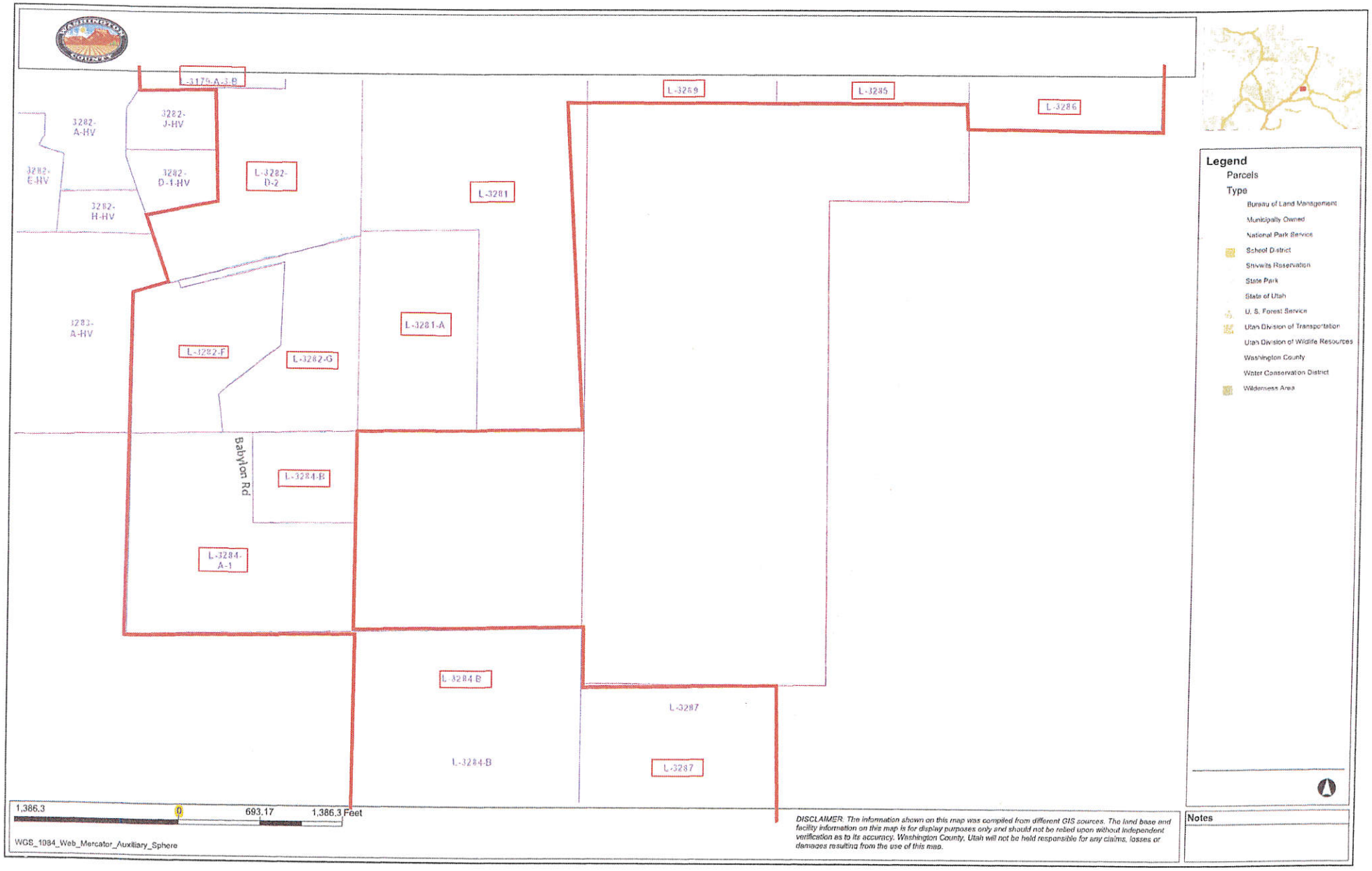
TOTAL: 25.00 ACRES

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

GRAPEVINE WASH PROPERTIES

PROPERTY OWNERSHIP
CAPITAL FUNDING LTD

DATE: 1/20/09
SCALE: 1" = 400'
SHEET: 1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L-3282-D-2
L-3281
L-3289
L-3285
L-3286
3283-A-HV
L-3282-F
L-3282-G
L-3281-A
Babylon Rd
L-3284-B
L-3284-A-1
L-3284-B
L-3287
L-3284-B
L-3287
Legend
Parcels
Type
Bureau of Land Management
Municipally Owned
National Park Service
School District
Shivwits Reservation
State Park
State of Utah
U. S. Forest Service
Utah Division of Transportation
Utah Division of Wildlife Resources
Washington County
Water Conservation District
Wilderness Area
1,386.3
0
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Date_____ Received by_____

Town of Leeds.
218 North Wlain Street, TO Box 460879, Leeds, VT 84746-0879
Aone: 435-879-2447 Fax 435-879-6905
E-mad cThrkKeedstolviz.org // Website: www.kedstowm.org

ZONE **CHANGE/AMENDMENT APPLICATION**

Project Name Grapevine Wash
Number of Lots Proposed 557 Acreage 199
Project Location Parcel Tax ID #(s) L-3281, L-3285, L-3284-A-1, L-3286, L-3287, L-3289

Applicant Name MSH INVESTMENTS LLC
Address 20 Marywatersford Rd, Bala Cynwyd, PA 19004-2039
Phone 610-664-3542 Fax _____ Cell 435-467-1677 e-mail jmr@nugs.net

Owner of Property MSH INVESTMENTS LLC
Address 20 Marywatersford Rd, Bala Cynwyd, PA 19004-2039
Phone 6106643542 Fax _____ Cell 435-467-1677 e-mail jmr@nugs.net

Contact Person- Jon Richter

_____ EXISTING ZONING ZONE CHANGE(S) REQUESTED See Attached ACREAGE

Refer to Town of Leeds Zonings:

	R-1-5 .. .. Residential 5 acre	
R-R-5 .... .Rural Residential 5 acre	R-1-2.....Residential 2 acre	R-M-7 ... .Multiple Residential
R-R-2 .... .Rural Residential 2 acre	R-1-1.....Residential 1 acre	C ....Commercial
R-R-1..... .Rural Residential 1 acre	R-1-20 .....Residential 1/2 acre	OS..... Open Space
R-R-20 .... Rural Residential 1/2 acre	R-1-10. .Residential 1/4 acre	M-H ..... .Mobile Home

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Town of Leeds

ZONE CHANGE/AMENDMENT APPLICATION

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File the completed application at:

Town of Leeds
P.O. Box 461195
Leeds, UT 84746

Signature of Applicant _____ **Date** _____

Signature or Consent of Owner _____ Date 1/27/2016

APPLICANT AFFIDAVIT

JON MICHAEL RICHTER, do hereby say that I am the owner/agent of the subject property of this application. The statements, information, exhibits and any and all plans herein or attached or submitted present the intentions of the applicant and are in al respects true and correct to the best of my knowledge and belief. I do hereby agree to pay all adopted and customary fees of the Town of Leeds relating to this application.

_____ 1/27/2016
Owner/Agent Date

Applications must be presented to the Planning Commission and a Public Hearing must be held before submitting to the Town Council. The Planning commission meets at 7:00 p.m. on the first Wednesday of each month.

Application is hereby made for a zone change/amendment to the Leeds Zoning Map

MSH Investments, LLC Property:

Parcel 1:
All of Lots One (1) and Four (4), in Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following described parcel:

The West 25 acres of Lot Four (4), in Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian.

Parcel 2:
Lots Six (6) and Eight (8), in Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, according to the official plat thereof, records of Washington County, State of Utah.

Parcel 3:
Beginning at a point North 88°42'53" East, along the Quarter Section Line, 618.49 feet from the Southwest Corner of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 6°55'45" West 263.38 feet; thence North 51°13'40" East 536.26 feet; thence North 2°17'55" East 561.65 feet; thence South 75°18'40" West 724.24 feet; thence North 19°59'33" West 51.26 feet; thence North 75°18'40" East 1273.36 feet to a point on the 1/16 Section Line; thence South 0°26'48" West, along the 1/16 Section Line, 1325.43 feet to the Southeast Corner of said Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); thence South 88°42'53" West, along the Quarter Section Line, 912.30 feet to the point of beginning.

Parcel 4:
All of Lots One (1) and Two (2), in Section 9, Township 41 South, Range 13 West, Salt Lake Base and Meridian.

Parcel 5:
All of the North One-Half of the Northwest Quarter of the Northeast Quarter (N 1/2 NW 1/4 NE 1/4) of Section 9, Township 41 South, Range 13 West, Salt Lake Base and Meridian.

Parcel 6:
The Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 9, Township 41 South, Range 13 West, Salt Lake Base and Meridian, according to the official plat thereof, records of Washington County, State of Utah.

Leeds General Plan

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TOWN of LEEDS

Zone Change/Amendment Application

Item 2

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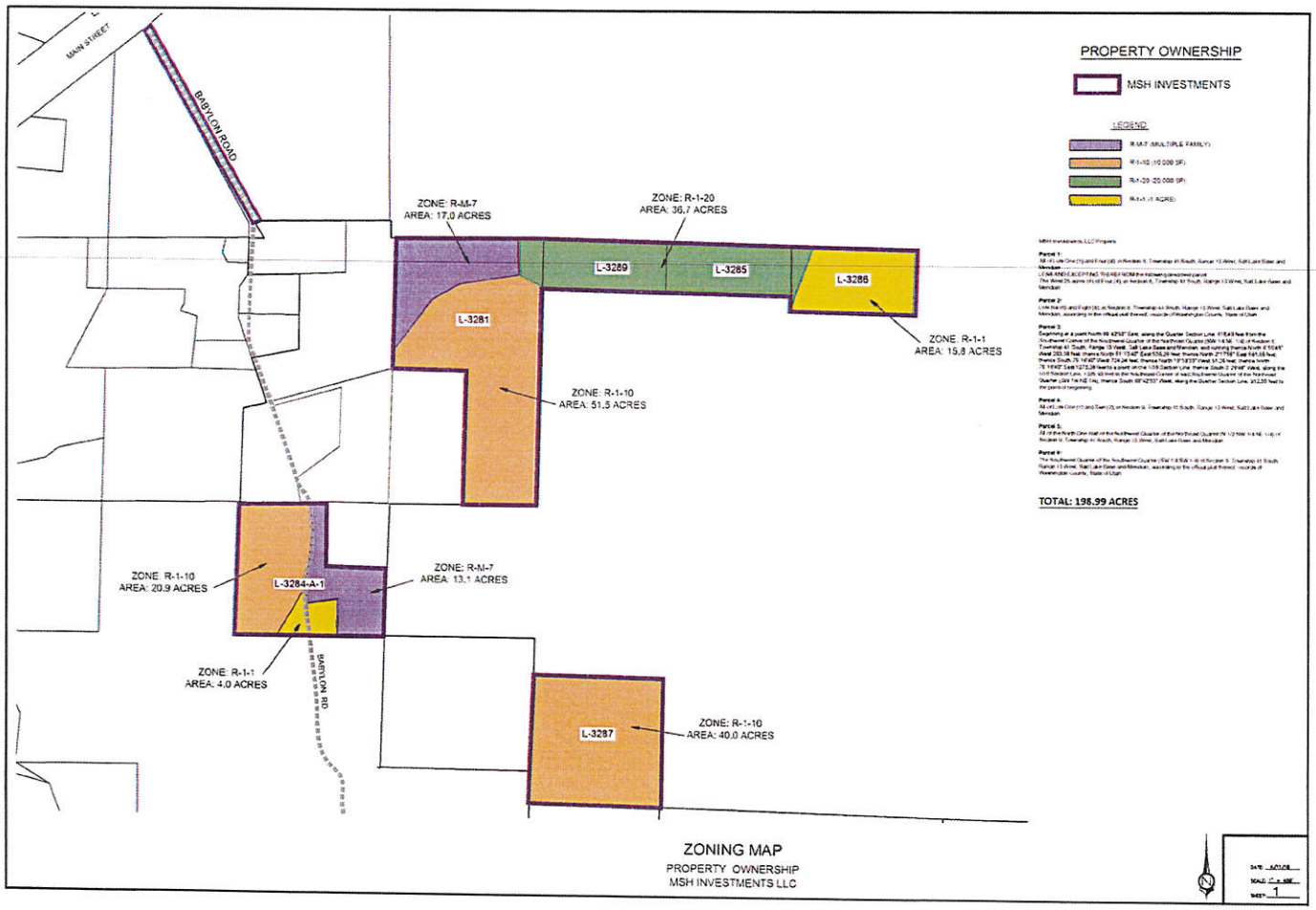
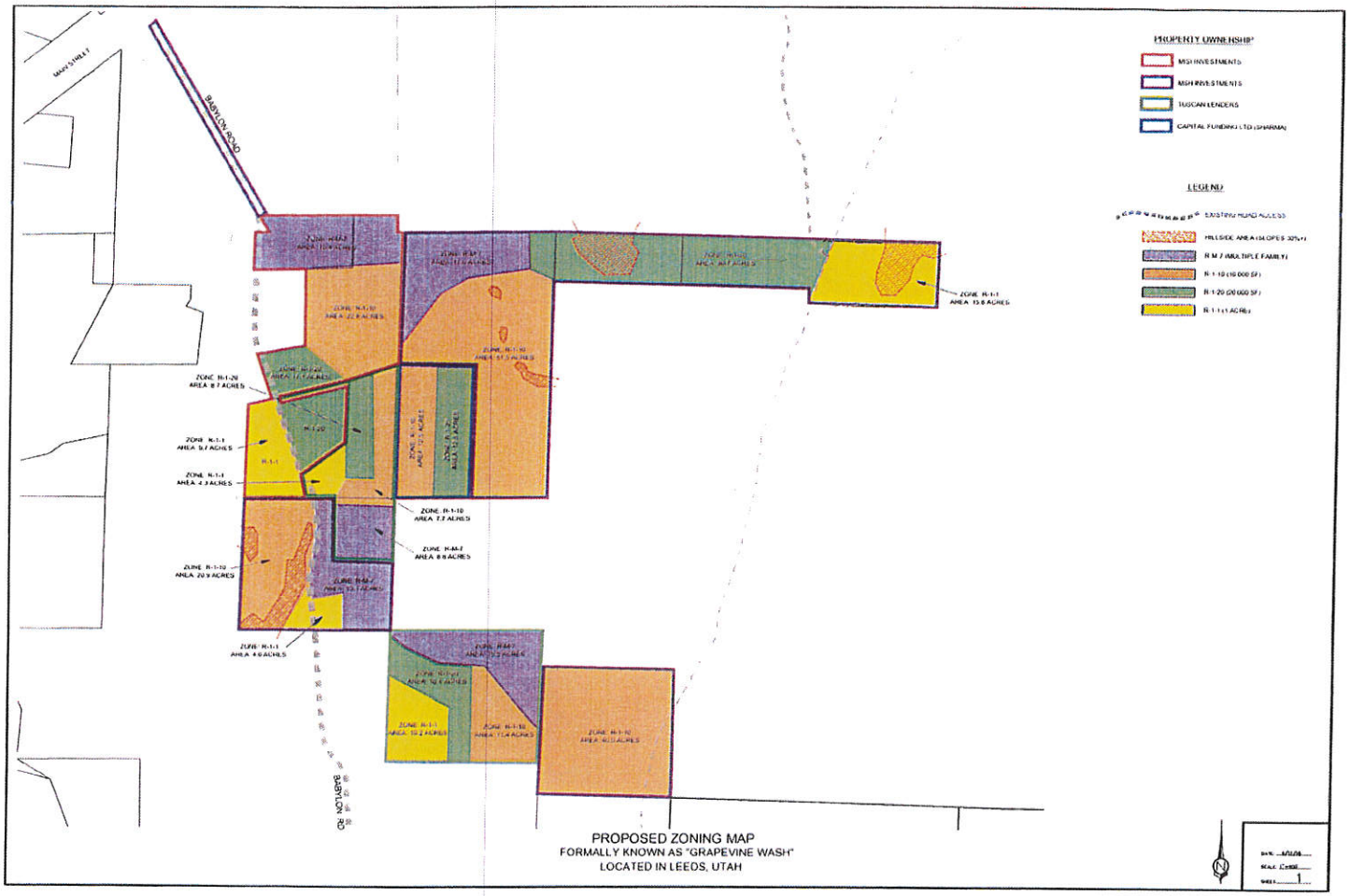
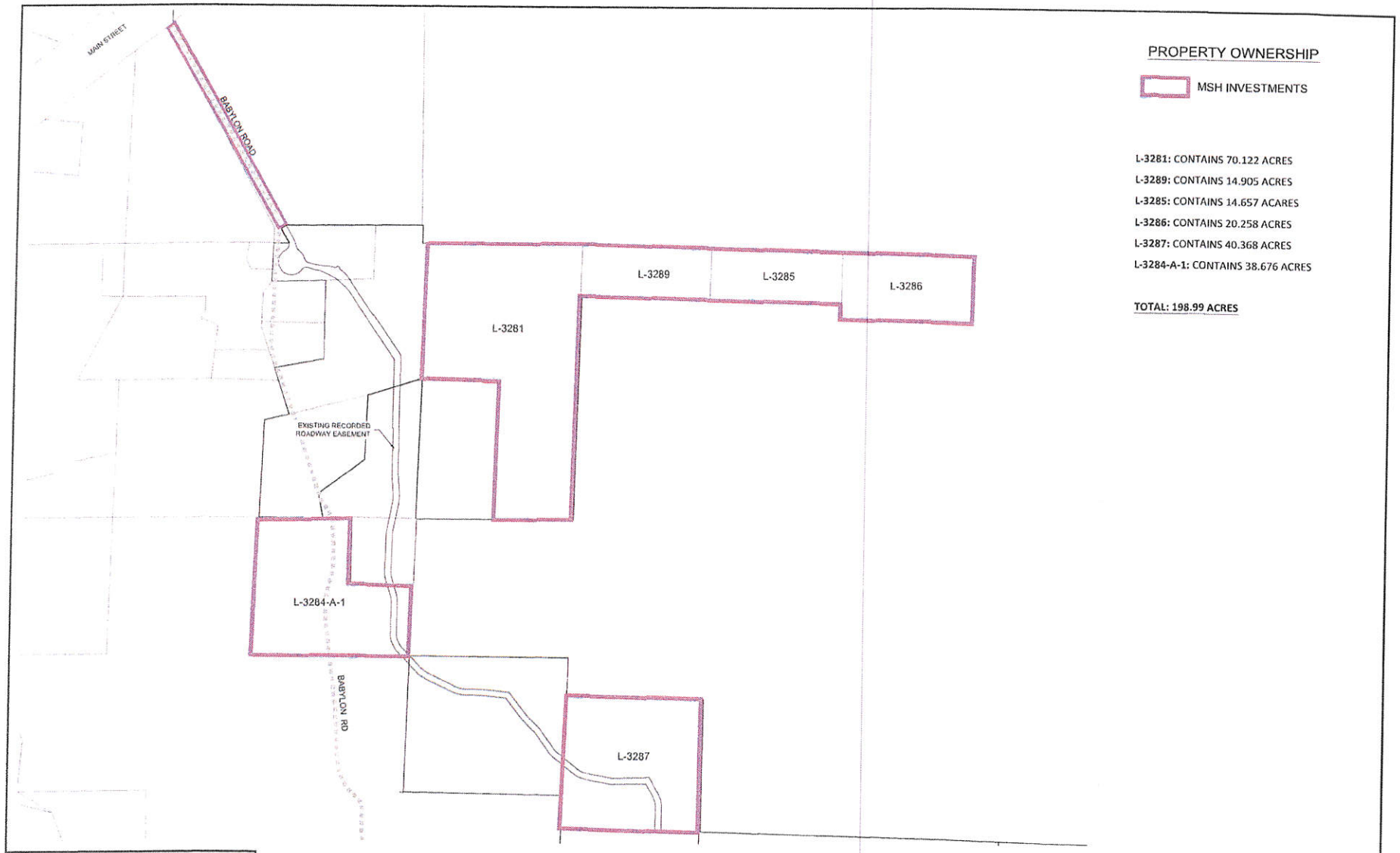

MAIN STREET
BABYLON ROAD
ZONE: R-M-7
AREA: 17.0 ACRES
ZONE: R-1-20
AREA: 36.7 ACRES
L-3289
L-3285
L-3286
L-3281
ZONE: R-1-1
AREA: 15.8 ACRES
ZONE: R-1-10
AREA: 51.5 ACRES
ZONE: R-1-10
AREA: 20.9 ACRES
L-3284-A-1
ZONE: R-M-7
AREA: 13.1 ACRES
ZONE: R-1-1
AREA: 4.0 ACRES
BABYLON RD.
L-3287
ZONE: R-1-10
AREA: 40.0 ACRES
PROPERTY OWNERSHIP
MSH INVESTMENTS
LEGEND
TOTAL: 198.99 ACRES
ZONING MAP
PROPERTY OWNERSHIP
MSH INVESTMENTS LLC



PROPOSED ZONING MAP
FORMALLY KNOWN AS "GRAPEVINE WASH"
LOCATED IN LEEDS, UTAH



PROPERTY OWNERSHIP

MSH INVESTMENTS

L-3281: CONTAINS 70.122 ACRES
L-3289: CONTAINS 14.905 ACRES
L-3285: CONTAINS 14.657 ACARES
L-3286: CONTAINS 20.258 ACRES
L-3287: CONTAINS 40.368 ACRES
L-3284-A-1: CONTAINS 38.676 ACRES

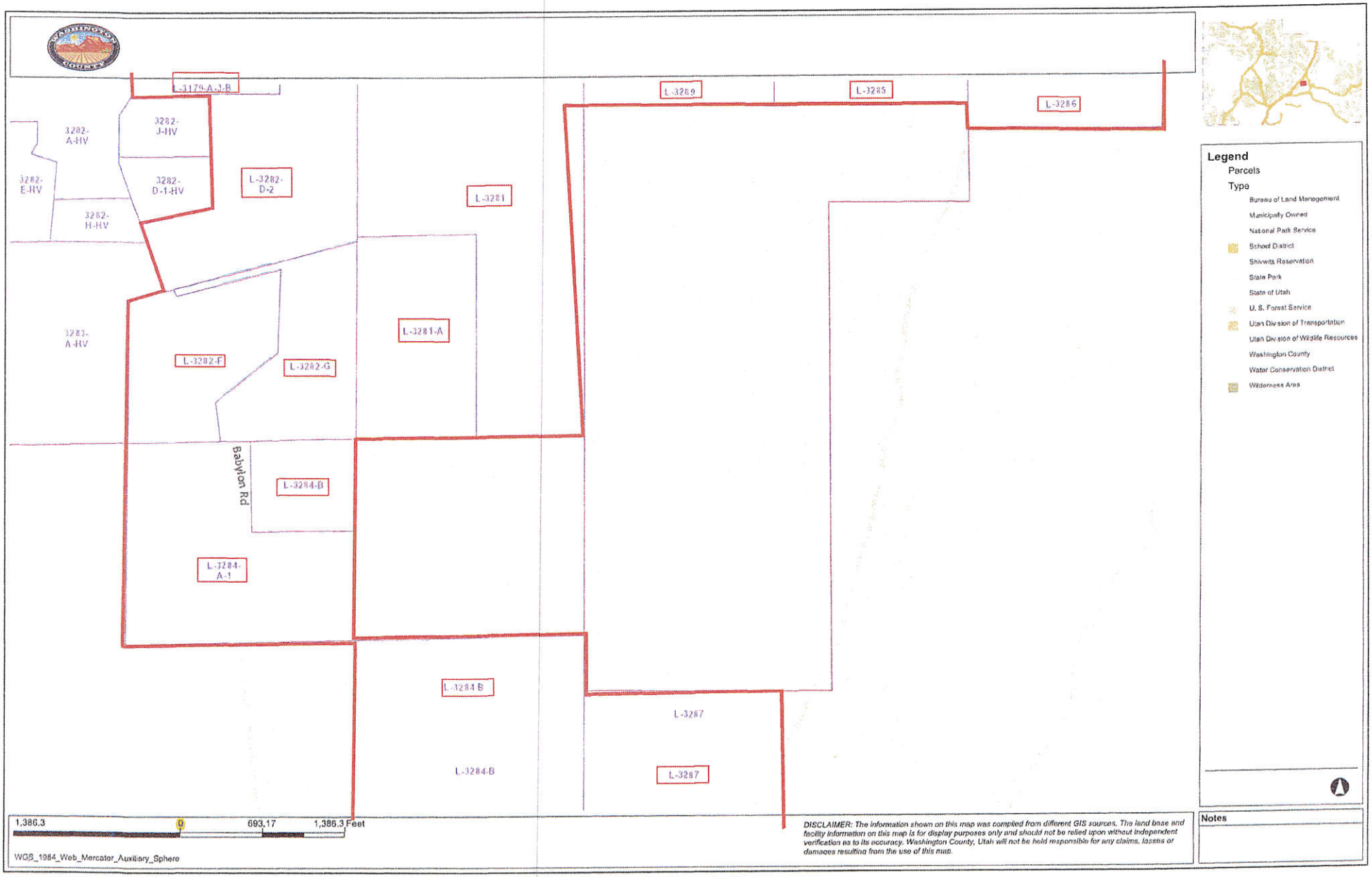
TOTAL: 198.99 ACRES

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
295 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

GRAPEVINE WASH PROPERTIES

PROPERTY OWNERSHIP
MSH INVESTMENTS LLC

DATE: 1/22/18
SCALE: 1" = 400'
SHEET: 1


L-3176-A,J,B
3282-A-HV
3282-J-HV
3282-E-HV
3282-D-1-HV
3282-H-HV
L-3282-D-2
L-3281
L-3281-A
3283-A-HV
L-3282-F
L-3282-G
Babylon Rd
L-3284-B
L-3284-A-1
L-3284-B
L-3284-B
L-3287
L-3287
L-3289
L-3285
L-3286
Legend
Parcels
Type
Bureau of Land Management
Municipally Owned
National Park Service
School District
Shivwits Reservation
State Park
State of Utah
U. S. Forest Service
Utah Division of Transportation
Utah Division of Wildlife Resources
Washington County
Water Conservation District
Wilderness Area
1,386.3
0
693.17
1,386.3 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.
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Date _____ Received by _____

Town of Leeds.
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Aone: 435-879-2447 Fax 435-879-6905
E-mad cThrkKeedstolviz.org // Website: www.kedstowm.org

ZONE CHANGE/AMENDMENT APPLICATION

Project Name Grapevine Wash
Number of Lots Proposed 190 Acreage 68
Project Location Parcel Tax ID #(s) L-3282-F, L-3282-D-2 L-3179-A-3-B

Applicant Name Dick Miller for MISI INVESTMENTS LLC, The Simkins 1975 Trust Property

Address 2150 S 1300 E Ste 150 Salt Lake City, UT 84106
Phone 1-801-517-4100 Fax _____ Cell 1-801-718-3066 e-mail dick.miller@millerbates.com

Owner of Property MISI INVESTMENTS LLC, The Simkins 1975 Trust Property
Address2150 S 1300 E Ste 150 Salt Lake City, UT 84106
Phone 1-801-517-4100 Fax _____ Cell 1-801-718-3066 e-mail dick.miller@millerbates.com

Contact Person -Paul Morris 801-949-2602 paultmorris@outlook.com

_____ EXISTING ZONING ZONE CHANGE(S) REQUESTED See Attached ACREAGE

Refer to Town of Leeds Zonings:

		R-1-5	Residential 5 acre		
R-R-5	.Rural Residential 5 acre	R-1-2.....	Residential 2 acre	R-M-7	... .Multiple Residential
R-R-2	.Rural Residential 2 acre	R-1-1.....	Residential 1 acre	C	..Commercial
R-R-1	.Rural Residential 1 acre	R-1-20.....	Residential 1/2 acre	OS	Open Space
R-R-20	....Rural Residential 1/2 acre	R-1-10.	.Residential 1/4 acre	M-H	.Mobile Home

Attach complete legal description for the property/area requested. to be changed and provide all of the following information:

1. Two sets of mailing labels for all property owners within a 300-foot radius from the border of the subject property. Maps & Names of Property Owners are available from Washington County Recorder's Office, 87 North 200 East, St. George, Utah 84770, ph. (435) 634-5709.

2. Written justification describing the purpose for the zone change request and proof of concurrence with Town of Leeds General Plan.

3. Required Building Plans as per Land Use and Zoning Ordinance #2008-04, including all tests, exhibits and studies.

4. A copy of the requested legal description in a read-only CD/electronic format and e-mailed to clerk@leedstown.org

5. A copy of the legal description provided in Microsoft Word Format on a read-only CD and e-mailed to clerk@leedstown.org.

6. One 24" x 36" plat site exhibit of the requested zone change and 16 copies 8.5" x 11" or 11"x 17" all matching the legal description.

7. One 24" x 36" site exhibit of the County Ownership Plat(s) identifying the existing parcel(s) included in the legal description.

Town of Leeds

ZONE CHANGE/AMENDMENT APPLICATION

The following fees are due at the time of application. Incomplete applications will be returned. No exceptions.

1. Filing Fee (non-refundable): $1,000.00

2. Addresses labels, envelopes, stamps and other associated mailing expenses are to be provided by Applicant.

Acreage Fees -

a. Less than 1 acre: No Fee
b. One — 100 acres: $50.00 per acre
c. 101 — 500 acres: $25.00 per acre
d. Over 500 acres: $10.00 per acre

Note: For acreage designated as open space, no acreage fee assessed if open space is over 10 acres. Open space includes parks, golf courses, floodplains, hillsides and similar natural areas. This does not include required recreation areas and/or setback areas.

File the completed application at:

Town of Leeds
P.O. Box 461195
Leeds, UT 84746

Signature of Applicant/Owner _____ Date 1/27/2016

Signature of Applicant/Owner Kenneth Simkins Date 1/28/2016
Simkins 1975 Trust

APPLICANT AFFIDAVIT

We, Dick Miller and Kenneth Simkins, do hereby say that we are the owner/agent of the subject property of this application. The statements, information, exhibits and any and all plans herein or attached or submitted present the intentions of the applicant and are in all respects true and correct to the best of our knowledge and belief. We do hereby agree to pay all adopted and customary fees of the Town of Leeds relating to this application.

_____ 1/27/2016
Owner/Agent Date

Kenneth Simkins 1/28/2016
Owner/Agent Date
Simkins 1975 Trust

Applications must be presented to the Planning Commission and a Public Hearing must be held before submitting to the Town Council. The Planning commission meets at 7:00 p.m. on the first Wednesday of each month.

Application is hereby made for a zone change/amendment to the Leeds Zoning Map

MISI Investments LLC Property and The Simkins 1975 Trust Property:

: Parcel 1:

Beginning at the North Quarter (N1/4) corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 0° 42'25" West, along the Quarter Section line, 379.46 feet; thence North 87° 37'30" East 531.46 feet; thence North 90° 00'00" East 465.26 feet; thence North 0° 18'42" East 560.63 feet; thence South 88° 22'49" West 887.36 feet to a point on the Easterly Right-of-Way line of a 60.00 foot wide roadway; thence South 58° 45'00" West 60.00 feet to a point on the Westerly Rightof-Way line of said roadway; thence South 31° 15'00" East along said Right-of-Way line and the extension thereof, 167.22 feet to a point on the Section line; thence South 88° 22'46" West, along the Section line, 143.14 feet to the Point of Beginning.

Parcel 2:

Beginning at the Southwest corner of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 0° 42'05" East, along the Quarter Section line, 960.68 feet; thence North 75° 18'40" East 307.31 feet, thence South 19° 59'33" East 51.26 feet; thence North 75° 18'40" East 724.24 feet; thence South 2° 17'55" West 561.65 feet; thence South 51° 13'40" West 536.56 feet; thence South 6° 55'45" East 263.38 feet to a point on the Quarter Section line; thence South 88° 42'53" West, along the Quarter Section line, 618.49 feet to the point of beginning.

Parcel 3:

Beginning at a point South 0° 42'25" West, along the Quarter Section line, 379.46 feet, and North 87° 37'30" East 531.46 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 90° 00'00" East 465.26 feet; thence North 0° 18'42" East 560.63 feet; thence North 88° 22'49" East 453.10 feet; thence South 1° 13'07" East 175.01 feet to a USGS Cap which marks the Southeast Corner of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 5, said Township and Range; thence North 88° 17'45" East along the Section line 66.96 feet to a USGS Cap which marks the Northeast Corner of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 8; thence South 0° 26'48" West along the 1/16 Section line 1388.60 feet to the most Northeasterly corner of that certain parcel owned by Richard E. Martin and Debra A. Martin, as Trustees, as evidenced by Deed Recorded in Book 1217, at Page 407 of Records; thence South 75° 18'40" West along the Northerly one of said Martin Parcel 1333.63 feet; thence North 20° 00'00" West 482.34 feet; thence North 78° 07'46" East 496.40 feet; thence North 0° 56'54" West 351.97 feet; thence North 0° 49'13" West 419.04 feet to the point of beginning.

Leeds General Plan

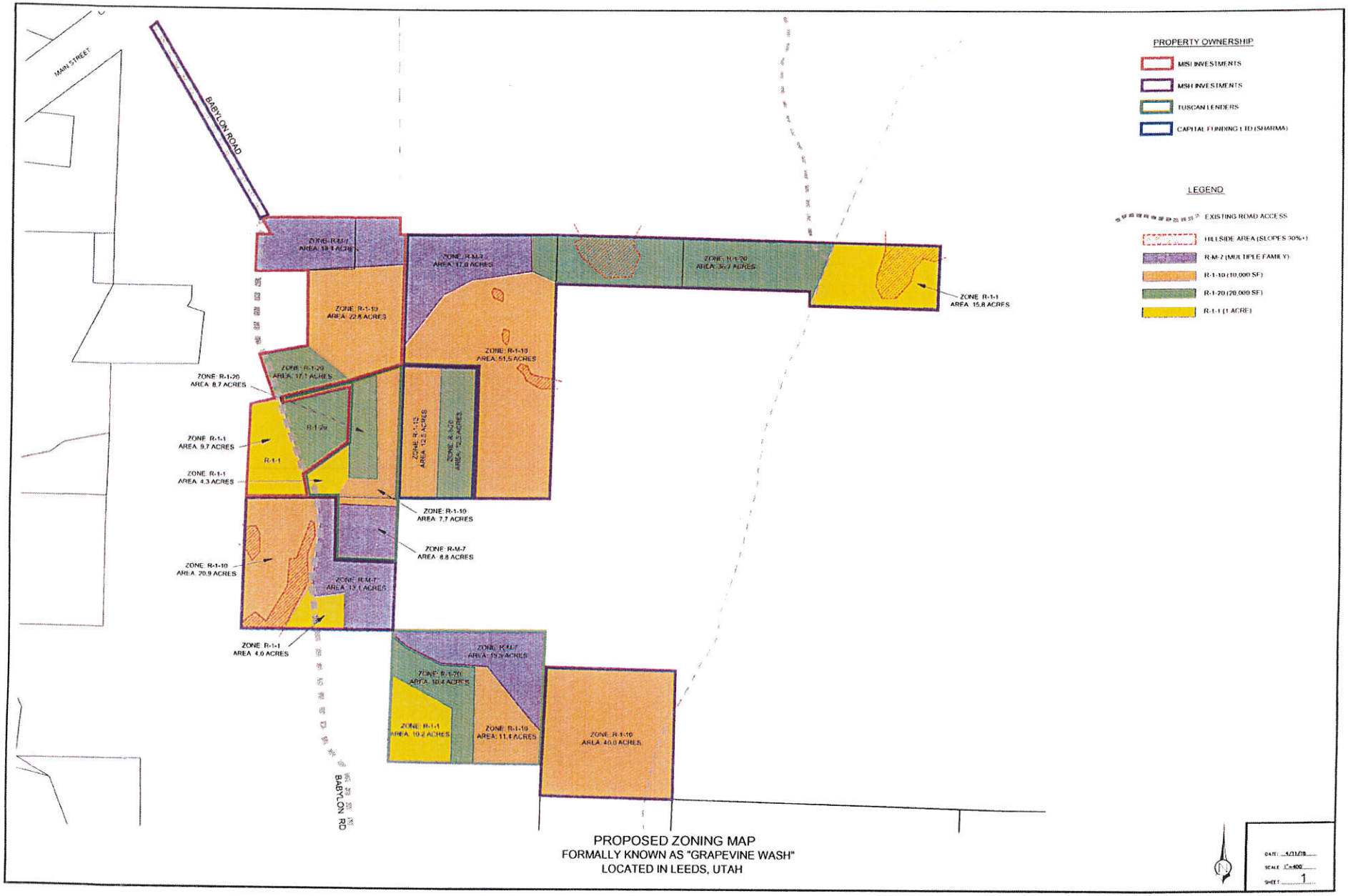
The proposed zoning change reflects a new residential concept for Grapevine Wash. It fits within the Town's existing zonings, as detailed in the attached base map, and aligns with the Town's goal of maintaining diversity in development and housing types. The proposed change requires no change to the Town's General Plan and significantly reduces proposed density—from the 3.8/units per acre previously discussed to 2.8/units per acre.

TOWN of LEEDS

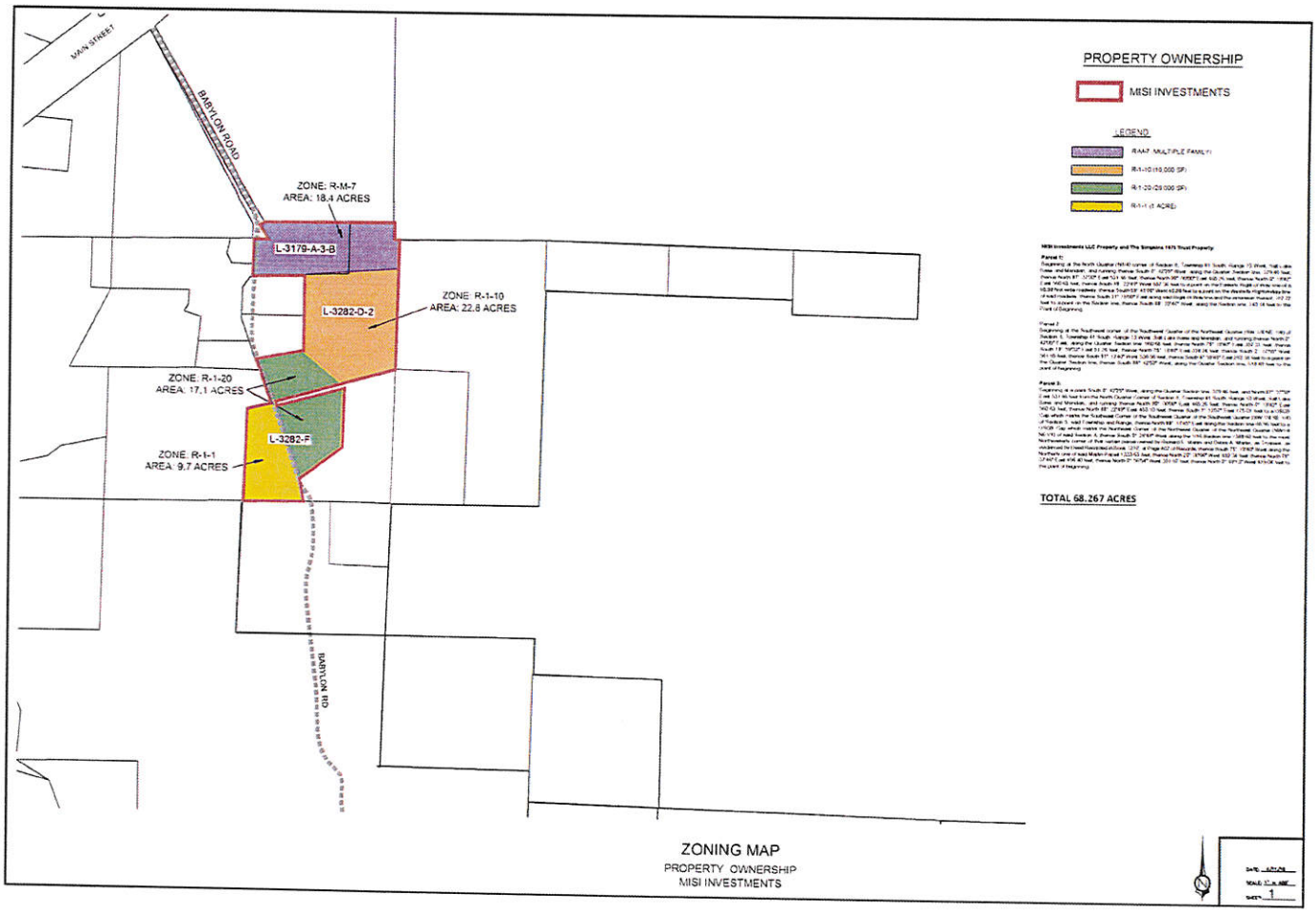
Zone Change/Amendment Application

Item 2

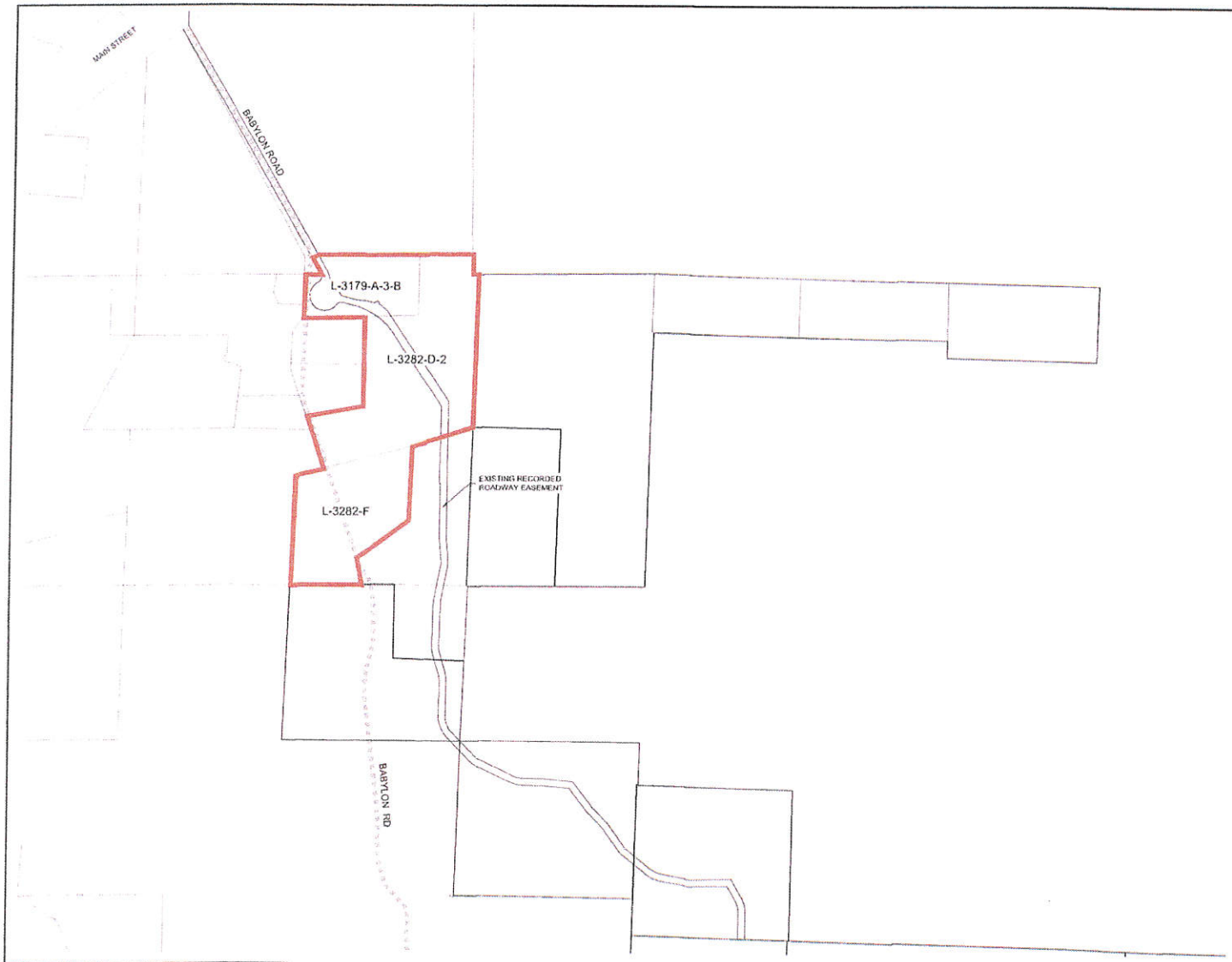
The proposed zoning change reflects a new residential concept for Grapevine Wash. It fits within the Town's existing zonings, as detailed in the attached base map, and aligns with the Town's goal of maintaining diversity in development and housing types. The proposed change requires no change to the Town's General Plan and significantly reduces proposed density—from the 3.8/units per acre previously discussed to 2.8/units per acre.



PROPOSED ZONING MAP
FORMALLY KNOWN AS "GRAPEVINE WASH"
LOCATED IN LEEDS, UTAH



ZONING MAP
PROPERTY OWNERSHIP
MISI INVESTMENTS



PROPERTY OWNERSHIP

MISI INVESTMENTS

L-3179-A-3-B: CONTAINS 12.223 ACRES

L-3282-F: CONTAINS 20.018 ACRES

L-3282-D-2: CONTAINS 36.026 ACRES

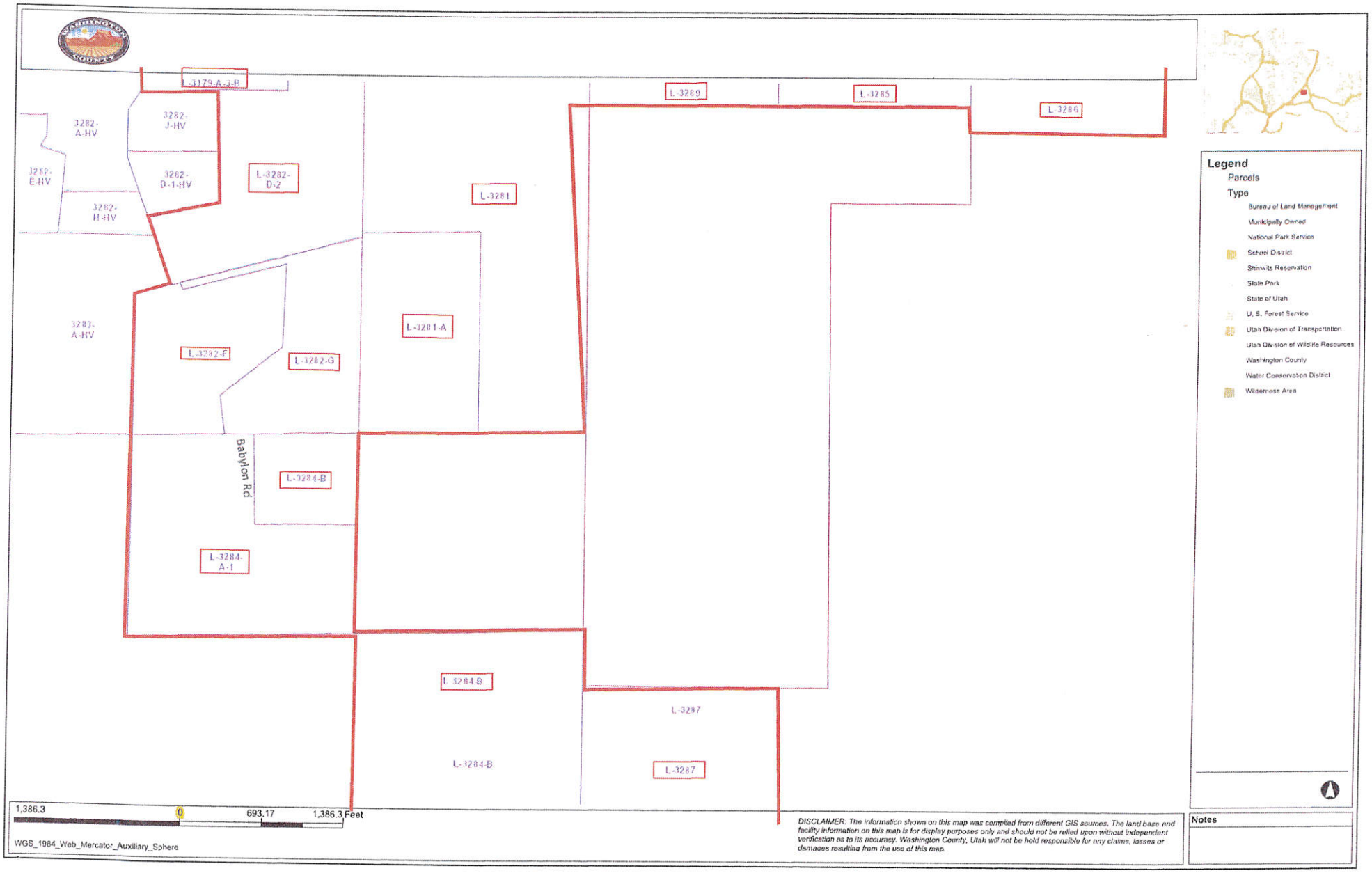
TOTAL 68.267 ACRES

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

GRAPEVINE WASH PROPERTIES

PROPERTY OWNERSHIP
MISI INVESTMENTS

DATE: 1/22/15
SCALE: 1" = 400'
SHEET 1


L-3179-A-J-B
3282-A-HV
3282-J-HV
3282-E-HV
3282-D-1-HV
3282-H-HV
L-3282-D-2
L-3281
L-3281-A
3283-A-HV
L-3282-F
L-3282-G
Babylon Rd
L-3284-B
L-3284-A-1
L-3284-B
L-3284-B
L-3287
L-3287
L-3269
L-3285
L-3286
Legend
Parcels
Type
Bureau of Land Management
Municipally Owned
National Park Service
School District
Shivwits Reservation
State Park
State of Utah
U. S. Forest Service
Utah Division of Transportation
Utah Division of Wildlife Resources
Washington County
Water Conservation District
Wilderness Area
1,386.3
0
693.17
1,386.3 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.
Notes

Ron: If you run a line through an area that's already developed to get to undeveloped area, do you require that the existing area adjoining be serviced by that or could they remain on their septics.

Mike: By rule and by State code, if you are within 300 feet of the sewer line you are supposed to connect. Now the practice has been that in cases of hardship or other issues there, there has either been an exception made or variances granted. I actually discussed this not only with Mayor Peterson but with others as they have talked about the possibility of sewering in a new area where there's septics, and the concerns you have expressed are not unique to Leeds. Every community grapples with the connection costs, the upfront costs because really a septic tank is build and forget it and really very few homeowners ever sink any additional money and again, unless it backs up into the basement or it's coming up in the lawn most people just forget about it. And so it's hard to compete with zero. But, oftentimes those communities don't realize that that water does go somewhere and it will reappear somewhere else eventually. While what I've proposed, at least to my Board and while I've worked with the Conservancy District to administer the west side of the County, as areas continue to grow, we're seeing more growth in the periphery of the County now, and as areas consider sewer. I mean you're not unique, Winchester Hills, Dameron, Diamond Valley, other areas, Central all face similar issues with high septic concentrations and high septic densities. I've tried to advocate a more common sense approach. I realize we have an appeal to a more aging population and that usually coincides with fixed incomes. I think there's a couple of solutions that way, although this is me, this is not Ash Creek policy. But moving forward I've advocated as sewer gets extended to an area one of three things could happen. If a person's able to they could connect, the preferred alternative, let's call it. If there unable to connect, then there would be two other situations where we would try to target for them to connect. One would be if there septic system fails. Usually the cost of replacing a tank or a leech field is somewhere around $5,000-$7,000 and so the cost of connection at that point actually can be cost competitive. Again I hesitate to throw out numbers because as every home is unique. And so oftentimes the cost to connect to the sewer can be less than the rehabilitation needed on a septic system. And then the third path could be when the home sells. At the point where the homeowner sells the property, leaves the area, and a new homeowner is brought in.