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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, August 15, 2019 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Consent Calendar.

a. Consider award of bid to Royal T Enterprises for the Virgin River South Trail - Rustic Trailhead to Springs Park.

BACKGROUND and RECOMMENDATION: This contract combines three (3) projects: 1) asphalt trail from the rustic trailhead to Springs Park - $410,775.30; 2) Springs Erosion Protection Repair - $189,894.00; and 3) Santa Clara River Trail erosion protection repair under I-15 - $49,315.00. The trail project includes drainage, asphalt trail with striping, and bridge crossing. The erosion repair projects include excavation and rip-rap placement, concrete pavement and guardrail. This was a formal bid and four bids were received. Staff recommends approval.

b. Consider award of bid to Royal T Enterprises for the Virgin River South Trail Repair Project.

BACKGROUND and RECOMMENDATION: This project is to repair parts of the existing trail from Bloomington Park to Las Colinas Park property. The cost for the project is $194,920; it includes repair of existing trail sections, drainage structures, over-excavation, rock rip rap, gabion baskets, concrete pavement, and asphalt. This was a formal bid and three (3) bids were received. Staff recommends approval.

c. Consider award of bid to JP Excavating for the Ft. Pierce Wash Sediment Removal project.

BACKGROUND and RECOMMENDATION: This project excavates and disposes of sediment from within the Fort Pierce Wash upstream and downstream of the River Road Bridge. This was a formal bid; five (5) bids were received. The total project cost including engineering is $1,084,341.50. The Washington County Flood Control Authority portion is $410,680. Staff recommends approval.

d. **Consider approval to purchase a 2019 Johnston Mechanical Sweeper from Cate Rental & Sales.**

BACKGROUND and RECOMMENDATION: This item is to replace an existing Streets Division sweeper as approved in the budget for FY19-20. The 2019 Johnston Mechanical Sweeper will cost $257,836.10 and is being funded by the Drainage Utility Fund. The purchase is to be made from a State of Utah contract. Staff recommends approval.

e. **Consider approval to purchase a 2018 Leeboy Asphalt Paver 8616C from Cate Rental & Sales.**

BACKGROUND and RECOMMENDATION: This item is for a new asphalt paver which is being funded partially by Water Services in order to keep up with the various asphalt cut/trenching repairs throughout the City. This paver is larger/wider than the existing Streets Division paver, which will allow for larger areas to be paved by our Asphalt Crew. The purchase is to be made from a State of Utah contract. Staff recommends approval to purchase the asphalt paver for the amount of $196,800.

f. **Consider approval to purchase twelve (12) commercial sectional doors from Frontier Building Products.**

BACKGROUND and RECOMMENDATION: This is a sole source award to replace garage doors at fleet maintenance building. The cost is $61,176. Staff recommends approval.

g. **Consider approval of a contract with Holbrook Asphalt, Inc. for HA5 seal coat for various streets within the city.**

BACKGROUND and RECOMMENDATION: This is a sole source award. The HA5 product is used to put a seal over newer (5-10 yr. old) residential streets, trails, and parking lots to slow the damage to asphalt from oxidation. The treatment is a lower cost option for extending the life of asphalt surfaces. It has been used previously throughout the city with excellent results. Staff recommends approval.

h. **Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for Virgin River South Area Right of Way Acquisition.**

BACKGROUND and RECOMMENDATION: This agreement with the Washington County Flood Control Authority is for reimbursement of costs for land acquisition in the area south of Man O War Bridge along the Virgin River. The WCFCA will fund 75% of the cost. Before the WCFCA or other entities such as NRCS or FEMA can provide funding for a project to clear debris and vegetation in the area, ROW needs to be obtained. The city funded portion of this project will be $62,000 and will require a budget opening. Staff recommends approval.

i. **Consider approval of a private hanger lease agreement with Corporate Air Service, Inc for Lot 1F.**

BACKGROUND and RECOMMENDATION: Corporate Air Services, Inc. (Todd Hughes) has requested to construct a hangar on Lot 1F. The hangar will have a parking area that will be shared by other future hangars in this designated area. Hughes Construction is building the hangar for Corporate Air Services, and plans have been under review by the City. Staff recommends approval.

2. **Consideration of a resolution to accept or deny a Petition for Annexation for approximately 212.6 acres generally located in the southeast area adjacent to the city limits.**

BACKGROUND and RECOMMENDATION: This property is located near the Desert Canyons development and is intended to be an expansion of that project. The resolution is the first step in the annexation process, which will be followed by the required noticing in the newspaper and public comment period. Staff recommends approval.

3. **Consider approval of an ordinance amending the General Plan from LDR (Low Density Residential) and OS (Open Space) to COM (Commercial) on approximately .77 acres generally located north of 700 North and west of 1700 East Streets.**

BACKGROUND and RECOMMENDATION: The General Plan land-use designation is currently Low Density Residential and Open Space, and the applicant would like to construct a warehouse for his business located adjacent to this property on Red Hills Parkway. The applicant is proposing to access this location from their existing business. The Planning Commission recommended approval.

4. **Consider approval of an ordinance amending the General Plan from COM (Commercial) and OS (Open Space) to RES (Residential) on approximately 2.5 acres generally located south of Southern Parkway, west of Desert Canyons Parkway, and north of Deserts Edge Drive.**

BACKGROUND and RECOMMENDATION: The General Plan land-use designation is currently Commercial and Open Space, and the applicant would like to add in housing at this location. This will reduce the existing Commercial space from 5.8 acres to 3.3 acres. The Planning Commission recommended approval.

5. **Consider approval of a preliminary plat for Desert Sage.**

BACKGROUND and RECOMMENDATION: This is the preliminary plat for Desert Sage, a 9-lot residential subdivision located between Rimrunner and Broken Mesa Drive in Desert Canyons; zoning is R-1-10 (Single-Family Residential, 10,000 sq. ft. minimum lot size). All lots will be over 10,000 sq. ft. This preliminary plat will be considered by the Planning Commission on August 13, 2019.

6. Consider approval of a preliminary plat for Desert Solace 2.

BACKGROUND and RECOMMENDATION: This is the preliminary plat is for Desert Solace 2, an 11-lot residential subdivision located west of 3000 East on Rimrunner Drive in Desert Canyons; zoning is R-1-10 (Single-Family Residential, 10,000 sq. ft. minimum lot size). All lots will be over 10,000 sq. ft. The density will be 2.3 dwelling units per acre. The preliminary plat will be considered by the Planning Commission on August 13, 2019.

7. Consider approval of a preliminary plat for Elmwood Phases 6-7.

BACKGROUND and RECOMMENDATION: This is the preliminary plat for Elmwood Phases 6-7, a 21-lot residential subdivision located at 3430 East and 3130 South; zoning is R-1-8 (Single Family Residential, 8,000 sf minimum lot size). This is an extension of the existing Elmwood Estates to the east. The preliminary plat will be considered by the Planning Commission on August 13, 2019.

8. Consider approval of a preliminary plat for Rosewood Estates Phase 5.

BACKGROUND and RECOMMENDATION: This is the preliminary plat for Rosewood Estates Phase 5, a 31-lot residential subdivision located at 3430 East Street and 3050 South Street; zoning is R-1-8 (Single Family Residential, 8,000 sf minimum lot size). All lots will be over the 8,00 sq. ft. minimum lot size. The density will be 3 dwelling units per acre. The preliminary plat will be considered by the Planning Commission on August 13, 2019.

9. Consider approval of a preliminary plat for Sage Canyon Phases 8-11.

BACKGROUND and RECOMMENDATION: This is the preliminary plat for Sage Canyon Phases 8-11, a 98-lot residential subdivision located north of Southern Parkway, south of White Dome Drive and east of Dwarf Bear Poppy Drive; zoning is R-1-10 (Single Family Residential, 10,000 sf minimum lot size). Lot-size averaging will be used on this plat. The preliminary plat will be considered by the Planning Commission on August 13, 2019.

10. Consider approval of a preliminary plat for Springs Estates Phase 10.

BACKGROUND and RECOMMENDATION: This is the preliminary plat for Springs Estates Phase 10, a 4-lot residential subdivision located at 2580 East Street and 1190 South Circle; zoning is RE-12.5 (Residential Estates 12,500 sf minimum lot size. Much of this plat falls within the Erosion Hazard Study line. The preliminary plat will be considered by the Planning Commission on August 13, 2019.

11. Consider approval of a preliminary plat for Varano Vistas at Divario.

BACKGROUND and RECOMMENDATION: This is the preliminary plat for Varano Vistas at Divrario, a 138-lot residential subdivision located at Divario Canyon Drive and Sentieri Vista Drive zoning is R-1-6 (Single Family Residential, 6,000 sf minimum lot size). A Hillside Development Permit has been obtained for this subdivision. The preliminary plat will be considered by the Planning Commission on August 13, 2019.

12. **Consider approval of a final subdivision plat for Desert Bluff at Desert Canyons Townhomes Phase 2.**

BACKGROUND and RECOMMENDATION: This request is to consider the final subdivision plat for Desert Bluff at Desert Canyons Townhomes Phase 2, a 50-lot residential subdivision located at Desert Canyons Parkway and approximately 3980 East; zoning is PD-R. The final plat will be considered by the Planning Commission on August 13, 2019.

13. **Consider approval of a final subdivision plat for Desert Hollow Phase 1.**

BACKGROUND and RECOMMENDATION: This request is to consider the final subdivision plat for Desert Hollow Phase 1, a 21-lot residential subdivision located at Broken Mesa Drive and Zelda Drive; zoning is PD-R. The final plat will be considered by the Planning Commission on August 13, 2019.

14. **Consider approval of a final subdivision plat for Desert Solace.**

BACKGROUND and RECOMMENDATION: This request is to consider the final subdivision plat for Desert Solace, a 12-lot residential subdivision located at Rimrunner Drive and approximately 3200 East; zoning is R-1-10. The final plat will be considered by the Planning Commission on August 13, 2019.

15. **Consider approval of a final subdivision plat for Maple Estates Phase 5.**

BACKGROUND and RECOMMENDATION: This request is to consider the final subdivision plat for Maple Estates Phase 5, a 5-lot residential subdivision located at Banded Hills Drive and Jessamine Circle; zoning is R-1-10. The final plat will be considered by the Planning Commission on August 13, 2019.

16. **Consider approval of a final subdivision plat for Sentieri Canyon at Divario.**

BACKGROUND and RECOMMENDATION: This request is to consider the final subdivision plat for Sentieri Canyon at Divario, a 50-lot residential subdivision located at Sentieri Vista Drive and Ceresole Drive; zoning is R-1-10. The final plat will be considered by the Planning Commission on August 13, 2019.

17. **Consider approval of a final subdivision plat for Stone Cliff Subdivision Phase 16B.**

BACKGROUND and RECOMMENDATION: This request is to consider the final subdivision plat for Stone Cliff Subdivision Phase 16B, a 15-lot residential subdivision located at Marble Drive and Shale Circle; zoning is PD-R. The final plat will be considered by the Planning Commission on August 13, 2019.

18. **Consider approval of a final subdivision plat for White Sands Phase 7 Subdivision.**

BACKGROUND and RECOMMENDATION: This request is to consider the final subdivision plat for White Sands Phase 7 Subdivision, a 9-lot residential subdivision located at Wolf Hole Drive at approximately 1700 East; zoning is R-1-10. The final plat will be considered by the Planning Commission on August 13, 2019.

19. **Consider approval of an amended final plat subdivision for Tonaquint Heights Phase 1 Amended.**

BACKGROUND and RECOMMENDATION: This request is to consider an amended final subdivision plat for Tonaquint Heights Phase 1 Amended located at Chandler Drive and approximately 1100 West. The purpose of this amended final subdivision plat is to adjust the internal lot restriction and increase the buildable area within each lot located within this plat; zoning is R-1-40. The amended final plat will be considered by the Planning Commission on August 13, 2019.

20. **Consider approval of an amended final plat subdivision for Tonaquint Heights Phase 2 Amended.**

BACKGROUND and RECOMMENDATION: This request is to consider an amended final subdivision plat for Tonaquint Heights Phase 2 Amended located at Chandler Drive and 1170 West Street. The purpose of this amended final subdivision plat is to adjust the internal lot restriction and increase the buildable area within each lot located within this plat; zoning is R-1-40. The amended final plat will be considered by the Planning Commission on August 13, 2019.

21. **Consider approval of an amended final plat subdivision for Tonaquint Heights Phase 3 Amended.**

BACKGROUND and RECOMMENDATION: This request is to consider an amended final subdivision plat for Tonaquint Heights Phase 3 Amended located at Chandler Drive and approximately 1200 West Street. The purpose of this amended final subdivision plat is to adjust the internal lot restriction and increase the buildable area within each lot located within this plat; zoning is R-1-40. The amended final plat will be considered by the Planning Commission on August 13, 2019.

22. **Appointments to Boards and Commissions of the City.**

23. **Reports from Mayor, Councilmembers, and City Manager.**

24. **Request a closed session to discuss litigation, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**

Christina Fernandez, City Recorder

August 12, 2019
Date

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

DRAFT

Agenda Item Number : 1a

Request For Council Action

Date Submitted	08/01/2019 12:51 PM
Proposed City Council Date	08/15/2019
Applicant	Millie Cockerill
Subject	Consider award of bid to Royal T Enterprises for the Virgin River South Trail - Rustic Trail Head to Springs Park.
Background	This contract combines three (3) projects; 1) asphalt trail from the rustic trailhead to Springs Park - $410,775.30; 2) Springs Erosion Protection Repair - $189,894.00; and 3) Santa Clara River Trail erosion protection repair under I-15 - $49,315.00. The trail project includes drainage, asphalt trail with striping, and bridge crossing. The erosion repair projects include excavation and rip-rap placement, concrete pavement and guardrail. This was a formal bid and four bids were received.
Proposed Resolution	Staff recommends approval
Cost	$649,984.30
Action Taken	
Requested by	Brett Whitelaw
File Attachments	bidtab18-041-vrsouthtrail-rthtosp080119125151.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 628,049

VRST-RTH TO SPRINGS, SPRINGS EROSION PROTECTION REPAIR, SANTA CLARA RIVER TRAIL EROSION PROTECTION REPAIR @ I-15

Bid Opening Date: July 30, 2019 INQUIRY #18-041

NO.	ITEM	QTY	UNIT	ENGINEER'S ESTIMATE		Progressive Contracting Inc		JP Excavating		Royal T Enterprises		Interstate Rock Products	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BID SCHEDULE 'A'													
1	MOBILIZATION	1	LS	$ 21,600.00	21,600.00	$ 26,042.00	26,042.00	$ 25,000.00	25,000.00	$ 25,000.00	25,000.00	$ 20,000.00	20,000.00
2	SWPPP	1	LS	$ 3,500.00	3,500.00	$ 9,744.00	9,744.00	$ 5,000.00	5,000.00	$ 10,000.00	10,000.00	$ 7,325.00	7,325.00
3	TRAFFIC CONTROL & SITE ACCESS	1	LS	$ 3,500.00	3,500.00	$ 8,120.00	8,120.00	$ 5,000.00	5,000.00	$ 10,000.00	10,000.00	$ 2,440.00	2,440.00
4	CLEAR AND GRUB	4.9	ACRE	$ 1,000.00	4,850.00	$ 812.00	3,938.20	$ 1,000.00	4,850.00	$ 2,000.00	9,700.00	$ 2,035.00	9,869.75
5	TRAIL EARTHWORK	3,633	CY	$ 7.00	25,431.00	$ 5.80	21,071.40	$ 8.00	29,064.00	$ 10.00	36,330.00	$ 8.50	30,880.50
6	CLASS I OR CLASS II SUBBASE (PIT RUN)	2,403	CY	$ 25.00	60,075.00	$ 26.20	62,958.60	$ 17.00	40,851.00	$ 15.00	36,045.00	$ 30.30	72,810.90
7	3" ROCK	1,651	CY	$ 35.00	57,785.00	$ 30.70	50,685.70	$ 35.00	57,785.00	$ 25.00	41,275.00	$ 30.15	49,777.65
8	TENSAR BX 1200 GEO-GRID	4,675	SY	$ 4.00	18,700.00	$ 4.11	19,214.25	$ 2.00	9,350.00	$ 3.50	16,362.50	$ 1.60	7,480.00
9	3/4" ROADBASE - 6" DEPTH	99,396	SF	$ 0.80	79,516.80	$ 0.70	69,577.20	$ 1.10	109,335.60	$ 0.65	64,607.40	$ 0.68	67,589.28
10	DEMOLISH AND REMOVE EXISTING ASPHALT	2,520	SF	$ 2.00	5,040.00	$ 0.29	730.80	$ 3.00	7,560.00	$ 2.00	5,040.00	$ 0.48	1,209.60
11	1/2" ASPHALT - 2 1/2" THICK	66,492	SF	$ 1.25	83,115.00	$ 1.51	100,402.92	$ 1.58	105,057.36	$ 1.50	99,738.00	$ 1.43	95,083.56
12	ASPHALT SEAL COATING	66,492	SF	$ 0.35	23,272.20	$ 0.20	13,298.40	$ 0.18	11,968.56	$ 0.20	13,298.40	$ 0.20	13,298.40
13	TRAIL STRIPING	5,578	LF	$ 0.50	2,789.00	$ 0.28	1,561.84	$ 0.30	1,673.40	$ 0.50	2,789.00	$ 0.30	1,673.40
14	ROCK RIPRAP - D50 = 12"	25	CY	$ 36.00	900.00	$ 42.07	1,051.75	$ 75.00	1,875.00	$ 30.00	750.00	$ 45.95	1,148.75
15	18" POLY PIPE	122	LF	$ 35.00	4,270.00	$ 45.06	5,497.32	$ 40.00	4,880.00	$ 25.00	3,050.00	$ 38.35	4,678.70
16	BOARDWALK CROSSING STRUCTURE	1	LS	$ 27,000.00	27,000.00	$ 33,677.12	33,677.12	$ 25,000.00	25,000.00	$ 5,000.00	5,000.00	$ 31,605.00	31,605.00
17	EARTH MOUNDS	2,642	CY	$ 7.00	18,494.00	$ 2.84	7,503.28	$ 10.00	26,420.00	$ 5.00	13,210.00	$ 3.95	10,435.90
18	TYPE 3 FLEXIBLE DELINEATOR	14	EA	$ 35.00	490.00	$ 127.60	1,786.40	$ 102.00	1,428.00	$ 100.00	1,400.00	$ 105.00	1,470.00
19	REINFORCED CONCRETE FLATWORK WITH ROADBASE	1,000	SF	$ 10.00	10,000.00	$ 11.67	11,670.00	$ 13.00	13,000.00	$ 10.00	10,000.00	$ 6.20	6,200.00
20	16' LIVESTOCK GATE	2	EA	$ 750.00	1,500.00	$ 435.00	870.00	$ 425.00	850.00	$ 1,250.00	2,500.00	$ 975.00	1,950.00
21	EQUESTRIAN STEP OVER FENCE	1	EA	$ 500.00	500.00	$ 116.00	116.00	$ 150.00	150.00	$ 1,000.00	1,000.00	$ 580.00	580.00
22	WOOD RAIL FENCE	71	LF	$ 25.00	1,775.00	$ 26.10	1,853.10	$ 25.00	1,775.00	$ 30.00	2,130.00	$ 28.90	2,051.90
23	6' SIDEWALK W/ROAD BASE	230	SF	$ 6.00	1,380.00	$ 11.36	2,612.80	$ 10.00	2,300.00	$ 5.00	1,150.00	$ 4.75	1,092.50
24	1' WIDE CONCRETE PAVING CURB	16	LF	$ 10.00	160.00	$ 117.23	1,875.68	$ 100.00	1,600.00	$ 25.00	400.00	$ 4.75	76.00
		BID SCHEDULE 'A' TOTAL			**$ 455,643.00**		**455,858.76**		**491,772.92**		**410,775.30**		**440,726.79**
BID SCHEDULE 'B'													
1	MOBILIZATION	1	LS	$ 15,600.00	15,600.00	$ 23,644.00	23,644.00	$ 20,000.00	20,000.00	$ 10,000.00	10,000.00	$ 6,850.00	6,850.00
4	CLEAR AND GRUB	9	AC	$ 1,000.00	9,000.00	$ 1,740.00	15,660.00	$ 1,000.00	9,000.00	$ 2,000.00	18,000.00	$ 4,535.00	40,815.00
25	TEMPORARY HAUL ROAD	4500	LF	$ 2.50	11,250.00	$ 6.96	31,320.00	$ 2.00	9,000.00	$ 2.00	9,000.00	$ 0.60	2,700.00
26	TEMPORARY DIVERSION CHANNEL	985	LF	$ 6.00	5,910.00	$ 13.92	13,711.20	$ 6.00	5,910.00	$ 10.00	9,850.00	$ 1.85	1,822.25
27	TEMPORARY STREAM CROSSING	1	EA	$ 2,500.00	2,500.00	$ 4,060.00	4,060.00	$ 6,500.00	6,500.00	$ 5,000.00	5,000.00	$ 5,700.00	5,700.00
28	ROCK RIP-RAP - D50 = 24"	1155	CY	$ 35.00	40,425.00	$ 33.75	38,981.25	$ 36.00	41,580.00	$ 30.00	34,650.00	$ 35.50	41,002.50
29	EARTHWORK (SEDIMENT REMOVAL)	33698	CY	$ 7.00	235,886.00	$ 7.48	252,061.04	$ 5.75	193,763.50	$ 3.00	101,094.00	$ 4.55	153,325.90
30	WILLOW CLUSTER PLANTING	92	EA	$ 75.00	6,900.00	$ 12.76	1,173.92	$ 10.00	920.00	$ 25.00	2,300.00	$ 17.80	1,637.60
		BID SCHEDULE 'B' TOTAL			**$ 327,471.00**		**380,611.41**		**286,673.50**		**189,894.00**		**253,853.25**
BID SCHEDULE 'C'													
31	MOBILIZATION/TRAFFIC CONTROL /SWPPP	1	LS	$ 2,100.00	2,100.00	$ 4,640.00	4,640.00	$ 4,000.00	4,000.00	$ 10,000.00	10,000.00	$ 1,616.00	1,616.00
32	GRADE PREPARATION	1	LS	$ 3,000.00	3,000.00	$ 6,960.00	6,960.00	$ 20,000.00	20,000.00	$ 10,000.00	10,000.00	$ 3,370.00	3,370.00
33	3/4" ROADBASE - 4" THICK	764	SF	$ 1.50	1,146.00	$ 0.84	641.76	$ 6.00	4,584.00	$ 5.00	3,820.00	$ 2.20	1,680.80
34	4" CONCRETE FLATWORK	764	SF	$ 10.00	7,640.00	$ 10.66	8,144.24	$ 20.00	15,280.00	$ 20.00	15,280.00	$ 6.85	5,233.40
35	SAFETY RAILING	227	LF	$ 130.00	29,510.00	$ 100.12	22,727.24	$ 82.00	18,614.00	$ 45.00	10,215.00	$ 45.60	10,351.20
		BID SCHEDULE 'C' TOTAL			**$ 43,396.00**		**43,113.24**		**62,478.00**		**49,315.00**		**22,251.40**
	BID TOTAL SCHEDULES 'A', 'B', 'C'				**$ 826,510.00**		**879,583.41**		**840,924.42**		**649,984.30**		**716,831.44**

TOTAL BID SUBMITTED 716,376.44
Difference 455.00

SCHEDULE C SUBMITTED 21,796.40
Difference 455.00

DRAFT

Agenda Item Number : 1b

Request For Council Action

Date Submitted	08/01/2019 12:10 PM
Proposed City Council Date	08/15/2019
Applicant	Millie Cockerill
Subject	Consider award of bid to Royal T Enterprises for the Virgin river South, Trail Repairs Project.
Background	This project is to repair parts of the existing trail from Bloomington Park to Las Colinas Park property. Project includes repair of existing trail sections, drainage structures, over-excavation, rock rip rap, gabion baskets, concrete pavement, and asphalt. This was a formal bid and three (3) bids were received.
Proposed Resolution	Staff Recommends Approval
Cost	$194,620.00
Action Taken	
Requested by	Brett Whitelaw
File Attachments	bidtab19-001-vrstrepairs-bloomingtonparktolascolinaspark080119121013.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 323,188.24

St. George City

BID TABULATION - VIRGIN RIVER SOUTH TRAIL REPAIRS - BLOOMINGTON PARK TO LAS COLINAS PARK

Bid Opening Date: July 30, 2019 INQUIRY #19-001 BUDGET 323,188.34

NO.	ITEM	QTY	UNIT	Engineer's Estimate		PROGRESSIVE CONTRACTING INC		ROYAL T ENTERPRISES		INTERSTATE ROCK PRODUCTS		AVERAGE	AVERAGE
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT	TOTAL
BASE BID ITEMS													
1	MOBILIZATION, TRAFFIC CONTROL, & SITE ACCESS	1	LS	$ 30,738.90	$ 30,738.90	$ 19,140.00	$ 19,140.00	$ 10,000.00	$ 10,000.00	$ 18,465.00	$ 18,465.00	$ 15,868.33	$ 15,868.33
2	SWPPP	1	LS	$ 3,500.00	$ 3,500.00	$ 5,800.00	$ 5,800.00	$ 10,000.00	$ 10,000.00	$ 4,250.00	$ 4,250.00	$ 6,683.33	$ 6,683.33
3	1/2" ASPHALT - 2 1/2" DEPTH	40,060	SF	$ 1.25	$ 50,075.00	$ 1.54	$ 61,692.40	$ 1.50	$ 60,090.00	$ 1.65	$ 66,099.00	$ 1.56	$ 62,627.13
4	ASPHALT GEOTEXTILE	40,060	SF	$ 0.35	$ 14,021.00	$ 0.16	$ 6,409.60	$ 0.10	$ 4,006.00	$ 0.12	$ 4,807.20	$ 0.13	$ 5,074.27
5	ASPHALT TACK COAT	40,060	SF	$ 1.25	$ 50,075.00	$ 0.08	$ 3,204.80	$ 0.10	$ 4,006.00	$ 0.13	$ 5,207.80	$ 0.10	$ 4,139.53
6	ASPHALT SEAL COAT	40,060	SF	$ 0.35	$ 14,021.00	$ 0.22	$ 8,813.20	$ 0.25	$ 10,015.00	$ 0.22	$ 8,813.20	$ 0.23	$ 9,213.80
7	TRAIL STRIPING	4,006	LF	$ 0.50	$ 2,003.00	$ 0.28	$ 1,121.68	$ 0.50	$ 2,003.00	$ 0.28	$ 1,121.68	$ 0.35	$ 1,415.45
8	DEMOLISH AND REMOVE CONCRETE TRAIL	6,920	SF	$ 2.50	$ 17,300.00	$ 3.79	$ 26,226.80	$ 2.00	$ 13,840.00	$ 1.30	$ 8,996.00	$ 2.36	$ 16,354.27
9	REPLACE CONCRETE TRAIL	6,920	SF	$ 15.00	$ 103,800.00	$ 15.08	$ 104,353.60	$ 5.00	$ 34,600.00	$ 10.70	$ 74,044.00	$ 10.26	$ 70,999.20
10	SUPPLEMENTAL 6" MINUS STABILIZATION ROCK	350	CY	$ 35.00	$ 12,250.00	$ 27.13	$ 9,495.50	$ 25.00	$ 8,750.00	$ 41.70	$ 14,595.00	$ 31.28	$ 10,946.83
11	GABION BASKET EROSION PROTECTION	34	CY	$ 35.00	$ 1,190.00	$ 267.67	$ 9,100.78	$ 100.00	$ 3,400.00	$ 240.00	$ 8,160.00	$ 202.56	$ 6,886.93
12	2'X2' CATCH BASIN	1	EA	$ 2,000.00	$ 2,000.00	$ 2,305.50	$ 2,305.50	$ 3,000.00	$ 3,000.00	$ 2,529.00	$ 2,529.00	$ 2,611.50	$ 2,611.50
13	12" RCP STORM DRAIN	115	LF	$ 36.00	$ 4,140.00	$ 79.61	$ 9,155.15	$ 30.00	$ 3,450.00	$ 51.20	$ 5,888.00	$ 53.60	$ 6,164.38
14	18" RCP STORM DRAIN	166	LF	$ 54.00	$ 8,964.00	$ 112.01	$ 18,593.66	$ 50.00	$ 8,300.00	$ 72.40	$ 12,018.40	$ 78.14	$ 12,970.69
15	ROCK INLET (ROCK RIPRAP - D50 = 4")	7	EA	$ 150.00	$ 1,050.00	$ 1,827.00	$ 12,789.00	$ 500.00	$ 3,500.00	$ 348.25	$ 2,437.75	$ 891.75	$ 6,242.25
16	ROCK OUTLET (ROCK RIPRAP - D50=12")	5	EA	$ 150.00	$ 750.00	$ 1,827.00	$ 9,135.00	$ 1,000.00	$ 5,000.00	$ 617.50	$ 3,087.50	$ 1,148.17	$ 5,740.83
17	SEDIMENT REMOVAL	2,400	CY	$ 7.00	$ 16,800.00	$ 10.15	$ 24,360.00	$ 2.00	$ 4,800.00	$ 13.82	$ 33,168.00	$ 8.66	$ 20,776.00
18	REMOVE TAMARISK	1	LS	$ 1,000.00	$ 1,000.00	$ 13,920.00	$ 13,920.00	$ 2,000.00	$ 2,000.00	$ 2,585.00	$ 2,585.00	$ 6,168.33	$ 6,168.33
19	INSTALL BOLLARD (OWNER FURNISHED)	1	EA	$ 250.00	$ 250.00	$ 2,204.00	$ 2,204.00	$ 500.00	$ 500.00	$ 657.25	$ 657.25	$ 1,120.42	$ 1,120.42
20	TEMPORARY HAUL ROAD	680	LF	$ 2.50	$ 1,700.00	$ 9.28	$ 6,310.40	$ 2.00	$ 1,360.00	$ 1.20	$ 816.00	$ 4.16	$ 2,828.80
21	TEMPORARY WASH CROSSING	1	EA	$ 2,500.00	$ 2,500.00	$ 3,132.00	$ 3,132.00	$ 2,000.00	$ 2,000.00	$ 1,100.00	$ 1,100.00	$ 2,077.33	$ 2,077.33
	BID TOTAL				$ 338,127.90		**357,263.07**		**194,620.00**		**278,845.78**		$ 276,909.62

DRAFT

Agenda Item Number : 1c

Request For Council Action

Date Submitted	08/07/2019 10:58 AM
Proposed City Council Date	08/15/2019
Applicant	Jay Sandberg
Subject	Consider award of bid to JP Excavating for the Ft. Pierce Wash Sediment Removal project.
Background	This project excavates and disposes of sediment from within the Fort Pierce Wash upstream and downstream of the River Road Bridge. This was a formal bid and five bids were received. The total project cost including engineering is $1,084,341.50. The Washington County Flood Control Authority portion is $410,680.
Proposed Resolution	Staff recommends approval
Cost	$1,034,441.00
Action Taken	
Requested by	Brett Whitelaw
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	N/A **Amount:**

DRAFT

Agenda Item Number : 1d

Request For Council Action

Date Submitted	08/08/2019 07:26 AM
Proposed City Council Date	08/15/2019
Applicant	Joe Robinson
Subject	Consider approval to purchase a 2019 Johnston Mechanical Sweeper from Cate Rental & Sales.
Background	This item is to replace an existing Streets Division sweeper as approved in the budget for FY19-20. The new is a 2019 Johnston Mechanical Sweeper for $257,836.10 and is being funded by the Drainage Utility Fund. The purchase is to be made from a State of Utah contract which satisfies the procurement requirements.
Proposed Resolution	Staff recommends approval of the mechanical sweeper purchase from Cate Rental & Sales.
Cost	$257,836.10
Action Taken	
Requested by	Cameron Cutler
File Attachments	catesweeper080819075201.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 277,000

UNIT SALES ORDER

CATE RENTAL & SALES, LLC
2055 South Pioneer Road, Salt Lake City, Utah 84104-4231
P.O. Box 27073, Salt Lake City, Utah 84127-0073
Toll Free: (800) 453-8248 Phone: (801) 973-2900 Fax: (801) 973-2940
www.cateequipment.com
Sales - Rentals - Parts - Service

Document:	**Q54440**
Customer:	**19166**
Date:	**07/08/2019**

Customer Phone: 435/627-4000
Contact Phone: 435/627-4000

Ship Via:
F.O.B.:

SOLD TO
ST. GEORGE CITY
ACCOUNTS PAYABLE
175 E. 200 NO.
ST. GEORGE UT 84770

SHIP TO
DAVE TERRY
ST. GEORGE CITY
ACCOUNTS PAYABLE
175 E. 200 NO.
ST. GEORGE UT 84770

Location	Customer P.O.	Date Shipped	Terms	Salesman
007	**NEEDED**		**DUE ON RECEIPT**	**GREG L. RUTHER**

Ord.	Ship	B.O.	Mfr	Model / Part Number	Description / Unit Number	Unit Price	Amount
1	**1**		**JS**	**ES351**	**209672 09672R**	**276,900.00**	**$276,900.00**
					MECHANICAL SWEEPER 2019 JOHNSTON MODEL ES351 MECHANICAL SWEEPER STANDARD EQUIPPED WITH THE FOLLOWING OPTIONS: DUAL GUTTER BROOM - INCLUDES DUAL IN-CAB GUTTER BROOM CONTROLS, DOWN PRESSURE & SPEED; GUTTER BROOM IN-CAB TILT CONTROL - DUAL; GUTTER BROOM IN-CAB LATERAL CONTROL - HYD VARIABLE; STRIP MAIN BROOM W/ MANDRELL ILOS TUBE BROOM; BRUSH DIRT SHOES ILOS T-PLATES; LOW PRESSURE SPRAYBAR FOR REAR PICK-UP BROOM;		
					REAR MOUNTED LED STROBE W/ LIMB GUARD; HOPPER WORKLIGHT - WHITE LED; CAMERA SINGLE REAR VISION W/ 7" DISPLAY; SPLIT ARROW STICK LED; PM-10 DUAL, ADDS 9 EXTRA SPRAY NOZZLES PER SIDE. S/N 209672 2019 FREIGHTLINER M2 CONVENTIONAL CHASSIS, AIR RIDE CAB, CUMMINS 6.7 260HP ENGINE W/ EPA GHG17 EMISSIONS, CHALMERS CSI 1023 REAR SUSPENSION. VIN# 1FVACXFCXKHKJ1561		
	1			**RENTS APPLIED**		**-26,000.00**	**-$26,000.00**
	1			**GRACO AUTO LUBE SYSTEM**		**6,936.10**	**$6,936.10**
				SUBTOTAL			**$257,836.10**
					UTAH GOVERNMENT 11969379-002-STC		

Total Amount: **$257,836.10**

Customer Signature: _____

FILE COPY

Form Unit Sales Order

UNIT SALES ORDER

CATE RENTAL & SALES, LLC
2055 South Pioneer Road, Salt Lake City, Utah 84104-4231
P.O. Box 27073, Salt Lake City, Utah 84127-0073
Toll Free: (800) 453-8248 Phone: (801) 973-2900 Fax: (801) 973-2940
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Location	Customer P.O.	Date Shipped	Terms	Salesman
007	**NEEDED**		**DUE ON RECEIPT**	**GREG L. RUTHER**

Ord.	Ship	B.O.	Mfr	Model / Part Number	Description / Unit Number	Unit Price	Amount
1	1		JS	ES351	209672 09672R	276,900.00	$276,900.00
					MECHANICAL SWEEPER 2019 JOHNSTON MODEL ES351 MECHANICAL SWEEPER STANDARD EQUIPPED WITH THE FOLLOWING OPTIONS: DUAL GUTTER BROOM - INCLUDES DUAL IN-CAB GUTTER BROOM CONTROLS, DOWN PRESSURE & SPEED; GUTTER BROOM IN-CAB TILT CONTROL - DUAL; GUTTER BROOM IN-CAB LATERAL CONTROL - HYD VARIABLE; STRIP MAIN BROOM W/ MANDRELL ILOS TUBE BROOM; BRUSH DIRT SHOES ILOS T-PLATES; LOW PRESSURE SPRAYBAR FOR REAR PICK-UP BROOM;		
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	1			**RENTS APPLIED**		**-26,000.00**	**-$26,000.00**
	1			**GRACO AUTO LUBE SYSTEM**		**6,936.10**	**$6,936.10**
				SUBTOTAL			**$257,836.10**
					UTAH GOVERNMENT 11969379-002-STC		

Total Amount: **$257,836.10**

CUSTOMER COPY

Form Unit Sales Order

Johnston
NORTH AMERICA

Customer	Date
St George	7/1/2019
ES351 Demo unit s/n 209672	
Sourcewell Member # 122017 - JTN	PO#

ES351 Standard Sweeper Equipment

Prices effective January 2019

Standard Factory Warranty: 2 years or 2,000 Hours

Sweeping Equipment powered by Chassis Engine via "Hot Shift" transmission PTO	Centralized Systems Locker for hydraulics, water and pneumatics
4.5 Cubic Yard Stainless Steel Hopper with Lifetime Warranty	All wiring is color coded and numbered
Stainless Steel Hopper with Window and skylight	Dust Proof Electrical Wiring - IP65 Standards
Variable High Dump - ground to 12' 5" w/ dump angle of 54 degrees	Water Proof Electrical Wiring - IP67 Standards
Large Hopper Access Door	25' Hydrant Hose with Coupling & Wrench
44" dual gutter brooms - leading arm digger type; work together or independently	Dual Rear Work Lights
In Cab Gutter Broom Speed Control	Gutter Broom work lights
In Cab Gutter Broom Down Pressure Control	(2) Rear LED Flashing Strobes
Manual Gutter Broom lateral adjustment with pin stops to achieve 12 foot sweep path	Rear Main Broom Cover and Anti-carryover wrap
In Cab conveyor height adjustment.	Sweep Pause and Resume System
Conveyor -12 flight squeegee with hardened polyurethane sprockets and Stainless Steel wear plates	Water Fill, Anti-siphon
Conveyor Bearings - sealed and self-aligning	Tool Storage
Conveyor Flush Out System	Electric Back-Up Alarm
Conveyor raise in reverse & Stall Alarm	Water Tank - 360 Gallons molded polyethylene.
Main Tube Broom - 34.5" x 58" polypropylene; direct hydraulically driven	Spray Nozzles - 4 at each gutter broom & 4 across front bumper
Dirt Shoes - T-Plate heavy duty steel	Run-dry twin diaphragm water pump - hydraulically driven
Hydraulic System - load sensing w/ variable displacement pump	In Cab Low water alarm
Hydraulic Oil Temperature Gauge	1 each Sweeper Manuals - Operations, Parts and Service
Hydraulic Oil Filter Restrictor Indicator	Central Manual Lube System for Sweeper Only

QTY	ID Number	DESCRIPTION	2018 List Price	2018 Extended
1	ES35101	Dual Gutter Broom - Includes Dual In-Cab Gutter Broom Controls, Down Pressure and Speed	$189,750	$189,750
0	ES35102	Ultra High Dump - 14' 2" Scissor Lift	$5,175	$0
1	ES35103	Gutter Broom In-Cab Tilt Control - Dual	$4,025	$4,025
0	ES35104	Gutter Broom In-Cab Tilt Control - Single	$2,013	$0
1	ES35105	Gutter Broom In-Cab Lateral control - hydraulically variable	$4,140	$4,140
1	ES35106	Strip main broom with mandrel ILOS tube broom	$2,070	$2,070
1	ES35107	Brush dirt shoes ILOS T-plates	$1,380	$1,380
0	ES35108	Carbide Dirt Shoe ILOS Steel	$2,070	$0
1	ES35109	Low Pressure Spraybar - for rear pick-up broom	$863	$863
1	ES35110	Rear mounted LED Strobe w/ Limb Guard	$460	$460
1	ES35111	Hopper work Light - white LED	$661	$661
1	ES35112	Camera Single Rear Vision with 7 inch display	$1,725	$1,725
0	ES35113	Cameras Dual Rear & Side with 7 inch display	$2,875	$0
1	ES35114	Split Arrow Stick, LED	$1,840	$1,840
1	ES35115	PM-10 Dual, Adds 9 Extra Spray Nozzles Per Side	$4,830	$4,830
1	ES35116	Technical Manuals - additional copy supplied on CD	$345	$345
0	ES35117	Technical Manuals - hard copy of technical manuals, supplied in English	$460	$0
0	K37635	Custom Paint Color: Sweeper Body and or Chassis. Dealer must provide a 3x5 paint sample and the RAL or PPG paint code. **Get Quote**	$0	$0
			Subtotal	$212,089

QTY	SPECIAL BODY OPTIONS AND MODIFICATIONS	Price
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
	Sweeper Body Options Subtotal	$212,089

Standard Chassis Equipment

AM/FM/WB Radio CD, A/C, Dual Air Suspension Seats, AirRide Cab, Front Swaybar, Remote & Heated Mirrors, Back Up Alarm, Dualized Steering, and Allison 3500 RDS Transmission, 2 group 31 batteries 2250 CCA,160 amp Alternator, Battery disconnect, Right hand exhaust, power windows and locks. Two speed rear axle with a 6.17 / 8.42 ratio.

		2018 List Price	2018 Extended
1	2019 Freightliner M2 Conventional Chassis, Air Ride Cab, Cummins 6.7 260 HP Engine with EPA GHG17 Emissions. **Chalmers CSI 1023 Rear Suspension**	$135,700	$135,700
0	2019 International 4300 Conventional Chassis, Air Ride Cab,Cummins 6.7 260 HP Engine with EPA GHG17 Emissions.**Chalmers CSI 1023 Rear Suspension**	$135,700	$0

QTY	SPECIAL CHASSIS OPTIONS AND MODIFICATIONS	Price
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0	ES351 Demo unit s/n 209672 -Discount	-$70,889
0	**FREIGHT**	$0
	Total Investment	$276,900

Purchase Order # _____

Print Name _____

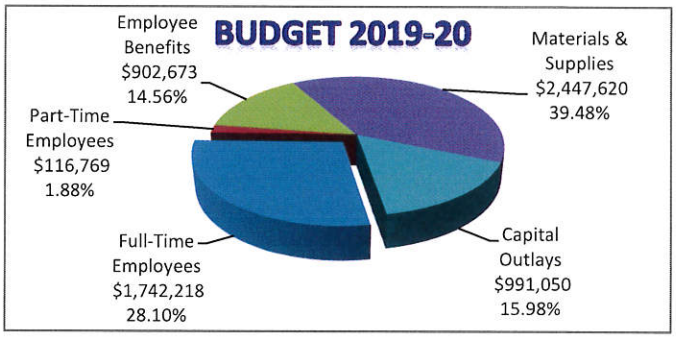
Signature _____

Date _____

The Streets Division is part of the Public Works Department. Streets maintains 1,554 lane-miles of roadway which includes but is not limited to asphalt repair, chip-seal, striping, signing, traffic signals, weed abatement, flood control, storm drain installation and cleaning, sweeping, concrete repair, hazardous sidewalk replacement and the Reuse Center.

BUDGET SUMMARY

	2019-20 Recommended Budget
Full-Time Employees	$ 1,742,218
Part-Time Employees	$ 116,769
Employee Benefits	$ 902,673
Materials & Supplies	$ 2,447,620
Capital Outlays	$ 991,050
TOTAL	$ 6,200,330



SALARIES & BENEFITS

Authorized Full-Time Positions

- Streets Superintendent
- Crew Supervisor (4)
- Equipment Operator (20)
- Streets System Administrator
- Streets Technician (3)
- Traffic Control Specialist
- Traffic Control Supervisor
- Traffic Control Technician (5)

Total Positions	
2011	32
2012	32
2013	32
2014	33
2015	33
2016	33
2017	34
2018	34
2019	36
2020	36

% of Salaries & Benefits to Recommended Dept. Budget 45%

CAPITAL OUTLAYS

	Requested	Recommended
Street Name Signs	10,000	10,000
Traffic Signal Detection	52,000	52,000
Traffic Signal Cabinets	14,000	14,000
School Crossing Lights	8,550	8,550
Signal Click 650 Upgrade	21,000	21,000
Roll-Off Truck for Reuse Center	170,000	170,000
Sweeper	295,000	277,000
MMU Tester	10,500	10,500
Backhoe	155,000	90,000
1 1/2 Ton Dump Truck	60,000	60,000
3/4 Ton Truck w/ Utility Bed	40,000	40,000
1 1/2 Ton Dump Truck	60,000	0
1/2 Ton Pickup	25,000	0
Retroreflectometer for Striping	18,000	18,000
Asphalt Paver* (split cost with Water Dept.)	220,000	220,000
	1,159,050	991,050

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-JTN

Proposer's full legal name: Johnston North America

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-JTN

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name JOHNSTON NORTH AMERICA

Authorized Signatory's Title GENERAL MANAGER

VENDOR AUTHORIZED SIGNATURE

TODD W. PARSONS
(NAME PRINTED OR TYPED)

Executed on FEB. 13, 2018

NJPA Contract # 122017-JTN

DRAFT

Agenda Item Number : 1e

Request For Council Action

Date Submitted	08/08/2019 07:30 AM
Proposed City Council Date	08/15/2019
Applicant	Joe Robinson
Subject	Consider approval to purchase a 2018 Leeboy Asphalt Paver 8616C from Cate Rental & Sales.
Background	This item is for a new asphalt paver which is being funded partially by Water Services in order to keep up with the various asphalt cut/trenching repairs throughout the City. This paver is larger/wider than the existing Streets Division paver, which will allow for larger areas to be paved by our Asphalt Crew. The purchase is to be made from a State of Utah contract.
Proposed Resolution	Staff recommends approval of the 2018 Leeboy Asphalt Paver 8616C from Cate Rental & Sales.
Cost	$196,800
Action Taken	
Requested by	Cameron Cutler
File Attachments	catesweeper080819075144.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 220,000

UNIT SALES ORDER

CATE RENTAL & SALES, LLC
2055 South Pioneer Road, Salt Lake City, Utah 84104-4231
P.O. Box 27073, Salt Lake City, Utah 84127-0073
Toll Free: (800) 453-8248 Phone: (801) 973-2900 Fax: (801) 973-2940
www.cateequipment.com
Sales - Rentals - Parts - Service

Document:	**Q54440**
Customer:	**19166**
Date:	**07/08/2019**

Customer Phone: 435/627-4000
Contact Phone: 435/627-4000

Ship Via:
F.O.B.:

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ST. GEORGE UT 84770

SHIP TO
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ST. GEORGE CITY
ACCOUNTS PAYABLE
175 E. 200 NO.
ST. GEORGE UT 84770

Location	Customer P.O.	Date Shipped	Terms	Salesman
007	**NEEDED**		**DUE ON RECEIPT**	**GREG L. RUTHER**

Ord.	Ship	B.O.	Mfr	Model / Part Number	Description / Unit Number	Unit Price	Amount
1	**1**		**JS**	**ES351**	**209672 09672R**	**276,900.00**	**$276,900.00**
					MECHANICAL SWEEPER 2019 JOHNSTON MODEL ES351 MECHANICAL SWEEPER STANDARD EQUIPPED WITH THE FOLLOWING OPTIONS: DUAL GUTTER BROOM - INCLUDES DUAL IN-CAB GUTTER BROOM CONTROLS, DOWN PRESSURE & SPEED; GUTTER BROOM IN-CAB TILT CONTROL - DUAL; GUTTER BROOM IN-CAB LATERAL CONTROL - HYD VARIABLE; STRIP MAIN BROOM W/ MANDRELL ILOS TUBE BROOM; BRUSH DIRT SHOES ILOS T-PLATES; LOW PRESSURE SPRAYBAR FOR REAR PICK-UP BROOM;		
					REAR MOUNTED LED STROBE W/ LIMB GUARD; HOPPER WORKLIGHT - WHITE LED; CAMERA SINGLE REAR VISION W/ 7" DISPLAY; SPLIT ARROW STICK LED; PM-10 DUAL, ADDS 9 EXTRA SPRAY NOZZLES PER SIDE. S/N 209672 2019 FREIGHTLINER M2 CONVENTIONAL CHASSIS, AIR RIDE CAB, CUMMINS 6.7 260HP ENGINE W/ EPA GHG17 EMISSIONS, CHALMERS CSI 1023 REAR SUSPENSION. VIN# 1FVACXFCXKHKJ1561		
	1			**RENTS APPLIED**		**-26,000.00**	**-$26,000.00**
	1			**GRACO AUTO LUBE SYSTEM**		**6,936.10**	**$6,936.10**
				SUBTOTAL			**$257,836.10**
					UTAH GOVERNMENT 11969379-002-STC		

Total Amount: **$257,836.10**

Customer Signature: _____

FILE COPY

Form Unit Sales Order

UNIT SALES ORDER

CATE RENTAL & SALES, LLC
2055 South Pioneer Road, Salt Lake City, Utah 84104-4231
P.O. Box 27073, Salt Lake City, Utah 84127-0073
Toll Free: (800) 453-8248 Phone: (801) 973-2900 Fax: (801) 973-2940
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Document:	**Q54440**
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Location	Customer P.O.	Date Shipped	Terms	Salesman
007	**NEEDED**		**DUE ON RECEIPT**	**GREG L. RUTHER**

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	1			**RENTS APPLIED**		**-26,000.00**	**-$26,000.00**
	1			**GRACO AUTO LUBE SYSTEM**		**6,936.10**	**$6,936.10**
				SUBTOTAL			**$257,836.10**
					UTAH GOVERNMENT 11969379-002-STC		

Total Amount: **$257,836.10**

CUSTOMER COPY

Form Unit Sales Order

Johnston
NORTH AMERICA

Customer	Date
St George	7/1/2019
ES351 Demo unit s/n 209672	
Sourcewell Member # 122017 - JTN	PO#

ES351 Standard Sweeper Equipment

Prices effective January 2019

Standard Factory Warranty: 2 years or 2,000 Hours

Sweeping Equipment powered by Chassis Engine via "Hot Shift" transmission PTO	Centralized Systems Locker for hydraulics, water and pneumatics
4.5 Cubic Yard Stainless Steel Hopper with Lifetime Warranty	All wiring is color coded and numbered
Stainless Steel Hopper with Window and skylight	Dust Proof Electrical Wiring - IP65 Standards
Variable High Dump - ground to 12' 5" w/ dump angle of 54 degrees	Water Proof Electrical Wiring - IP67 Standards
Large Hopper Access Door	25' Hydrant Hose with Coupling & Wrench
44" dual gutter brooms - leading arm digger type; work together or independently	Dual Rear Work Lights
In Cab Gutter Broom Speed Control	Gutter Broom work lights
In Cab Gutter Broom Down Pressure Control	(2) Rear LED Flashing Strobes
Manual Gutter Broom lateral adjustment with pin stops to achieve 12 foot sweep path	Rear Main Broom Cover and Anti-carryover wrap
In Cab conveyor height adjustment.	Sweep Pause and Resume System
Conveyor -12 flight squeegee with hardened polyurethane sprockets and Stainless Steel wear plates	Water Fill, Anti-siphon
Conveyor Bearings - sealed and self-aligning	Tool Storage
Conveyor Flush Out System	Electric Back-Up Alarm
Conveyor raise in reverse & Stall Alarm	Water Tank - 360 Gallons molded polyethylene.
Main Tube Broom - 34.5" x 58" polypropylene; direct hydraulically driven	Spray Nozzles - 4 at each gutter broom & 4 across front bumper
Dirt Shoes - T-Plate heavy duty steel	Run-dry twin diaphragm water pump - hydraulically driven
Hydraulic System - load sensing w/ variable displacement pump	In Cab Low water alarm
Hydraulic Oil Temperature Gauge	1 each Sweeper Manuals - Operations, Parts and Service
Hydraulic Oil Filter Restrictor Indicator	Central Manual Lube System for Sweeper Only

QTY	ID Number	DESCRIPTION	2018 List Price	2018 Extended
1	ES35101	Dual Gutter Broom - Includes Dual In-Cab Gutter Broom Controls, Down Pressure and Speed	$189,750	$189,750
0	ES35102	Ultra High Dump - 14' 2" Scissor Lift	$5,175	$0
1	ES35103	Gutter Broom In-Cab Tilt Control - Dual	$4,025	$4,025
0	ES35104	Gutter Broom In-Cab Tilt Control - Single	$2,013	$0
1	ES35105	Gutter Broom In-Cab Lateral control - hydraulically variable	$4,140	$4,140
1	ES35106	Strip main broom with mandrel ILOS tube broom	$2,070	$2,070
1	ES35107	Brush dirt shoes ILOS T-plates	$1,380	$1,380
0	ES35108	Carbide Dirt Shoe ILOS Steel	$2,070	$0
1	ES35109	Low Pressure Spraybar - for rear pick-up broom	$863	$863
1	ES35110	Rear mounted LED Strobe w/ Limb Guard	$460	$460
1	ES35111	Hopper work Light - white LED	$661	$661
1	ES35112	Camera Single Rear Vision with 7 inch display	$1,725	$1,725
0	ES35113	Cameras Dual Rear & Side with 7 inch display	$2,875	$0
1	ES35114	Split Arrow Stick, LED	$1,840	$1,840
1	ES35115	PM-10 Dual, Adds 9 Extra Spray Nozzles Per Side	$4,830	$4,830
1	ES35116	Technical Manuals - additional copy supplied on CD	$345	$345
0	ES35117	Technical Manuals - hard copy of technical manuals, supplied in English	$460	$0
0	K37635	Custom Paint Color: Sweeper Body and or Chassis. Dealer must provide a 3x5 paint sample and the RAL or PPG paint code. **Get Quote**	$0	$0
			Subtotal	$212,089

QTY	SPECIAL BODY OPTIONS AND MODIFICATIONS	Price
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
	Sweeper Body Options Subtotal	$212,089

Standard Chassis Equipment

AM/FM/WB Radio CD, A/C, Dual Air Suspension Seats, AirRide Cab, Front Swaybar, Remote & Heated Mirrors, Back Up Alarm, Dualized Steering, and Allison 3500 RDS Transmission, 2 group 31 batteries 2250 CCA,160 amp Alternator, Battery disconnect, Right hand exhaust, power windows and locks. Two speed rear axle with a 6.17 / 8.42 ratio.

		2018 List Price	2018 Extended
1	2019 Freightliner M2 Conventional Chassis, Air Ride Cab, Cummins 6.7 260 HP Engine with EPA GHG17 Emissions. **Chalmers CSI 1023 Rear Suspension**	$135,700	$135,700
0	2019 International 4300 Conventional Chassis, Air Ride Cab,Cummins 6.7 260 HP Engine with EPA GHG17 Emissions.**Chalmers CSI 1023 Rear Suspension**	$135,700	$0

QTY	SPECIAL CHASSIS OPTIONS AND MODIFICATIONS	Price
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0		$0
0	ES351 Demo unit s/n 209672 -Discount	-$70,889
0	**FREIGHT**	$0
	Total Investment	$276,900

Purchase Order # _____

Print Name _____

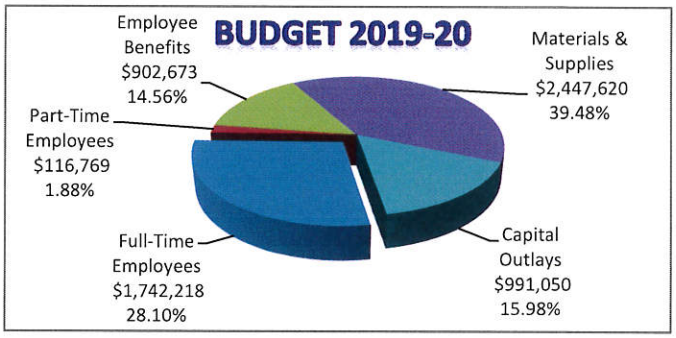
Signature _____

Date _____

The Streets Division is part of the Public Works Department. Streets maintains 1,554 lane-miles of roadway which includes but is not limited to asphalt repair, chip-seal, striping, signing, traffic signals, weed abatement, flood control, storm drain installation and cleaning, sweeping, concrete repair, hazardous sidewalk replacement and the Reuse Center.

BUDGET SUMMARY

	2019-20 Recommended Budget
Full-Time Employees	$ 1,742,218
Part-Time Employees	$ 116,769
Employee Benefits	$ 902,673
Materials & Supplies	$ 2,447,620
Capital Outlays	$ 991,050
TOTAL	$ 6,200,330



SALARIES & BENEFITS

Authorized Full-Time Positions

- Streets Superintendent
- Crew Supervisor (4)
- Equipment Operator (20)
- Streets System Administrator
- Streets Technician (3)
- Traffic Control Specialist
- Traffic Control Supervisor
- Traffic Control Technician (5)

Total Positions	
2011	32
2012	32
2013	32
2014	33
2015	33
2016	33
2017	34
2018	34
2019	36
2020	36

% of Salaries & Benefits to Recommended Dept. Budget 45%

CAPITAL OUTLAYS

	Requested	Recommended
Street Name Signs	10,000	10,000
Traffic Signal Detection	52,000	52,000
Traffic Signal Cabinets	14,000	14,000
School Crossing Lights	8,550	8,550
Signal Click 650 Upgrade	21,000	21,000
Roll-Off Truck for Reuse Center	170,000	170,000
Sweeper	295,000	277,000
MMU Tester	10,500	10,500
Backhoe	155,000	90,000
1 1/2 Ton Dump Truck	60,000	60,000
3/4 Ton Truck w/ Utility Bed	40,000	40,000
1 1/2 Ton Dump Truck	60,000	0
1/2 Ton Pickup	25,000	0
Retroreflectometer for Striping	18,000	18,000
Asphalt Paver* (split cost with Water Dept.)	220,000	220,000
	1,159,050	991,050

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-JTN

Proposer's full legal name: Johnston North America

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-JTN

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name JOHNSTON NORTH AMERICA

Authorized Signatory's Title GENERAL MANAGER

VENDOR AUTHORIZED SIGNATURE

TODD W. PARSONS
(NAME PRINTED OR TYPED)

Executed on FEB. 13, 2018

NJPA Contract # 122017-JTN

DRAFT

Agenda Item Number : 1f

Request For Council Action

Date Submitted	08/08/2019 07:17 AM
Proposed City Council Date	08/15/2019
Applicant	Cameron Cutler
Subject	Consider approval to purchase twelve (12) commercial sectional doors from Frontier Building Products.
Background	This is a sole source award. Needed replacement doors for fleet maintenance building. Doors match existing doors on new building so parts and supplies match.
Proposed Resolution	Approval
Cost	$61,176
Action Taken	
Requested by	Jay Sandberg
File Attachments	frontierbuildingproductsdoors080819075217.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 61,176

P.O. Box 1012
Cedar City, UT 84721
(435) 865-7001

To: City of St. George Fleet Maintenance
Re: St, George Fleet Maintenance – Old Building – Revised 6/11/19
Attn: Joseph Robinson

We propose to furnish and install the following product:
Note: Doors are specifications as doors installed on new building by Frontier, Including specialty glass "Solexia"

2 CHI Model 3216, 12'2" x 14'6" Commercial Sectional Door
(Car Wash Doors)
1 Row - Full View Windows
2" Thick Sections
26 Gauge Commercial Quality Steel
CFC-free Polyurethane-filled sandwich construction - R-Value 17.54
Four evenly spaced micro-grooves run horizontally across each section
Thermally-broken to eliminate thermal conduction
Color: Grey
3", 15" Radius Reverse Angle Track w/42" High Lift & Spring Bumpers.
25k High Cycle Springs, Solid Shaft,
Top Seal and Clip on Door Stop

Price: $8,890.00 Installed

4 CHI Model 3216, 12'2" x 14'6 Commercial Sectional Door
(Shop Doors)
Full View Windows in Sections 3-8
Solid Panels in Sections 1 & 2
2" Thick Sections
26 Gauge Commercial Quality Steel
CFC-free Polyurethane-filled sandwich construction - R-Value 17.54
Four evenly spaced micro-grooves run horizontally across each section
Thermally-broken to eliminate thermal conduction
Color: Grey
3", 15" Radius Reverse Angle Track w/42" High Lift & Spring Bumpers.
25k High Cycle Springs, Solid Shaft
Top Seal and Clip on Door Stop

Price: $19,720.00 Installed

P.O. Box 1012
Cedar City, UT 84721
(435) 865-7001

6 **CHI Model 3216, 14'2" x 14'6" Commercial Sectional Door**
(Shop Doors)
Full View Windows in Sections 3-8
Solid Panels in Sections 1 & 2
2" Thick Sections
26 Gauge Commercial Quality Steel
CFC-free Polyurethane-filled sandwich construction - R-Value 17.54
Four evenly spaced micro-grooves run horizontally across each section
Thermally-broken to eliminate thermal conduction
Color: Grey
3", 15" Radius Reverse Angle Track w/42" High Lift & Spring Bumpers.
25k High Cycle Springs, Solid Shaft
Top Seal and Clip on Door Stop

Price: $32,566.00 Installed

Project Total (12 Doors): $ 61,167.00 (Includes Quantity Discounts)

All Primary power and secondary wiring to be installed by others. All backing for track and springs will be installed by others. If for some reason the secondary wiring for the eyes and operator controls are not installed, Frontier Building Products can charge an additional amount per door for surface mount installation (amount to be quoted by Licensed Electrician).

Industry standard and customary general liability, automobile liability, and worker's compensation insurance limits apply. Special endorsements including but not limited to indemnification, waiver of subrogation, CG2037, and primary wording resulting in additional premiums is at the expense of the general contractor or owner. This proposal may be withdrawn by us if not accepted within 30 days, and/or shipment within 120 days. All work to be completed in a workmanlike manner. During installation of sectional overhead and/or rolling steel doors and upon completion of work Frontier Overhead Door will not be held liable for damage done by other trades.

Brenton Cheney, Sales Rep. 6/11/2019

Frontier Overhead Door, P.O. Box 1012, Cedar City, UT, 84720 Frontierdoor@gmail.com
Brenton Cheney, Office: 435-865-7001, Cell: 435-590-7001

ACCEPTANCE: Terms, Price and scope of work on all pages for this proposal are hereby accepted and the work is authorized.

1 JAN 2016

Sole Source Purchase

To ensure the fair and equitable treatment and to foster effective broad-based competition, a standard procurement process is followed whenever public funds are expended. Sole source contract awards do not involve a standard procurement process **and should only be used when justified after reasonable research has been conducted** to determine there are no other available sources can provide the needed goods or services.

Circumstances for which a sole source may be justified include:

(a) An item for which there is no comparable product or service, such as a one-of-a-kind item available from only one vendor;

(b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer; or

(c) An exclusive maintenance, service, or warranty agreement.

Utah Administrative Code R33-8-101a

See Also St. George City Code 1-10-B-5

NAME: Joseph Robinson DEPARTMENT: Fleet

DATE: 07/01/2019 Merchant: Frontier Building Products West

Product Description: Garage Doors

Why is the service or product only available from this single supplier?

They are the authorized dealer for the CHI garage doors.

Could the product be reasonably modified to allow for competition? ○ YES ◉ NO

Detail all research performed to determine there is only one source for this item. Including a list of names and vendors contacted that may provide similar products and a summary of their response:

I contacted Garage Doors Only, they said they don't carry the CHI brand garage door and that I would have to go through a CHI authorized dealer. They said they could get a similar product but it would not be the exact match. Our existing garage doors on our new and existing building are CHI doors. To match our existing garage doors parts and supplies, we would need to go with a CHI authorized dealer. It is important to have the same parts so we don't have to chase around different suppliers to repair the garage doors.

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase: _____

Department Head Signature

DRAFT

Agenda Item Number : 1g

Request For Council Action

Date Submitted	08/06/2019 12:01 PM
Proposed City Council Date	08/15/2019
Applicant	Jay Sandberg
Subject	Consider approval of a contract with Holbrook Asphalt, Inc. for HA5 seal coat for various streets within the city.
Background	This is a sole source award. The HA5 product is used to put a seal over newer (5-10 yr. old) residential streets, trails, and parking lots to slow the damage to asphalt from oxidation. The treatment is a lower cost option for extending the life of asphalt surfaces. It has been used previously throughout the city with excellent results. https://www.sgcity.org/transportationandengineering/pavementmanagement
Proposed Resolution	Approval
Cost	$$309,217.95
Action Taken	
Requested by	Jay Sandberg
File Attachments	hau195273stgcity-proposal080619120142.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** $309,217.95

HOLBROOK ASPHALT CO.
Asset Preservation

Utah Office
1545 E Commerce Dr.
St. George, UT 84790
435.652.4427

Nevada Office
2900 Meade Ave, Ste 7
Las Vegas, NV 89118
702.823.3902

Arizona Office
3806 S 16th Street
Phoenix, AZ 85040
602.307.0425

PROPOSAL

Date	Number
Aug 05, 2019	HAU 195273

www.HolbrookAsphalt.com

Client	Project Description	Project Location
City of St. George Attn: Jay Sandberg 175 East 200 North St George, UT 94770	2019 HA5 Project **Advisor:** Mark Beatty mark@holbrookasphalt.com 435-862-8064	City of St. George- Multiple Locations

	Description	Qty	U/M	Price	Total
452	**HA5 (HDMB) SF** • Clean & prepare surface using high pressure air & wire bristle brooms • Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment • No guarantee surface treatments will adhere to areas saturated with motor oil • HA5 meets demands of High Density Mineral Bond Specification established by agency engineers	1,787,387	SqFt	$0.173	$309,217.95
				Total	**$309,217.95**

DRAFT

Agenda Item Number : 1h

Request For Council Action

Date Submitted	08/06/2019 12:26 PM
Proposed City Council Date	08/15/2019
Applicant	Jay Sandberg
Subject	Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for Virgin River South Area Right of Way Acquisition.
Background	This agreement with the Washington County Flood Control Authority is for reimbursement of costs for land acquisition in the area south of Man O War Bridge along the Virgin River. The WCFCA will fund 75% of the cost. Before the WCFCA or other entities such as NRCS or FEMA can provide funding for a project to clear debris and vegetation in the area, ROW needs to be obtained. The city funded portion of this project will be $62,000 and will require a budget opening.
Proposed Resolution	Approval
Cost	$$248,000
Action Taken	
Requested by	Jay Sandberg
File Attachments	2019virginriversouthreimbursementagreementwcfca2080619122632.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	No **Amount:**

WASHINGTON COUNTY FLOOD CONTROL AUTHORITY
REIMBURSEMENT AGREEMENT
FOR VIRGIN RIVER BLOOMINGTON SOUTH AREA
RIGHT OF WAY ACQUISTION
WITH CITY OF ST. GEORGE

THIS AGREEMENT dated the _____day of, _____2019, between St. George City, (hereinafter "CITY"), a municipal corporation, and the Washington County Flood Control Authority, (hereinafter "AUTHORITY").

RECITALS

Whereas, CITY and AUTHORITY wish to enter into an agreement to design flood control improvements known as the ***Virgin River Bloomington South Area Right of Way Acquisition*** located within the City of St. George, and hereinafter referred to as "Project", which shall be partially funded by the AUTHORITY; and

Whereas, AUTHORITY determined that the Project was within the mission of AUTHORITY, that they had funds available and that this was an appropriate project to assist on by providing funding therefore they authorized funding for the Project; and

WHEREAS, CITY will construct and manage the Project and AUTHORITY will reimburse CITY for a portion of the work done on the project as provided herein.

AGREEMENT

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

1. Project: At its own expense CITY shall design the Project as described in the scope of work (Exhibit A which is hereby incorporated into this document). All aspects of the work shall be under the direction of CITY and shall be the sole responsibility of CITY.

2. Compliance with City Design and Construction on Standards: CITY acknowledges and agrees that it must comply with all applicable laws and requirements necessary for compliance with the CITY design and construction standards.

3. Reimbursement: CITY and AUTHORITY anticipate the total cost of the Project to be up to $248,000. AUTHORITY agrees to reimburse CITY for 75% of the actual costs of the Project up to **$186,000** as follows: $10,000 in 2019; $20,000 in 2020; $90,000 in 2021; $66,000 in 2022. CITY agrees to pay the remaining costs of the Project. A cost breakdown of the Project is shown in Exhibit A.
   a. Payment of AUTHORITY's obligation shall be made within thirty (30) days of written notification of the completion of the Project and written proof of the actual costs of the Project.
   b. AUTHORITY reserves the right to adjust the payment plan if funds are not available. Available funds mean funds held by AUTHORITY in excess of 20% of the fees collected from the Primary Members of AUTHORITY during a fiscal year.

c. AUTHORITY shall not pay any CITY administrative fees. Administrative fees shall not be included in the price of the Project.
d. Pursuant to the Interlocal Agreement for the AUTHORITY the withdrawal of any Primary Member of the AUTHORITY from the AUTHORITY shall not adversely affect this Agreement or relieve the withdrawing Primary Member of its obligation to pay its share of obligations, indebtedness and liabilities incurred prior to withdrawal.

4. Indemnity. CITY shall defend, indemnify, save and hold harmless AUTHORITY, its governing body, officers, and agents against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the acts of City as they relate to this Agreement. In the event of any such claims made or suits filed against AUTHORITY, AUTHORITY shall give CITY prompt written notice. CITY agrees to defend against any claims brought or actions filed against AUTHORITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. Said attorney fees shall be reasonable and subject to review by CITY.

a. CITY shall indemnify, defend, save and hold harmless AUTHORITY, its governing body, officers, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:

i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of or in connection with the acts of City as they relate to this Agreement;

ii. CITY's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under this Agreement;

iii. claims by any employee of the CITY, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CITY'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CITY or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. AUTHORITY shall give CITY prompt written notice of any such claims or suits filed against AUTHORITY arising under this Agreement. CITY agrees to defend against any claims brought or actions filed against AUTHORITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. When a claim is brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ a separate attorney of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. CITY shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for AUTHORITY.

c. The insurance requirements in this agreement shall not be construed as limiting CITY'S liability. Irrespective of the requirements for CITY to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CITY of any obligations under this agreement.

5. Insurance: CITY shall have a continuing duty to require any contractor engaged to perform the work on the Project to procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the CITY, its agents, representatives, or employees in accordance with the CITY standard insurance requirements. CITY shall provide to the AUTHORITY for its records an insurance certificate from contractor naming the AUTHORITY as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise.

6. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of CITY and AUTHORITY, which consent, shall not be unreasonably withheld.

7. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, assigns, receivers and successors of the parties.

8. No Joint Venture, Partnership or Third Party Rights. Nothing in this Agreement is intended to,or shall be deemed to, constitute a partnership or joint venture between AUTHORITY and CITY. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

9. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

10. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this Agreement.

11. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

12. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

14. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be given in writing and shall be mailed to the following:

Washington County Flood Control Authority	St. George City
Attn: Washington County Public Works Director	Attn: Public Works Director
197 East Tabernacle	175 East 200 North

St. George, UT, 84770 St. George, Utah, 84770

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

15. Attorney Fees and Court Costs. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, court costs, and any other reasonable costs incurred in connection with such action, whether at trial or on appeal.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

17. Authority of Parties. The parties executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated.

Washington County Flood Control Authority:

_____
Jonathan T. Pike, Chairman

City of St. George:

_____
Jonathan T. Pike, Mayor

_____
Attest: Christina Fernandez, City Recorder

Approved as to form:

_____
Paula Houston, Deputy City Attorney:

STATE OF UTAH)
ss.
County of Washington)

On the _____ day of _____ 2019, personally appeared before me, Jonathan T. Pike, who being by me duly sworn did say that he is the Chairman of the Washington County Flood Control Authority Executive Committee and that he executed the foregoing document on behalf of said entity being authorized and empowered to do so.

_____
Notary Public

Exhibit A

Item	Amount
Property Agent	17,400
Title Costs	8,800
Property Costs	221,800
	248,000

DRAFT

Agenda Item Number : 1i

Request For Council Action

Date Submitted	08/08/2019 07:43 AM
Proposed City Council Date	08/15/2019
Applicant	Rich Stehmeier
Subject	Consider approval of a new private hanger lease agreement with Corporate Air Service, Inc. for Lot 1F .
Background	Corporate Air Services, Inc. (Todd Hughes) has requested to construct a hangar on Lot 1F. The hangar will have a parking area that will be shared by other future hangars in this designated area. Hughes Construction is building the hangar for Corporate Air Services, and plans have been under review by the City.
Proposed Resolution	Staff recommends approval of the hangar lease with Corporate Air Services on Lot 1F.
Cost	$
Action Taken	
Requested by	Cameron Cutler
File Attachments	2019-07-18cas-stg-hangarlease-coi-glexp2020-07-17080819074332.pdf corporateairserviceleaseagreementsigned-senttocityforapproval080819074332.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	No **Amount:**



PRIVATE HANGAR AGREEMENT

BETWEEN

CITY OF ST. GEORGE

And

CORPORATE AIR SERVICE, INC.

#1F

PRIVATE HANGAR AGREEMENT

THIS PRIVATE HANGAR AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the ____ day of _____, 201_, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and Corporate Air Service, Inc. an Private Corporation, ("Tenant").

RECITALS

WHEREAS, City operated a municipal airport located at 317 S. Donlee Drive, St. George, Utah 84770 (the "Former Airport") until on or about January 13, 2011; and

WHEREAS, City constructed a new airport located at 4550 S. Airport Parkway, St. George, Utah 84790 (the "Airport") and commenced operations at the Airport on or about January 13, 2011; and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for purposes of constructing and using a private hangar for aircraft as set forth in this Agreement;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS ($10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property described in Exhibit A together with the improvements constructed thereon by City (the "Premises"). City has authority to lease such Premises. Tenant agrees to accept the Premises "as is," and City makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

B. Construction of Tenant Improvements. Tenant shall construct on the Premises the improvements that are authorized by City from time to time as provided in Exhibit B (the "Tenant Improvements"). Tenant agrees that Tenant's construction of the Tenant Improvements as provided in this Agreement is a part of the consideration to City under this Agreement.

C. Purpose of Agreement. Tenant agrees that it shall use the Premises for the following purposes only: the parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes (including, but not limited to, parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft). An "Aircraft" shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide proof of the ownership or control of any Aircraft upon City's request.

The following are the make, model, and identification number of all Aircraft approved by City upon entering this Agreement, and Tenant shall provide the same information to City in writing when requesting approval for any subsequent Aircraft:

i. Make:

ii. Model:

iii. Identification Number:

D. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations, as such term is defined in Section 4.B) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

E. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to City, City reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

F. Enjoyment of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on _____, 20__ (the "Commencement Date") and shall continue until _____, 2049, (the "Expiration Date").

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C commencing on the Commencement Date. The rent for any fraction of a year shall be prorated. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C.

B. Additional Rent. Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed

by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that City determines (in City's sole discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Tenant shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Airport Building Development Standards, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon a written request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; any commercial activity; driving a motor vehicle at an Airport location other than a roadway or parking area (except in connection with parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft); the use of automobile parking areas in a manner not authorized by City; self-fueling activities on the Premises or any other area that City has not authorized; any use conflicting with Exhibit F; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Tenant's indemnification obligations set forth in Article 6, Tenant, at Tenant's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made to the Premises any alteration or improvement that is subject to City code requirements, and shall not alter or improve other areas of the Airport, without City's prior written consent (in City's sole discretion).

H. Signage and Advertising. Tenant is not authorized to install or operate any signage on the Premises or at the Airport except with the prior written approval of City (which may be given or withheld in City's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right (in City's sole discretion) to impose any Airport security requirements that City may determine. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within the Tenant Improvements or, with City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines, in its sole discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is equal to the level of maintenance maintained by the City in comparable areas and that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Tenant Improvements for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 7.

L. Operations. Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

ii. Safety. City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

iii. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties.

iv. Deficiencies. Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Tenant's operations:

a. Propose and Implement Cure. Tenant shall meet with the Airport Manager upon such manager's request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

b. Remove Employees and Associates. City shall have the right to require that Tenant remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of Section 4.L.iii or otherwise detrimental to City's interests at the Airport.

c. Liquidated Damages. City shall have the right to require Tenant to pay liquidated damages in connection with addressing any deficiency as further set forth in Exhibit C.

5. City's Rights and Obligations

A. Airport Maintenance. City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("City's Associates") reserves the right to enter the Premises as provided in this Section 5.B. City and City's Associates shall not be deemed guilty of trespass upon the Premises, or to have violated any of Tenant's rights hereunder, by reason of such an entrance into any portion of the Premises.

i. Without Notice. City and City's Associates shall have the right to enter the Premises (not including the Tenant Improvements) at any time and without prior notice, provided that they shall not unreasonably interfere with Tenant's use of the Premises. City and City's Associates shall have the right to enter the Tenant Improvements at any time and without prior notice for any purpose relating to any emergency, security or safety concern, or to investigate or remediate potential threats or hazards.

ii. Notice. In addition to the rights set forth in Section 5.B.i, City and City's Associates shall have the right to enter the Tenant Improvements for any other purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, and conduct Airport work) provided that they shall not unreasonably interfere with Tenant's use of the Premises. In connection with such entry, City shall provide twenty four (24) hours' advance notice to Tenant by sending a message to Tenant

if: (a) Tenant maintains on file with City a working email address (or an address in another format designated by City) that is capable of accepting messages for Tenant, and (b) Tenant provides to City a key or other access to the Premises by no later than the time of the entry. If Tenant does not comply with all of the foregoing conditions for such notice, City and City's Associates shall have the right to enter the Tenant Improvements as determined by City in City's sole discretion.

iii. Interviews. Tenant agrees to allow City to interview any of Tenant's employees to discuss any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.

C. City's Right to Work Within, Alter, or Recover Premises. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole discretion) determines to be in City's best interests, including, but not limited to, within the Premises. City may elect to pursue any such work without recovering the Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to Tenant and the Premises. City also has the right to recover all or any portion of the Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole discretion), City shall reduce Tenant's rent hereunder by the percentage of the Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Premises, or if any remaining portion of the Premises is not tenantable pursuant to City's determination, City may terminate this Agreement by including in the notice provided for in this Section 5.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, City shall pay only the following amount: the remaining, unamortized value of the Tenant Improvements (so long as such improvements are not in breach of this Agreement) based on amortizing Tenant's certified construction costs (determined pursuant to Exhibit B, Section B.8.a) using a straight-line method over a thirty (30) year period that commences on the Commencement Date. Such thirty-year period relates only to the calculation contained in this Section 5.C.i, and it does not alter any other provision of this Agreement (including, but not limited to, the term hereof or any termination rights).

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the Tenant Improvements (so long as such improvements are not in breach of this Agreement) and any movable property associated with Tenant's permitted uses under this Agreement. Tenant's rent at such new location shall be determined based on the actual square footage contained in Tenant's Premises at such new location.

iii. No Waiver. Nothing under this Section 5.C shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnity, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future

(including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) per occurrence (and one hundred thousand dollars ($100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars ($500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage or loss to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A of this Agreement.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by City, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. The obligations of this Section 7 shall survive any termination of this Agreement.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such assignment, encumbrance, or delegation for any or no reason in its sole discretion. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section 8.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 8.A.

B. Permitted Encumbrances.

i. Acceptable Request. Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such encumbrance shall be to secure financing for the Tenant Improvements; (b) such encumbrance shall only encumber Tenant's leasehold interest and shall not encumber any other interest whatsoever; (c) the lienholder must agree to maintain current contact information with City at all times; (d) the lienholder and Tenant must agree to provide to City concurrent copies of any notices of default sent to Tenant and all letters or other information exchanged between Tenant and the lienholder thereafter until such matter has concluded; (e) the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied; (f) such encumbrance shall be subordinate to the City's interests except as provided in Section 8.B.ii; (g) such encumbrance shall terminate prior to the Expiration Date of this Agreement; (h) by obtaining City's consent Tenant agrees that it shall not default on its commitment in connection with the permitted encumbrance (and any such default shall be a breach of this Agreement); and (i) the lienholder must certify to City that it has reviewed this Agreement, that it has accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement.

ii. Defaults. If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter interim terms with City to perform this Agreement, and the operator and terms must be acceptable to City in its sole discretion; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lienholder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have

a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure full performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole discretion; and (h) the City may required reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default under this Agreement. Upon such a default, City at any time may, but is not required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder, and City shall have no liability of any kind to any lienholder.

C. Subleasing. Upon obtaining City's prior written consent, which City may provide or withhold in City's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by City. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease in City's sole discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

9. Damage, Destruction, and Condemnation

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenantable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor

for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If City determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenantable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided in Exhibit B, Section B.7.

B. Remedies. Upon any default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance, together with interest and service fees for any past due amounts (as provided in Section 10.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by

Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

D. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

E. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements.

i. Disposition If Agreement Terminates Before Expiration Date. If this Agreement terminates for any reason before the Expiration Date, within ninety (90) days after such terminates, City, in its sole discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and title thereto shall vest in City automatically. Tenant shall surrender the Premises upon termination (and shall surrender any Tenant Improvements as accepted by City) in accordance with Section 11.B and Exhibit E, Section E.13. If City rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days thereof) remove all Tenant Improvements that were not accepted by City at Tenant's sole expense in a manner acceptable to City (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to remove any such improvements, City may do so in any manner acceptable to City pursuant to Section 10.B.

ii. Disposition Upon Expiration. Upon the expiration of this Agreement, Tenant may either: (a) transfer its interests in the Tenant Improvements to a party who, prior to such

expiration, has been accepted by City, in its sole discretion, and has entered an agreement for the Premises that is acceptable to City; or (b) Tenant shall surrender the Premises (in accordance with Section 11.B) and, within sixty (60) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to perform either such alternative, City shall have the rights set forth in Section 11.A.i and may exercise them at any time.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports (which City shall determine in its sole discretion).

D. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager
St. George Regional Airport
175 E. 200 N.
St. George, Utah 84770

If to Tenant:

Corporate Air Service, Inc.
P.O. Box 540700
North Salt Lake City, UT 84054

with a required, simultaneous copy to:

City Attorney
City of St. George
175 E. 200 N.
St. George, Utah 84770

with a required, simultaneous copy to:

Hughes General Contractors
P.O. Box 540700
North Salt Lake City, UT 84054

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A – F to this Agreement.

D. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Shawn Guzman, City Attorney

CORPORATE AIR SERVICE, INC.

By: Todd A. Hughes
Its: President

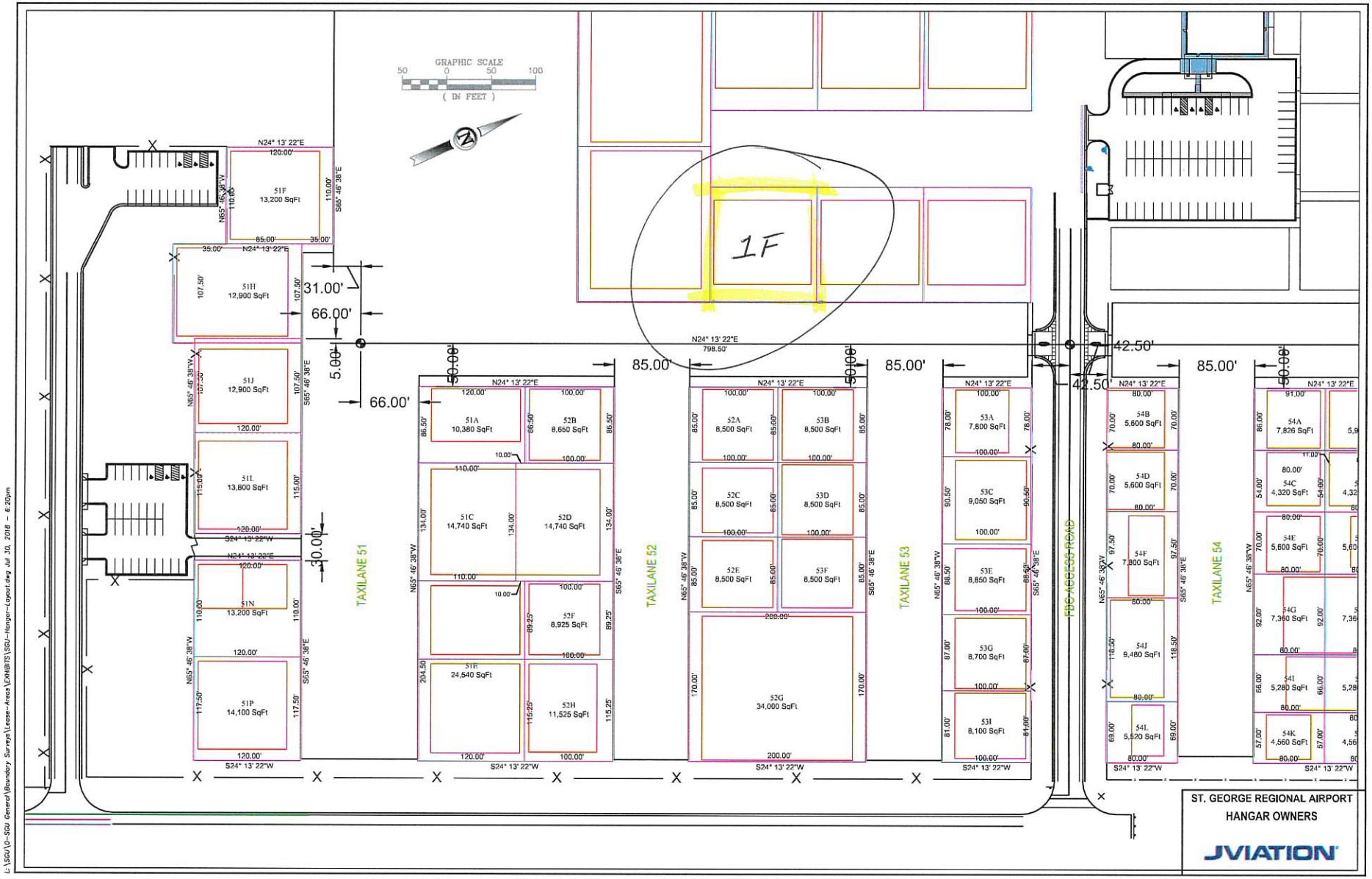
EXHIBIT A

PREMISES

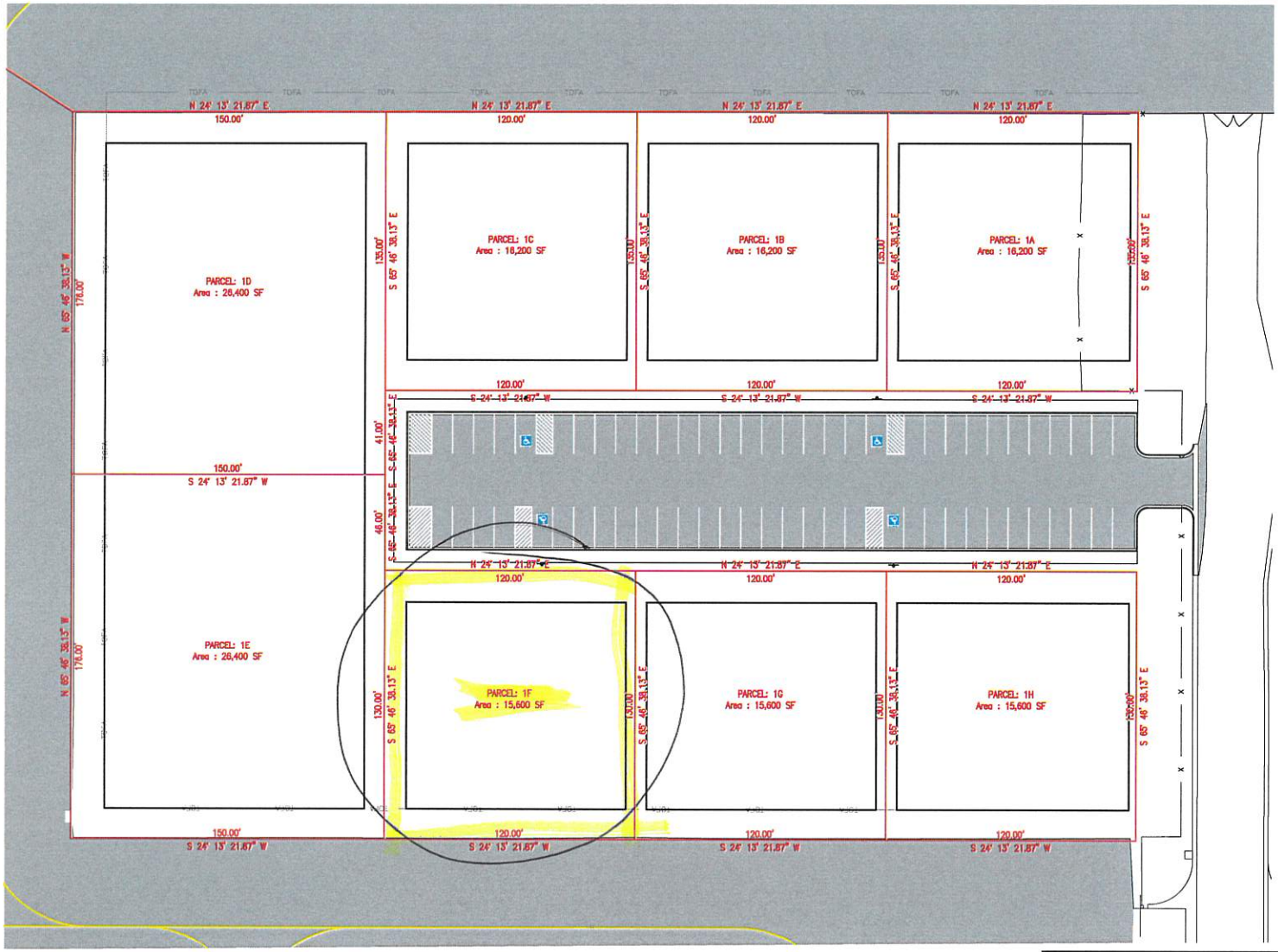
Property description of the Premises:

Lot(s) One-F (1F) on the St. George Airport Hangar Parcel Plat, which contains Fifteen-Thousand Six Hundred (15,600) square feet. For informational purposes, such lot is depicted on the following page.

The remainder of this page has been intentionally left blank



L:\SGU\0-SGU General\Boundary Surveys\Lease-Areas\EXHIBITS\SGU-Hangar-Layout.dwg Jul 30, 2018 - 6:20pm



METES AND BOUNDS DESCRIPTIONS FOR BLOCK-1, SOUTH BUSINESS HANGAR LEASE AREAS

BASIS OF BEARING IS NORTH 24° 07' 00.66" EAST ALONG THE LINE BETWEEN THE PACS (DXZ A) AND NORTH SACS (DXZ C) OF THE ST. GEORGE REGIONAL AIRPORT.

PARCEL 1A
BEGINNING AT A POINT SOUTH 35° 23' 27.56" EAST 1618.10' AND NORTH 56° 47' 45.40" EAST 1392.56' AND NORTH 24° 13' 21.87" EAST 390.00' FROM THE NORTHWEST SECTION CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 24° 13' 21.87" EAST 120.00'; THENCE SOUTH 65° 46' 38.13" EAST 135.00'; THENCE SOUTH 24° 13' 21.87" WEST 120.00'; THENCE NORTH 65° 46' 38.13" WEST 135.00' TO THE POINT OF BEGINNING. CONTAINING 16,200 SF.

PARCEL 1B
BEGINNING AT A POINT SOUTH 35° 23' 27.56" EAST 1618.10' AND NORTH 56° 47' 45.40" EAST 1392.56' AND NORTH 24° 13' 21.87" EAST 270.00' FROM THE NORTHWEST SECTION CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 24° 13' 21.87" EAST 120.00'; THENCE SOUTH 65° 46' 38.13" EAST 135.00'; THENCE SOUTH 24° 13' 21.87" WEST 120.00'; THENCE NORTH 65° 46' 38.13" WEST 135.00' TO THE POINT OF BEGINNING. CONTAINING 16,200 SF.

PARCEL 1C
BEGINNING AT A POINT SOUTH 35° 23' 27.56" EAST 1618.10' AND NORTH 56° 47' 45.40" EAST 1392.56' AND NORTH 24° 13' 21.87" EAST 150.00' FROM THE NORTHWEST SECTION CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 24° 13' 21.87" EAST 120.00'; THENCE SOUTH 65° 46' 38.13" EAST 135.00'; THENCE SOUTH 24° 13' 21.87" WEST 120.00'; THENCE NORTH 65° 46' 38.13" WEST 135.00' TO THE POINT OF BEGINNING. CONTAINING 16,200 SF.

PARCEL 1D
BEGINNING AT A POINT SOUTH 35° 23' 27.56" EAST 1618.10' AND NORTH 56° 47' 45.40" EAST 1392.56' FROM THE NORTHWEST SECTION CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 24° 13' 21.87" EAST 150.00'; THENCE SOUTH 65° 46' 38.13" EAST 176.00'; THENCE SOUTH 24° 13' 21.87" WEST 150.00'; THENCE NORTH 65° 46' 38.13" WEST 176.00' TO THE POINT OF BEGINNING. CONTAINING 26,400 SF.

PARCEL 1E
BEGINNING AT A POINT SOUTH 35° 23' 27.56" EAST 1618.10' AND NORTH 56° 47' 45.40" EAST 1392.56' AND SOUTH 65° 46' 38.13" EAST 176.00' FROM THE NORTHWEST SECTION CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 24° 13' 21.87" EAST 150.00'; THENCE SOUTH 65° 46' 38.13" EAST 176.00'; THENCE SOUTH 24° 13' 21.87" WEST 150.00'; THENCE NORTH 65° 46' 38.13" WEST 176.00' TO THE POINT OF BEGINNING. CONTAINING 26,400 SF.

PARCEL 1F
BEGINNING AT A POINT SOUTH 35° 23' 27.56" EAST 1618.10' AND NORTH 56° 47' 45.40" EAST 1392.56' AND SOUTH 65° 46' 38.13" EAST 352.00' AND NORTH 24° 13' 21.87" EAST 150' FROM THE NORTHWEST SECTION CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 65° 46' 38.13" WEST 130.00'; THENCE NORTH 24° 13' 21.87" EAST 120.00'; THENCE SOUTH 65° 46' 38.13" EAST 130.00'; THENCE SOUTH 24° 13' 21.87" WEST 120.00' TO THE POINT OF BEGINNING. CONTAINING 15,600 SF.

PARCEL 1G
BEGINNING AT A POINT SOUTH 35° 23' 27.56" EAST 1618.10' AND NORTH 56° 47' 45.40" EAST 1392.56' AND SOUTH 65° 46' 38.13" EAST 352.00' AND NORTH 24° 13' 21.87" EAST 270' FROM THE NORTHWEST SECTION CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 65° 46' 38.13" WEST 130.00'; THENCE NORTH 24° 13' 21.87" EAST 120.00'; THENCE SOUTH 65° 46' 38.13" EAST 130.00'; THENCE SOUTH 24° 13' 21.87" WEST 120.00' TO THE POINT OF BEGINNING. CONTAINING 15,600 SF.

PARCEL 1H
BEGINNING AT A POINT SOUTH 35° 23' 27.56" EAST 1618.10' AND NORTH 56° 47' 45.40" EAST 1392.56' AND SOUTH 65° 46' 38.13" EAST 352.00' AND NORTH 24° 13' 21.87" EAST 390' FROM THE NORTHWEST SECTION CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 65° 46' 38.13" WEST 130.00'; THENCE NORTH 24° 13' 21.87" EAST 120.00'; THENCE SOUTH 65° 46' 38.13" EAST 130.00'; THENCE SOUTH 24° 13' 21.87" WEST 120.00' TO THE POINT OF BEGINNING. CONTAINING 15,600 SF.

JVIATION®
35 SOUTH 400 WEST ➨ SUITE 200 ➨ ST. GEORGE, UTAH 84770
PHONE: 435-673-4677 ➨ FAX: 435-673-8484
➨ WWW.JVIATION.COM ➨

ST. GEORGE REGIONAL AIRPORT
ST. GEORGE, UT
BLOCK-1 LEASE DESCRIPTIONS
SOUTH BUSINESS HANGAR AREA

DATE: JUNE 3, 2019 SHEET: 2

L:\SGU\SGU-Loc1B-HANG_Parking-Utilities\CAD\EXHIBITS\Lease-Parcels_SGU-Loc1B-HANG.dwg Jun 03, 2019 - 5:12pm Samuel Rich

EXHIBIT B

TENANT CONSTRUCTION REQUIREMENTS

B.1 Authorization. Tenant shall not commence any construction on the Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to City when making any request to construct improvements. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole discretion. For any authorized project, Tenant shall provide City with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

B.2 Standard. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction activities.

B.4 Indemnification, Insurance, and Bonds. Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

a. Indemnity. Tenant shall require such associates to indemnify City in connection with City's interests consistent with the indemnity obligation of Section 6.A.

b. Insurance. Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars ($1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred

percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

B.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 6 and repair obligations under Section 4.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

B.6 Permits, Plan Checks Required. Tenant and Tenant's Associates who are performing any work relating to constructing improvements must comply with all City requirements applicable to construction, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

B.7 Default. Tenant shall comply with the construction schedule approved by City. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within ninety (90) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have all of the rights set forth in Section 11.A regarding a disposition of Tenant Improvements in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

B.8 Final Submittals. Tenant shall submit the following to City within ninety (90) days of beneficial occupancy:

a. Certified Financials. Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

b. Free of Liens. Tenant shall submit a statement that the Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. As-Built Drawings. Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications for Tenant Improvements constructed at the Airport (or in the case of Tenant Improvements relocated from the Former Airport, the plans and specifications relating to such relocation). Such plans and specifications shall include one set of bond paper "record" drawings and electronic drawings that conform to a format and to standards specified by City.

B.9 Initial Tenant Improvements. City has authorized and Tenant shall construct the initial Tenant Improvements that are summarized at Exhibit B, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

B.10 Release by Former Airport Tenants. If Tenant was a tenant at the Former Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between Tenant and City regarding the Former Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to City for any matter arising from or relating to Tenant's use, occupancy, or operations at the Former Airport during or prior to the time of Tenant's last entry upon the Former Airport. Tenant hereby releases, acquits, and forever discharges City and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against City arising from or relating to the Former Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

EXHIBIT B
ATTACHMENT 1

INITIAL TENANT IMPROVEMENTS

Date for Tenant's Access to the Premises: _____

The Commencement Date for this Agreement is stated in Section 2.

Schedule for Construction:

Commencement of the Work: _____

Substantial Completion: _____

Other schedule requirements shall be as set forth in the schedule submitted to City by Tenant.

Tenant shall cause the construction of the plans and specifications for Tenant Improvements as submitted to City, which may be summarized as follows:

Hangar and appurtenances as detailed in plans approved by the City of St. George

EXHIBIT C

RENT AND PAYMENT

C.1 Rent. Tenant shall pay ground rent pursuant to this Agreement as follows:

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
2016-2020	$0.214	15,600.00	$3,338.40
2021-2025	$0.255	15,600.00	$3,978.00
2026-2030	$0.303	15,600.00	$4,726.80
2031-2035	$0.361	15,600.00	$5,631.60
2036-2040	$0.430	15,600.00	$6,708.00
2041-2045	$0.511	15,600.00	$7,971.60
2046-2050	$0.605	15,600.00	$9,438.00

The rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

C.2 Payment of Any Amount Due. Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements that directly conflict with the following terms, such ordinance or other City requirements shall govern.

a. Past Due Amounts. Past due amounts are subject to Section 10.C of this Agreement.

b. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars ($50.00) per occurrence (or such other amount that the City may implement from time to time) in addition to other sums due under this Agreement.

c. No Demand and Effect of Payment. All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment

c. No Demand and Effect of Payment. All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

d. City Advances. If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same.

e. City Right to Apply. City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City in connection with the Airport, whether or not such obligation arises in connection with this Agreement.

f. Payment Address. Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George
Finance Department
175 East 200 North
St. George, UT 84770

g. Reestablishment of Rates and Charges. Except for the rent stated in Exhibit C, Section C.1, City in its sole discretion may from time to time reestablish (or newly initiate) any type of rates and charges at the Airport (in a manner consistent with Laws and Regulations) to provide for the Airport's operations.

h. No Interest. City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

i. Audit. If any sum relating to this Agreement is due based on records or calculations maintained by Tenant, Tenant agrees that City shall have the right to inspect, copy, and audit all such records and calculations. Tenant shall make such records and calculations available to City at City's offices within twenty-four (24) hours after City delivers to Tenant a written request for the same. Tenant shall maintain such records and calculations for three (3) years (during which this Agreement is in effect). City agrees that an audit of such records and calculations shall occur no more frequently than once each year. If as a result of any such audit it is established that Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall promptly pay such sums in accordance with the requirements of Section 10.C, and shall pay the

reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

C.3 Liquidated Damages. Tenant agrees that City will be damaged if Tenant fails to comply with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

a. Requesting Compliance. If Tenant fails to comply with any obligation under this Agreement, City may charge Tenant one hundred dollars ($100) for every written notice that City sends to Tenant requesting compliance.

b. Reestablishment of Damages. City reserves the right to reassess its costs from time to time in connection with taking the foregoing actions (or in connection with other actions that City takes to enforce this Agreement) and to reestablish the amount of the foregoing liquidated damages, or implement additional liquidated damages, based on City's cost increases.

EXHIBIT D

INSURANCE REQUIREMENTS

D.1. General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

D.2 Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

D.3. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

D.4. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

D.5 Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

a. Nondiscrimination Regarding USDOT Programs. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

c. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

d. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

e. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any

modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E.3. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

E.4. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E.5. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by City in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

E.7. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

E.8. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

E.9. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E.10. Art. Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

E.11. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

E.12. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

E.13. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

E.14. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

E.15. Time of Essence. Time is of the essence of this Agreement.

EXHIBIT F

HANGAR RULES

The rules set forth in this Exhibit F may be modified by City from time to time upon written notice to Tenant.

F.l Authorized Use Only. Tenant shall use the Premises only for the purposes permitted by this Agreement. No items unrelated to that purpose are to be stored on the Premises. Tenant may not store any property outside of the Tenant Improvements.

F.2 Storage of Certain Materials. Tenant shall store no explosives, solvents, or flammables with a flash point below 100 degrees Fahrenheit (100° F) on the Premises. Lubricating oil stored on the Premises must be in closed containers.

F.3 Close Doors. Tenant shall assure that all hangar doors for the Tenant Improvements are kept closed when the hangar is unattended.

F.4 Aircraft Maintenance and Repairs. Tenant shall not use the Premises for spray painting or doping (except for de minimus painting on a portion of the Aircraft on a non-commercial basis). Tenant may make or cause to be made on the Premises necessary repairs, light maintenance, and inspections to the Aircraft as required by Laws and Regulations to allow the Aircraft to be maintained in an airworthy condition. On a non-commercial basis, Tenant may also construct an Aircraft within the Tenant Improvements. Mechanics hired by Tenant to repair, maintain, or inspect said Aircraft must be properly licensed according to Laws and Regulations.

F.5 Fire Extinguisher. Tenant shall furnish a portable fire extinguisher (which meets the applicable fire code) and shall keep the same in the Tenant Improvements at all times, provide for the yearly inspection thereof by a certified fire extinguisher inspector, and report the use of any fire extinguisher equipment on the Premises to the Airport Manager.

F.6 Clean Premises. Tenant shall keep the Premises clean and free of debris and shall store garbage in a covered metal container.

F.7 Hoisting Devices. Tenant shall not use any hoisting device which in any way attaches to the structure of the Tenant Improvements. This does not preclude the use of a horizontal winch or similar device used to move the Aircraft into a hangar.

F.8 Self-Fueling. Tenant shall not conduct any self-fueling operations on the Premises. Tenant agrees that all self-fueling operations shall be subject to the Airport's self-fueling policies and fuel flowage fees.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: J. Lynn Sharp, CISR	
Dale Barton Agency 1100 East 6600 South Suite 400 Salt Lake City UT 84121-7418	PHONE (A/C, No, Ext): 801-288-1600	FAX (A/C, No): 801-288-1944
	E-MAIL ADDRESS: lsharp@dalebarton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Cincinnati Insurance Company	10677
INSURED CORPAIR-01 Corporate Air Service, Inc. P. O. Box 540700 North Salt Lake UT 84054	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 473828494 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EPP0497099	7/17/2019	7/17/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Property Coverage	Y	Y	EPP0497099	7/17/2019	7/17/2020	Building Special Form Deductible	$550,000 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance Coverage - Property located @ Lot 1F, 4550 S. Airport Drive, St. George, Utah 84770

CERTIFICATE HOLDER

City of Saint George
175 East 200 North
Saint George UT 84770

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

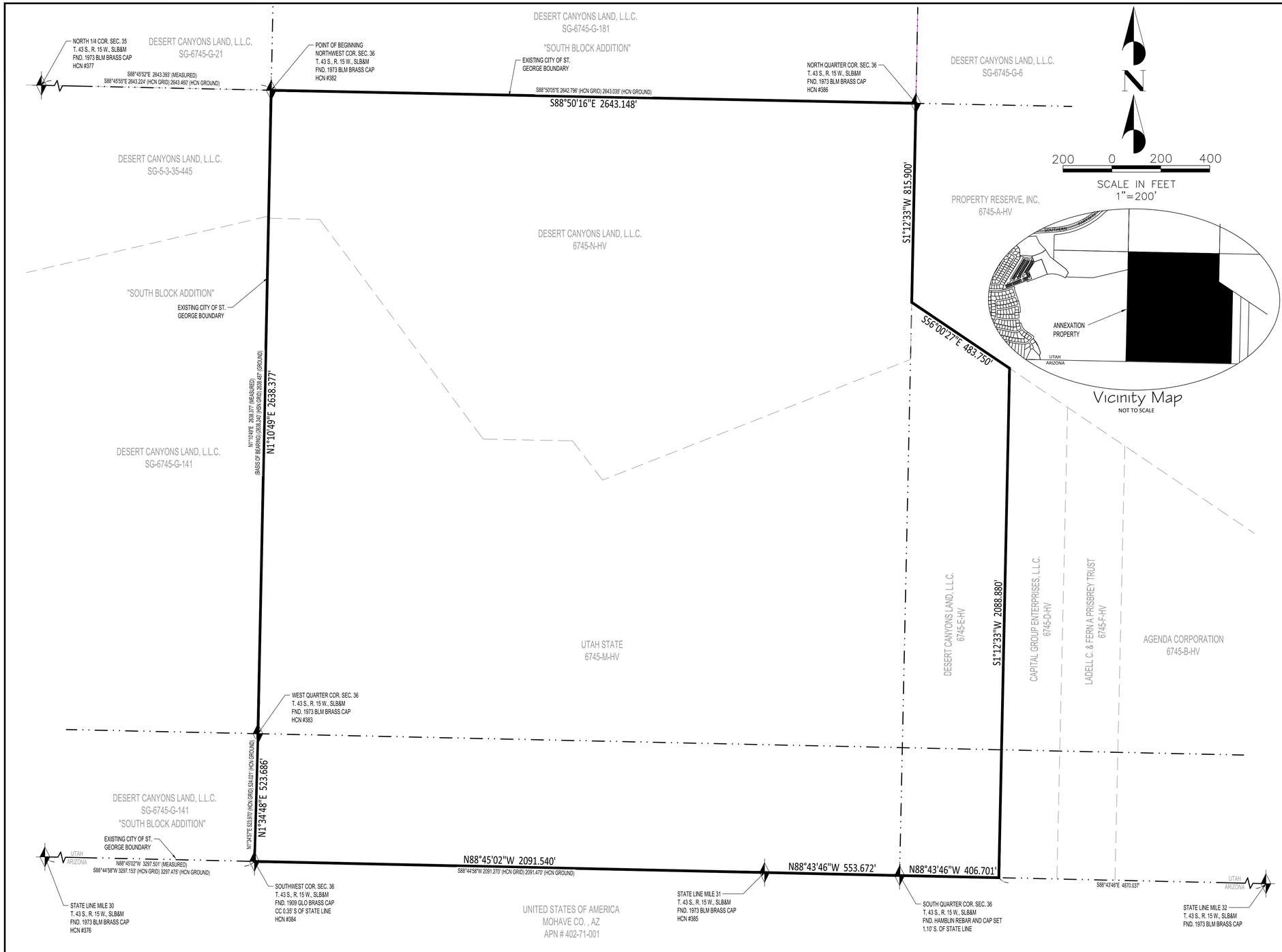
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DRAFT

Agenda Item Number : 02

Request For Council Action

Date Submitted	08/07/2019 02:36 PM
Proposed City Council Date	08/15/2019
Applicant	Curt Gordon, Desert Canyons Land LLC
Subject	Consideration of a resolution to accept or deny a Petition for Annexation for approximately 212.6 acres generally located in the southeast area and adjacent to the city limits.
Background	This property is located near the Desert Canyons development and is intended to be an expansion of that project. The resolution is the first step in the annexation process, which will be followed by the required noticing in the newspaper and public comment period.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS MAP CORRECTLY LANDS TO BE ADDED TO THE CORPORATE LIMITS OF THE CITY OF ST. GEORGE, HEREAFTER KNOWN AS:

DESERT CANYONS ADDITION

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°50'16" EAST ALONG THE SECTION LINE, A DISTANCE OF 2643.148 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 01°12'33" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 815.900 FEET; THENCE SOUTH 56°00'27" EAST 483.750 FEET; THENCE SOUTH 01°12'33" WEST 2088.880 FEET TO A POINT ON; ON THE UTAH/ARIZONA STATE BORDER, (SAID BORDER BEING MARKED BY 1973 BUREAU OF LAND MANAGEMENT BRASS CAP MARKING MILE 32 ON THE STATE BORDER AND A 1973 BUREAU OF LAND MANAGEMENT BRASS CAP MARKING MILE 31 ON THE STATE BORDER); THENCE NORTH 88°43'46" WEST ALONG THE SECTION LINE AND SAID STATE BORDER, A DISTANCE OF 406.701 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 88°43'46" WEST ALONG THE SECTION LINE AND SAID STATE BORDER, A DISTANCE OF 553.672 FEET TO SAID MILE MARKER 31; THENCE NORTH 88°45'02" WEST ALONG THE SECTION LINE AND SAID STATE BORDER, (SAID BORDER BEING MARKED BY 1973 BUREAU OF LAND MANAGEMENT BRASS CAP MARKING MILE 31 ON THE STATE BORDER AND A 1973 BUREAU OF LAND MANAGEMENT BRASS CAP MARKING MILE 30 ON THE STATE BORDER), A DISTANCE OF 2091.540 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE NORTH 01°34'48" EAST ALONG THE SECTION LINE, A DISTANCE OF 523.686 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 01°10'49" EAST ALONG THE SECTION LINE, A DISTANCE OF 2638.377 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,264,309 SQ. FT., (212.679 ACRES)

D. BRADFORD PETERSEN
STATE OF UTAH
No. 362255
DATE:

LEGEND

- SECTION LINE
- EXISTING PARCEL LINES
- BOUNDARY LINE
- SECTIONAL MONUMENT AS DESCRIBED HEREON.

ANNEXATION PLAT FOR DESERT CANYONS ADDITION

Located in Section 36, Township 43 South, Range 15 West, SLB&M
Land Annexed to the City of St. George from Washington County

CITY SURVEYOR'S APPROVAL	COUNTY SURVEYOR'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	RECORDED NUMBER
THE HEREON ANNEXATION PLAT PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF _____, A.D. 20____	THE HEREON ANNEXATION PLAT PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF _____, A.D. 20____	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE ANNEXATION PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____ A.D. 20____ HEREBY ACCEPT SAID ANNEXATION PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	
CITY SURVEYOR CITY OF ST. GEORGE	COUNTY SURVEYOR WASHINGTON COUNTY, UTAH	CITY ATTORNEY CITY OF ST. GEORGE	ATTEST: CITY RECORDER CITY OF ST. GEORGE MAYOR CITY OF ST. GEORGE	WASHINGTON COUNTY RECORDER

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

DRAFT

Agenda Item Number : 03

Request For Council Action

Date Submitted	08/06/2019 04:19 PM
Proposed City Council Date	08/15/2019
Applicant	Russ Key
Subject	Consider approval of an ordinance amending the General Plan from LDR (Low Density Residential) and OS (Open Space) to COM (Commercial) on approximately .77 acres generally located north of 700 North and west of 1700 East Streets.
Background	The General Plan land-use designation is currently Low Density Residential and Open Space, and the applicant would like to construct a warehouse for his business located adjacent to this property on Red Hills Parkway. The applicant is proposing to access this location from their existing business.
Proposed Resolution	The Planning Commission recommended approval.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketfactorypowersports080619161937.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

GENERAL PLAN AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 07/23/2019
CITY COUNCIL MEETING: 08/15/2019

General Plan Amendment
Factory Power Sports
Case No. 2019-GPA-009

Request:	A request to change the LDR (Low Density Residential) and OS (Open Space) land use designations to COM (Commercial) land use designation
Location:	North of 700 N. and west of 1700 E. Street
Area:	.77 acres
Applicant:	Russ Key (Brandee Walker, representative)
Current Zoning:	RE-12.5 (Residential Estates, 12,500 minimum lot size)
Current General Plan:	LDR (Low Density Residential) and OS (Open Space)
Requested General Plan:	COM (Commercial)



Background:
The General Plan land-use designation is currently part LDR (Low Density Residential) which would support the R-1-8, R-1-10, R-1-20, R-1-40, RE-12.5, RE-20, RE-37.5 and PD-R zones and part OS (Open Space) which would support the OS (Open Space) zone. The applicant would like to change this land-use designation to COM (Commercial) for the purpose of expanding their adjacent commercial use. The COM designation would support the C-1, C-2, C-3 and PD-C zones.

The applicant is proposing this change to be able to construct a warehouse to hold his inventory inside. The applicant owns Factory Powersports located at 1685 ed Hills Parkway. They sell motorcycles. Their inventory is required to be stored inside and they have run out of room at their current location. They would like to extend their location to the north and add a warehouse at the proposed General Plan Amendment (GPA) location.

This GPA will be for property north of 700 North. Except for the open space land to the west, this location is completely surrounded by residentially-zoned land. The applicant is proposing to abandon the existing right-of-way on 700 North, just west of 2700 East Street. 700 North Street was originally slated to continue west. However, due to the terrain and the location of the existing wash, the road was never completed, and Public Works does not have any plans to complete this road in the future; therefore, they applicant is requesting the vacation that would give them access to the northern parcel from the southern parcel. There will be no access to this rear parcel from the residential neighborhood.

Recommendation:
This situation is unique. Ordinarily, staff would recommend that the land to the north of 700 North Street remain residential. But at this location, there is a significant elevation change between the residentially zoned properties and this lot. This lot sits at the same relative elevation of the existing Factory Powersports building and lot. This elevation is significantly lower than the elevation of the residential neighborhood. With the unlikely possibility of the continuation of 700 North Street and the significant elevation difference, staff feels the impacts of this enlargement can be mitigated with a proper buffer and lighting control. Staff recommends approval with the following condition:

1. The area within the current floodplain is mitigated or it reverts back to OS (Open Space).

Alternatives:

1. Approve this General Plan Amendment as proposed by the applicant.
2. Deny this General Plan Amendment.
3. Table the proposed General Plan Amendment to a specific date.

Planning Commission Motion:
The Planning Commission recommends approval of the General Plan Amendment to change the LDR (Low Density Residential) and OS (Open space) land use designations to COM (Commercial) as recommended by staff.

General Plan Amendment

Factory Power Sports

Location: North of 700 N. and west of 1700 East Street

Area: .77 acres

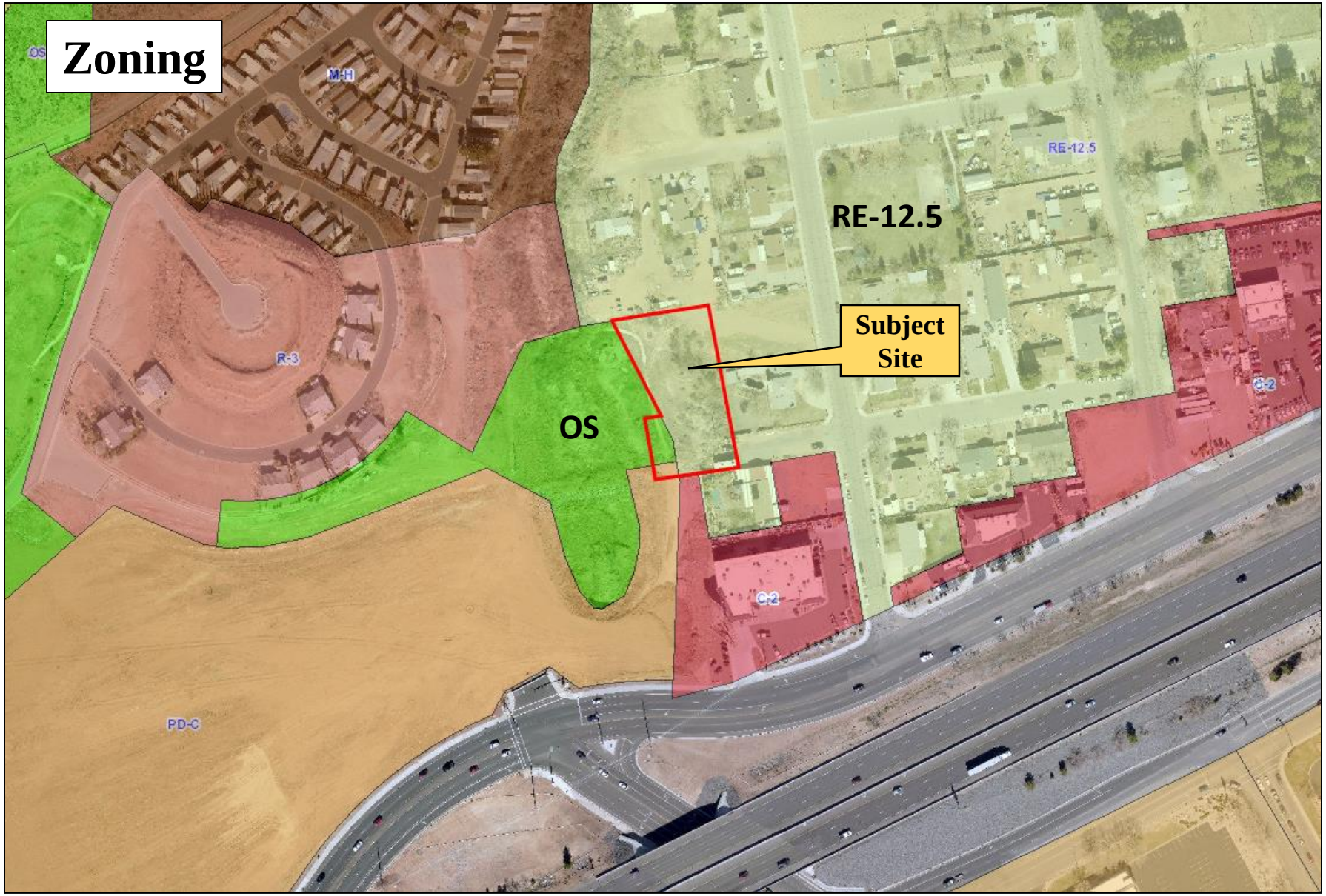
Case #: 2019-GPA-009



Factory Power Sports



Factory Power Sports



Factory Power Sports



Factory Power Sports



Open Space

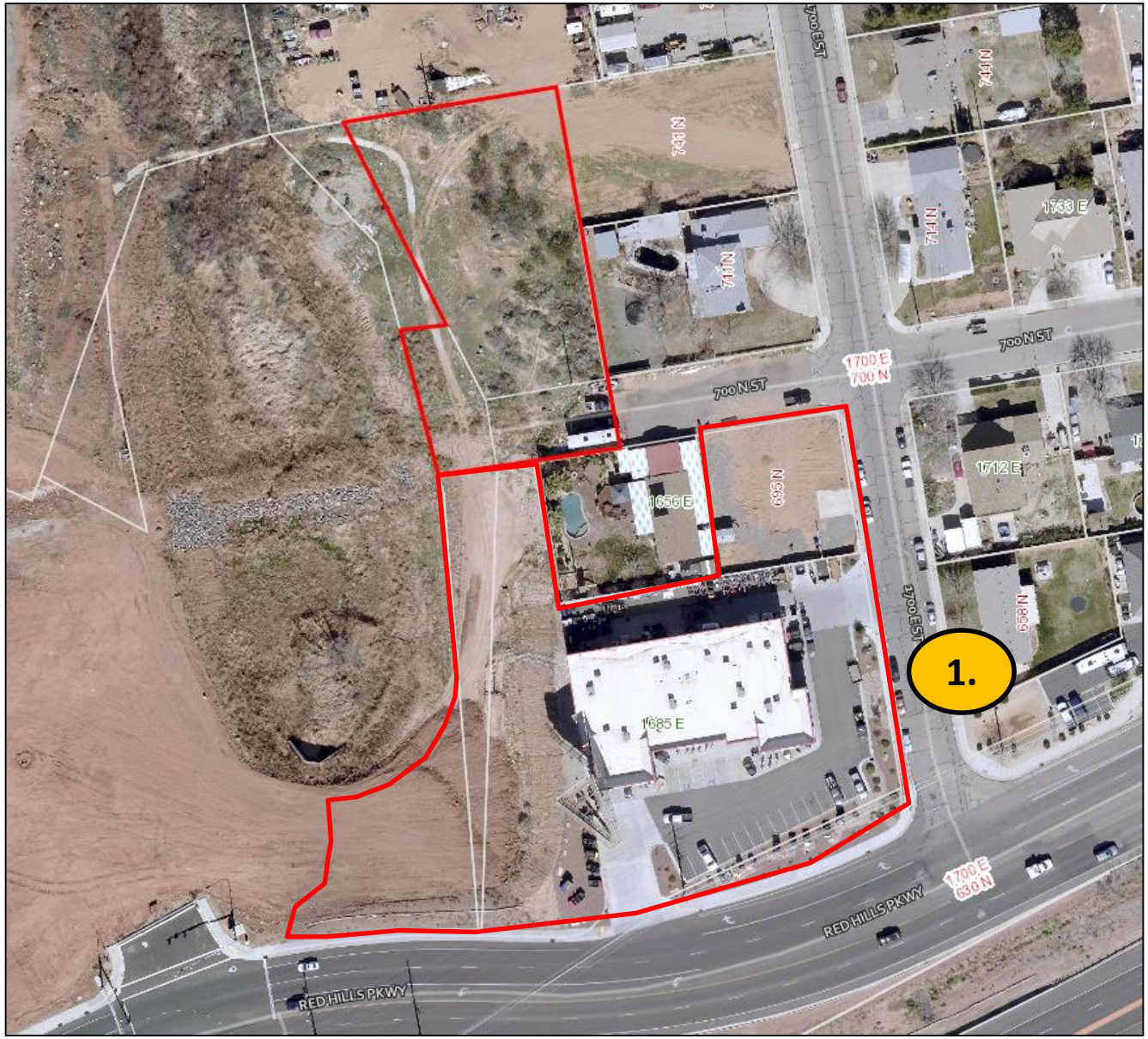
R-1-8
R-1-10
R-1-20
R-1-40
RE-12.5
RE-20
RE-37.5
PDR
zones

C-1
C-2
C-3
PDC

Factory Power Sports



Factory Power Sports



Factory Power Sports



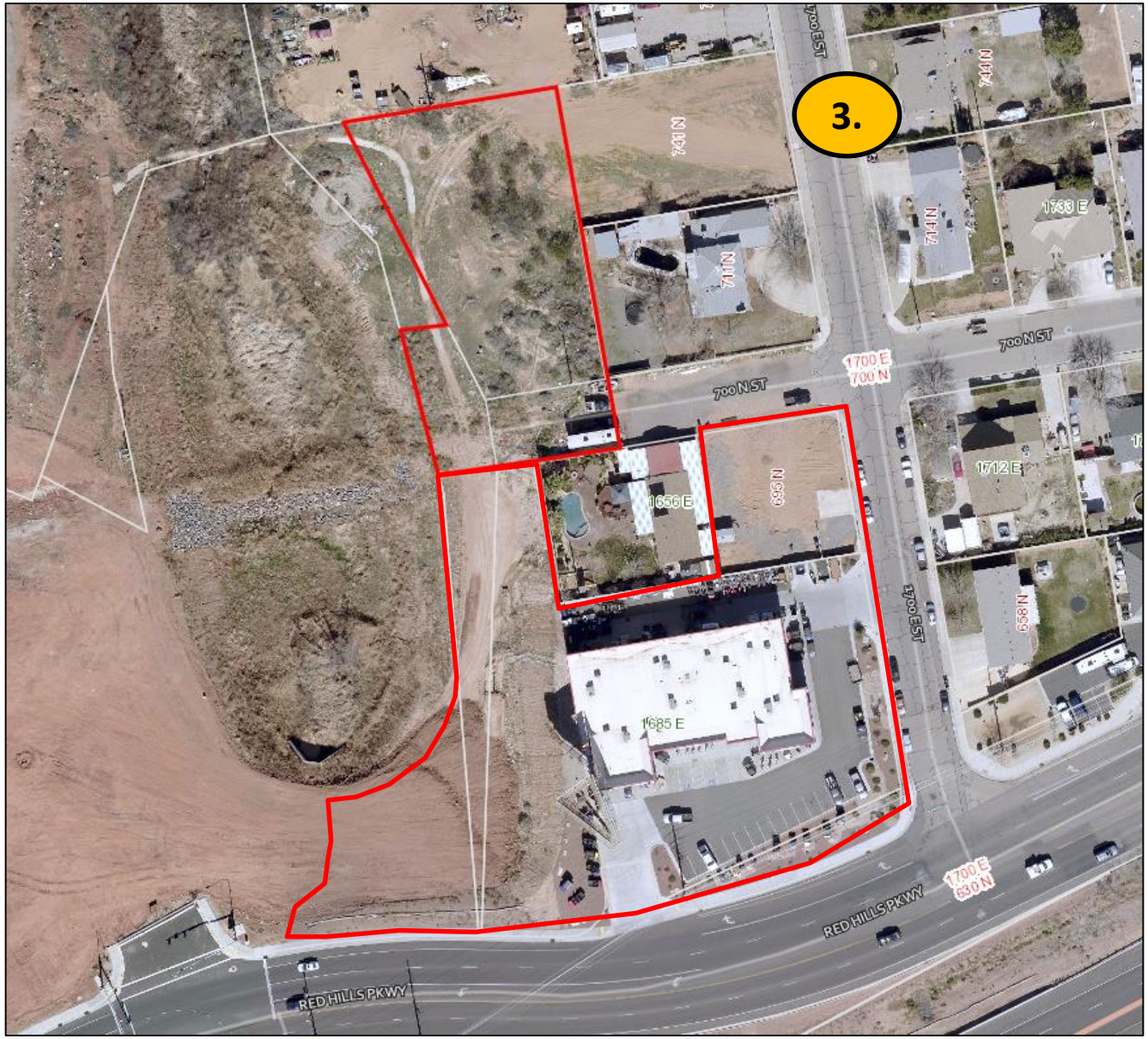
Factory Power Sports



Factory Power Sports



Factory Power Sports



Factory Power Sports



Factory Power Sports



Factory Power Sports



Factory Power Sports



Factory Power Sports



Factory Power Sports



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) AND OS (OPEN SPACE) TO COM (COMMERCIAL) ON APPROXIMATELY .77 ACRES

(Factory Power Sports)

WHEREAS, the applicant has requested a change to the General Plan Land Use Map for property generally located north of 700 North Street and west of 1700 East Street from LDR (Low Density Residential) and OS (Open Space) to COM (Commercial) on approximately .77 acres; and

WHEREAS, the Planning Commission held a public hearing on the requested change to the Land Use Map on July 23, 2019; and

WHEREAS, the City Council has determined that a change to the General Plan is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) and OS (Open Space) to COM (Commercial) on approximately .77 acres as set forth on Exhibit 'A' attached hereto.

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

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below, and upon posting in the manner required by law.

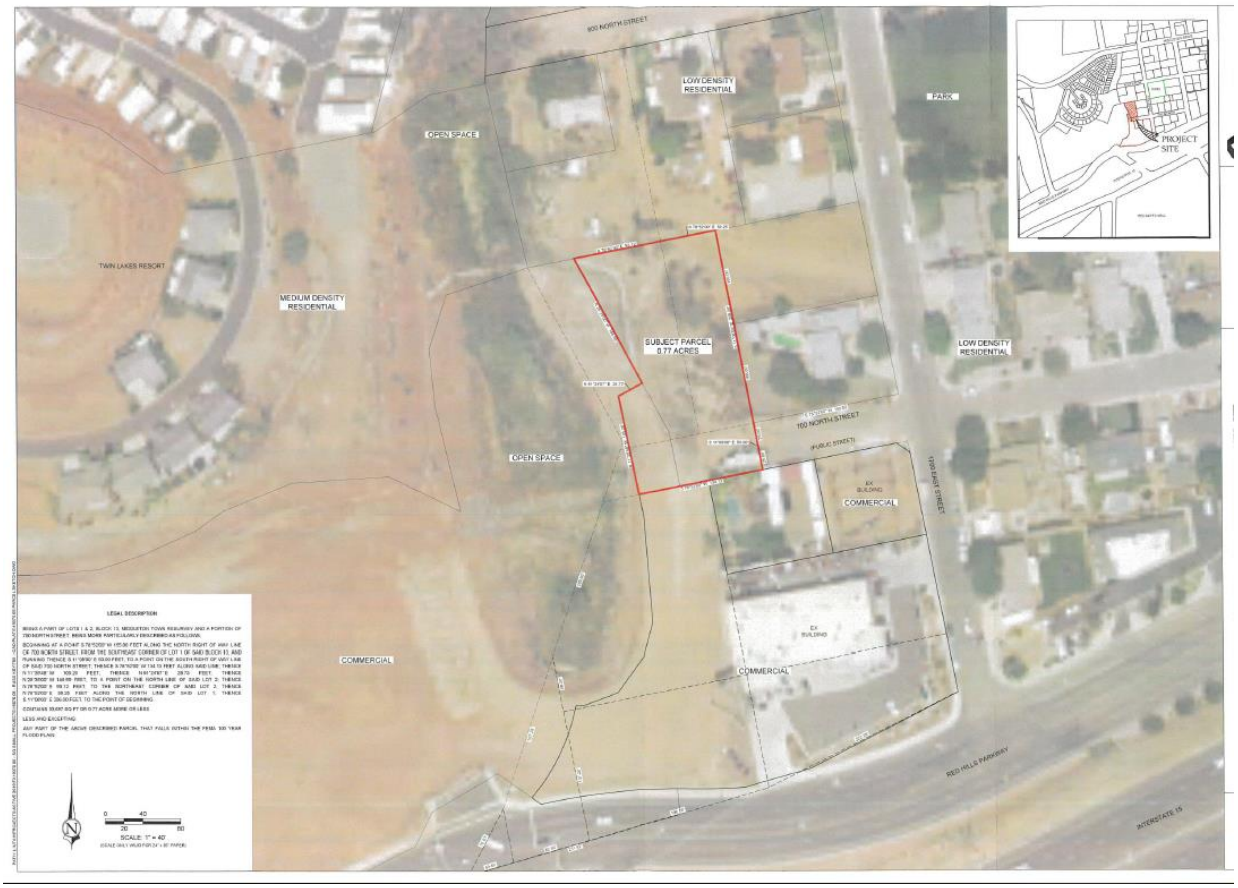
APPROVED AND ADOPTED by the St. George City Council, this 15th day of August, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”


800 NORTH STREET
LOW DENSITY RESIDENTIAL
PARK
OPEN SPACE
PROJECT SITE
TWIN LAKES RESORT
MEDIUM DENSITY RESIDENTIAL
SUBJECT PARCEL 0.77 ACRES
LOW DENSITY RESIDENTIAL
700 NORTH STREET
(PUBLIC STREET)
OPEN SPACE
EX BUILDING
COMMERCIAL
1100 EAST STREET
COMMERCIAL
EX BUILDING
COMMERCIAL
RED HILLS PARKWAY
INTERSTATE 15
LEGAL DESCRIPTION
SCALE: 1" = 40'

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) AND OS (OPEN SPACE) TO COM (COMMERCIAL) ON APPROXIMATELY .77 ACRES

(Factory Power Sports)

WHEREAS, the applicant has requested a change to the General Plan Land Use Map for property, generally located north of 700 North Street and west of 1700 East Street, from LDR (Low Density Residential) and OS (Open Space) to COM (Commercial) on approximately .77 acres; and

WHEREAS, the Planning Commission held a public hearing on the requested change to the Land Use Map on July 23, 2019; and

WHEREAS, the City Council has determined that a change to the General Plan is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation, from LDR (Low Density Residential) and OS (Open Space), to COM (Commercial) on approximately .77 acres as set forth on Exhibit 'A' attached hereto and incorporated herein.

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

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 15th day of August, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”


800 NORTH STREET
LOW DENSITY RESIDENTIAL
PARK
OPEN SPACE
PROJECT SITE
TWIN LAKES RESORT
MEDIUM DENSITY RESIDENTIAL
SUBJECT PARCEL 0.77 ACRES
LOW DENSITY RESIDENTIAL
750 NORTH STREET
OPEN SPACE
COMMERCIAL
1150 EAST STREET
COMMERCIAL
COMMERCIAL
RED HILLS PARKWAY
INTERSTATE 15
LEGAL DESCRIPTION
SCALE: 1" = 40'

DRAFT

Agenda Item Number : 04

Request For Council Action

Date Submitted	08/06/2019 04:11 PM
Proposed City Council Date	08/15/2019
Applicant	Curt Gordon
Subject	Consider approval of an ordinance amending the General Plan from COM (Commercial) and OS (Open Space) to RES (Residential) on approximately 2.5 acres generally located south of Southern Parkway, west of Desert Canyons Parkway, and north of Deserts Edge Drive.
Background	The General Plan land-use designation is currently Commercial and Open Space, and the applicant would like to add in housing at this location. This will reduce the existing Commercial space from 5.8 acres to 3.3 acres.
Proposed Resolution	The Planning Commission recommended approval.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketdesertcanyonstowncenter080619161154.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

GENERAL PLAN AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 07/23/2019
CITY COUNCIL MEETING: 08/15/2019

General Plan Amendment
Desert Canyons Town Center Residential
Case No. 2019-GPA-007

Request: A request to change the COM (Commercial) and OS (Open Space) land use designations to RES (Residential)

Location: South of Southern Parkway, west of Desert Canyons Parkway, and north of Deserts Edge Drive

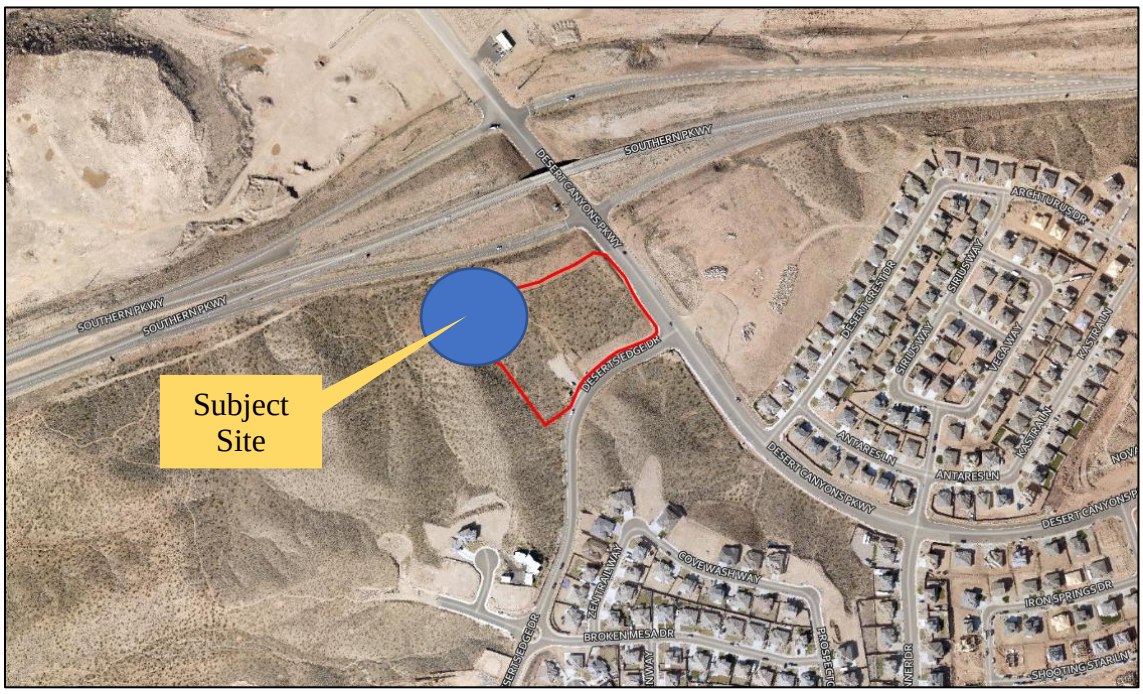
Area: 2.5 acres

Applicant: Curt Gordon

Current Zoning: C-2 (Highway Commercial)

Current General Plan: COM (Commercial), OS (Open Space)

Requested General Plan: RES (Residential)



Background:
The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. The General Plan land-use designation for this location is COM (Commercial) which would support the following zones: C-1, C-2, C-3, and PD-C. The applicant would like to change this designation to RES (Residential) which would support the Desert Canyons residential zones including: R-1, R-3, R-1-10, R-1-12, PD-8, and PD-12.

The applicant is requesting this General Plan Amendment to be able to put in short-term rentals within this Town Center location. Their plan is to use 2.5 acres of the approximate 5.8-acre commercial area for short-term rentals. The Town Center will be designed to have an open gathering space in the center for activities and social gatherings for the community. This RES area will house short-term rental units that will also connect to this open gathering space.

The surrounding property to the west of this location is zoned PD-R at this time but will eventually be rezoned to OS (Open Space) and deeded to the City. This will create a separation of this RES property from the remaining RES property in the subdivision.

Recommendation:
Staff recommends of this General Plan Amendment as proposed by applicant.

Alternatives:
1. Approve this General Plan Amendment as proposed by the applicant.
2. Deny this General Plan Amendment.
3. Table the proposed General Plan Amendment to a specific date.

Planning Commission Motion:
The Planning Commission recommends approval of the General Plan Amendment to change the COM (Commercial) and OS (Open Space) land use designations to RES (Residential) as recommended by staff.

July 18, 2019

Planning Commission:

I am a homeowner, in Desert Canyons, against:
Case #2019-GPA-007
Proposed zoning changes: COM & OS to Residential in The Desert Canyons development.

You are scheduled to discuss this zoning change July 23rd. I am unable to attend but
I want my strong objection to this amendment noted by your Commission and considered when forwarding your recommendation to the City Council.

We were promised open space, a park, etc. but instead the developer would like to amend zoning which would allow higher density projects.

These changes would reduce green space, biking / hiking trails, comfort zones, etc. These are positive things that were represented by the developer and builders in the original Desert Canyons project.

Only a very few homeowners received the notification letter from Carol Davidson / July 12.
The upcoming discussion of zoning change affects our community, not just those 500' from the area under discussion.

The proposed changes would not only decrease our property values but congest our area.

Planning Commission, please record of my objections to these proposed zoning changes.

Karen Rangitsch

Karen Rangitsch
3545 Rimrunner Dr
St George

General Plan Amendment

Desert Color Town Center

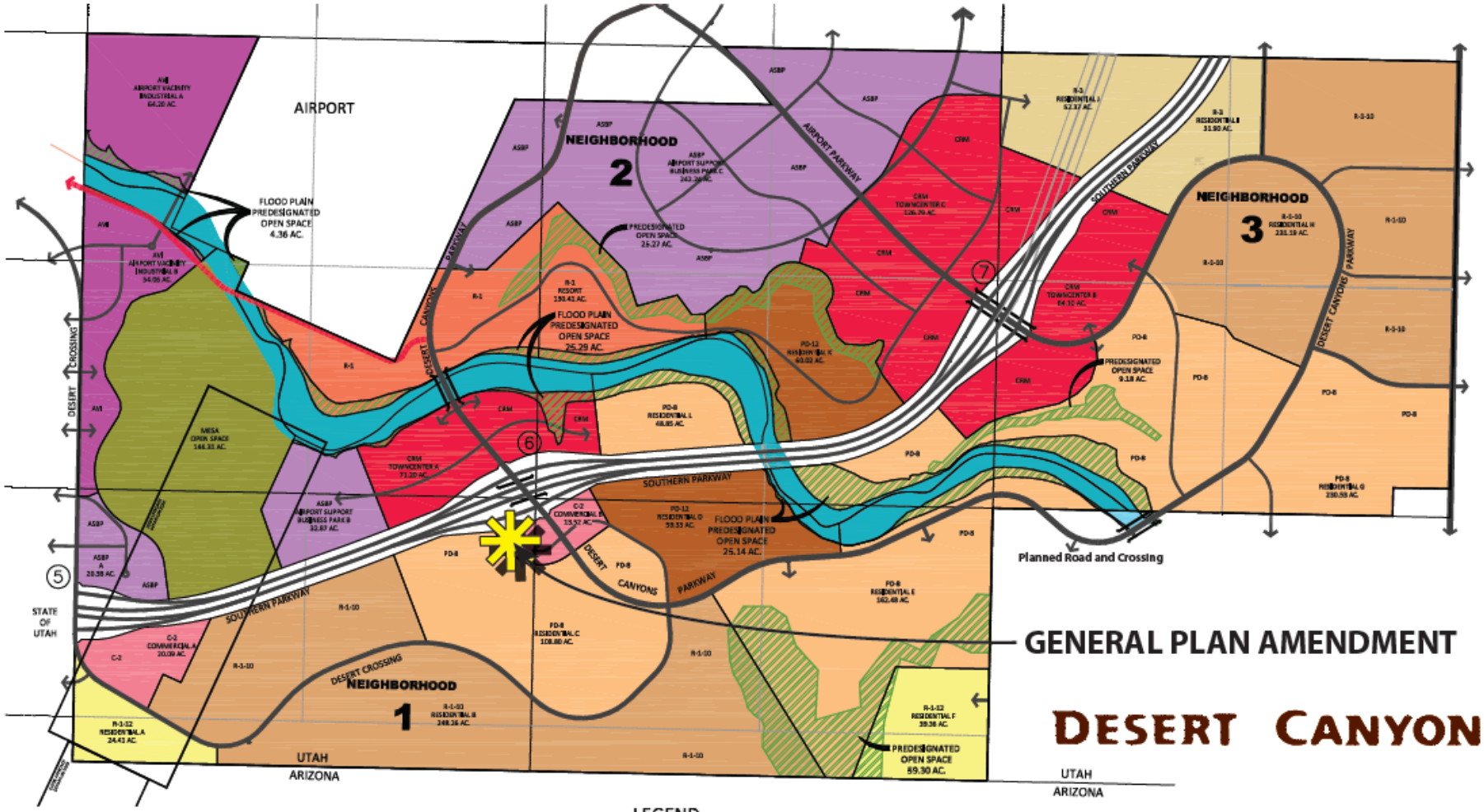
Location: South of Southern Parkway, west of Desert Canyons Parkway, and north of Deserts Edge Dr.

Area: 2.50 acres

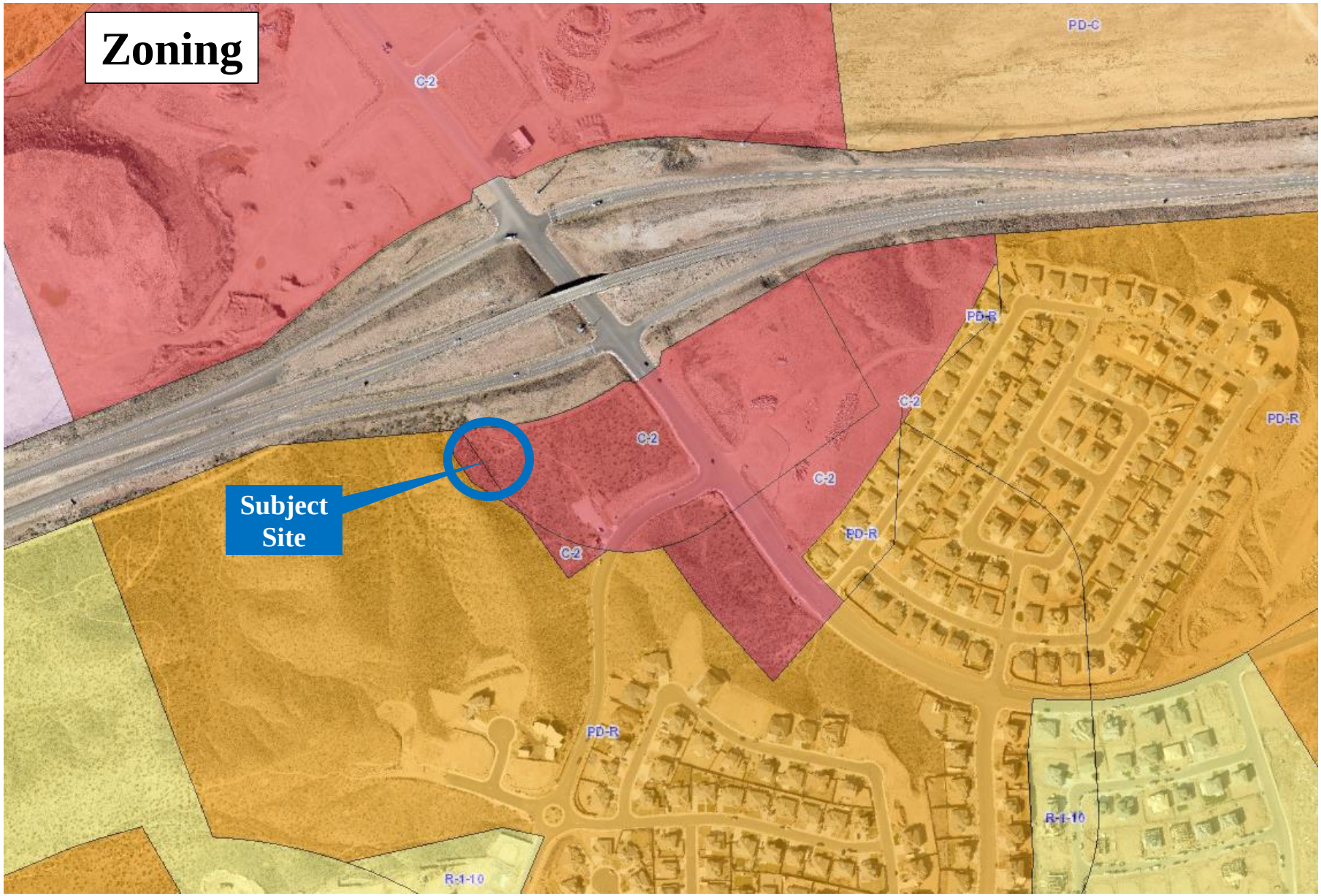
Case #: 2019-GPA-007

Desert Canyons Town Center

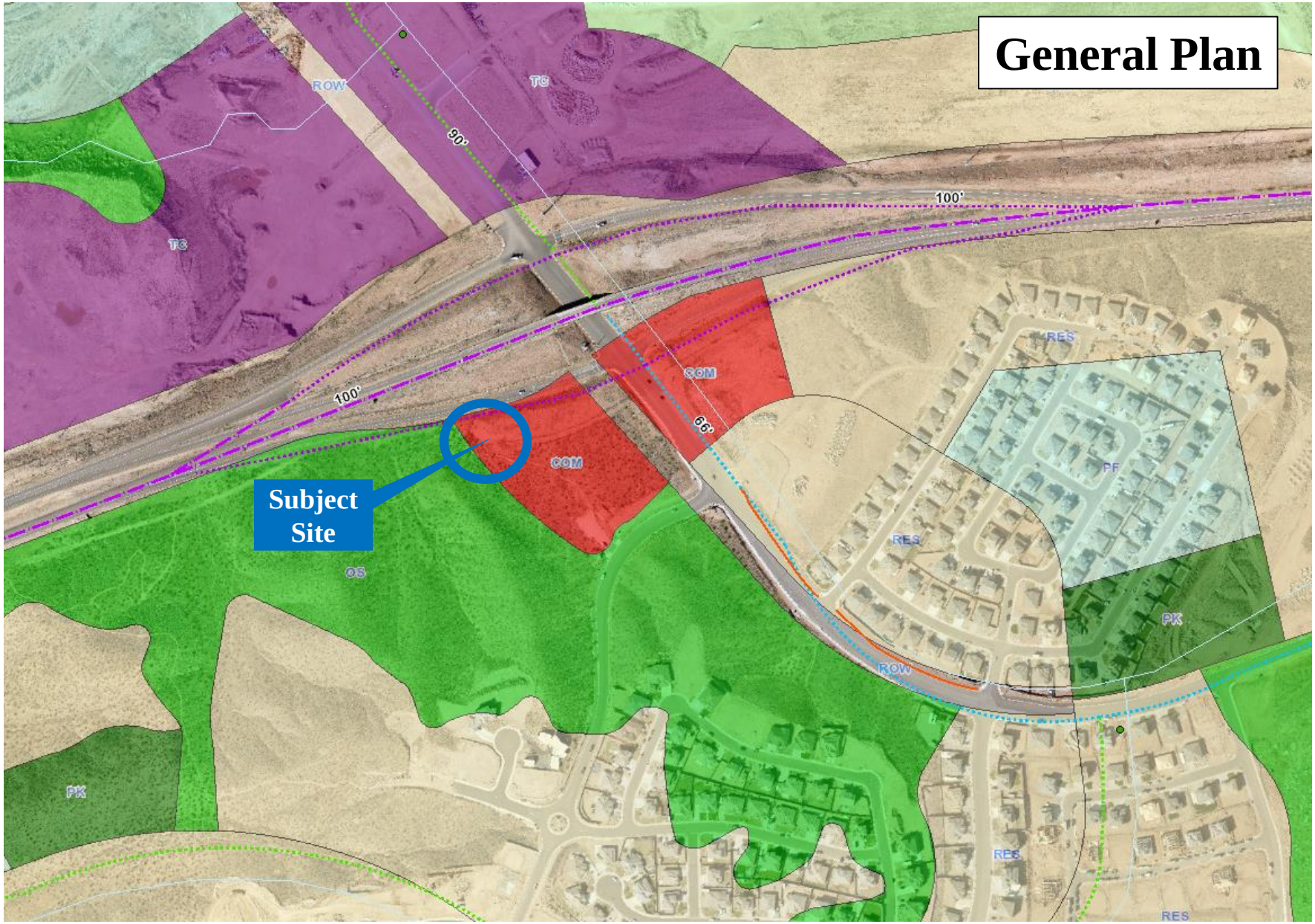


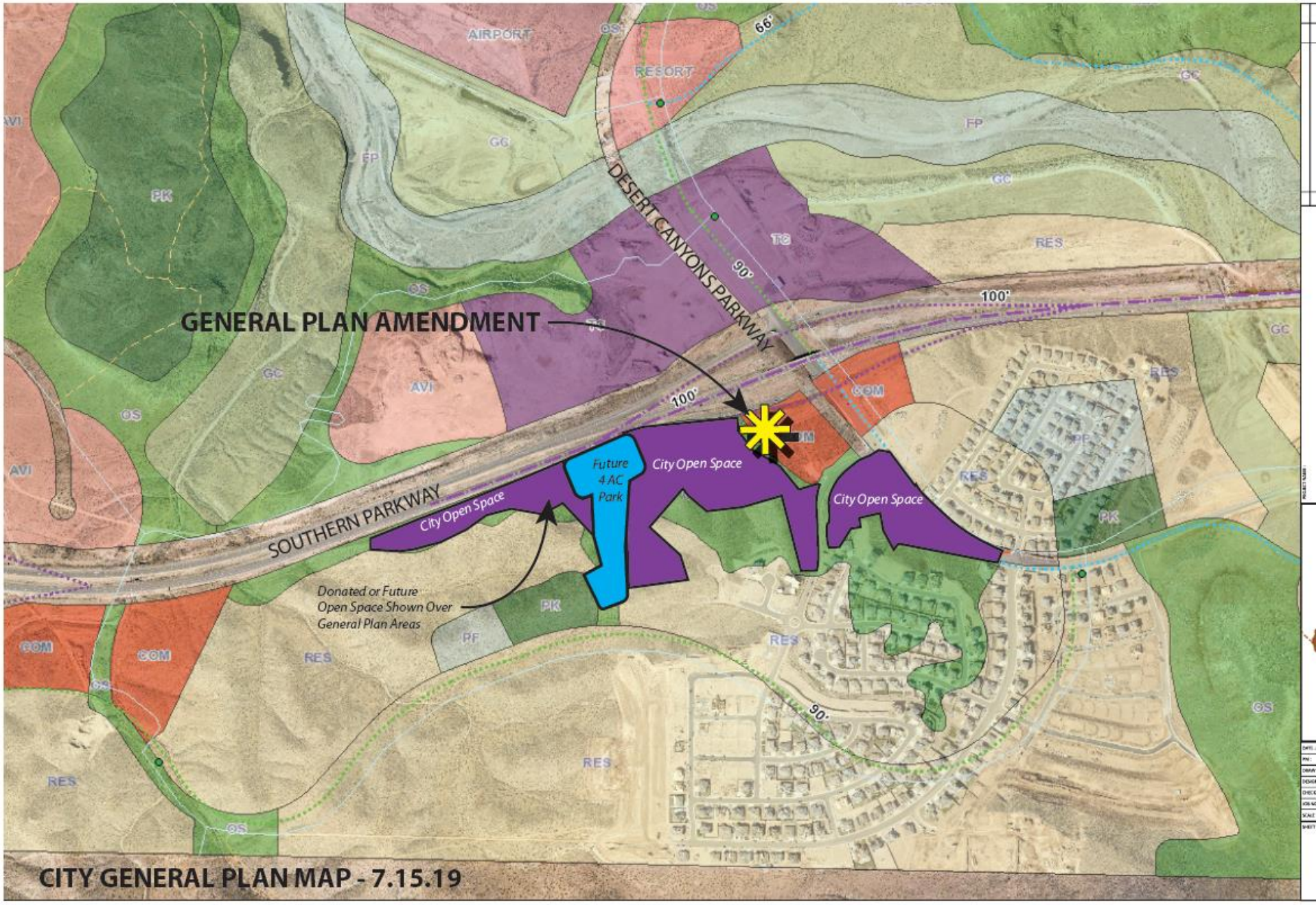

AIRPORT
NEIGHBORHOOD 2
NEIGHBORHOOD 3
NEIGHBORHOOD 1
DESERT CROSSING
AIRPORT PARKWAY
SOUTHERN PARKWAY
DESERT CANYONS PARKWAY
FLOOD PLAIN PREDESIGNATED OPEN SPACE 4.36 AC.
FLOOD PLAIN PREDESIGNATED OPEN SPACE 25.29 AC.
FLOOD PLAIN PREDESIGNATED OPEN SPACE 25.14 AC.
PREDESIGNATED OPEN SPACE 25.27 AC.
PREDESIGNATED OPEN SPACE 9.18 AC.
PREDESIGNATED OPEN SPACE 59.30 AC.
Planned Road and Crossing
STATE OF UTAH
UTAH
ARIZONA
GENERAL PLAN AMENDMENT
DESERT CANYONS
LEGEND
COMMERCIAL 33.61
AVI 118.26
CRM 262.09
ASBP 295.49
R-1 190.41
R-3 84.27
R-1-10 479.45
R-1-12 63.77
PD-8 550.66
PD-12 119.35
SOUTHERN PARKWAY 135.00
PREDESIGNATED OPEN SPACE 148.58
OPEN SPACE 144.78
TOTAL DESERT CANYONS PROPERTY 2432.53
FT. PIERCE WASH
OVERPASS
UNDERPASS
SOUTHERN PARKWAY
MINOR ARTERIAL -2 LANES I TURN LANE
MAJOR COLLECTOR
MINOR COLLECTOR
PARCEL DRIVEWAY
INTERCHANGE AREA
DESERT CANYONS DEVELOPMENT
ZONING MAP
EXHIBIT 3.1
JANUARY 2011

Desert Canyons Town Center



Desert Canyons Town Center





CITY GENERAL PLAN MAP - 7.15.19

Desert Canyons Town Center



C-1
C-2
C-3
PD-C

R-1
R-3
R-1-10
R-1-12
PD-8
PD-12

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM COM (COMMERCIAL) AND OS (OPEN SPACE) TO RES (RESIDENTIAL) ON APPROXIMATELY 2.5 ACRES

(Desert Canyons Town Center)

WHEREAS, the applicant has requested a change to the General Plan Land Use Map for property generally located south of Southern Parkway, west of Desert Canyons Parkway, and north of Deserts Edge Drive from COM (Commercial) and OS (Open Space) to RES (Residential) on approximately 2.5 acres; and

WHEREAS, the Planning Commission held a public hearing on the requested change to the Land Use Map on July 23, 2019; and

WHEREAS, the City Council has determined that a change to the General Plan is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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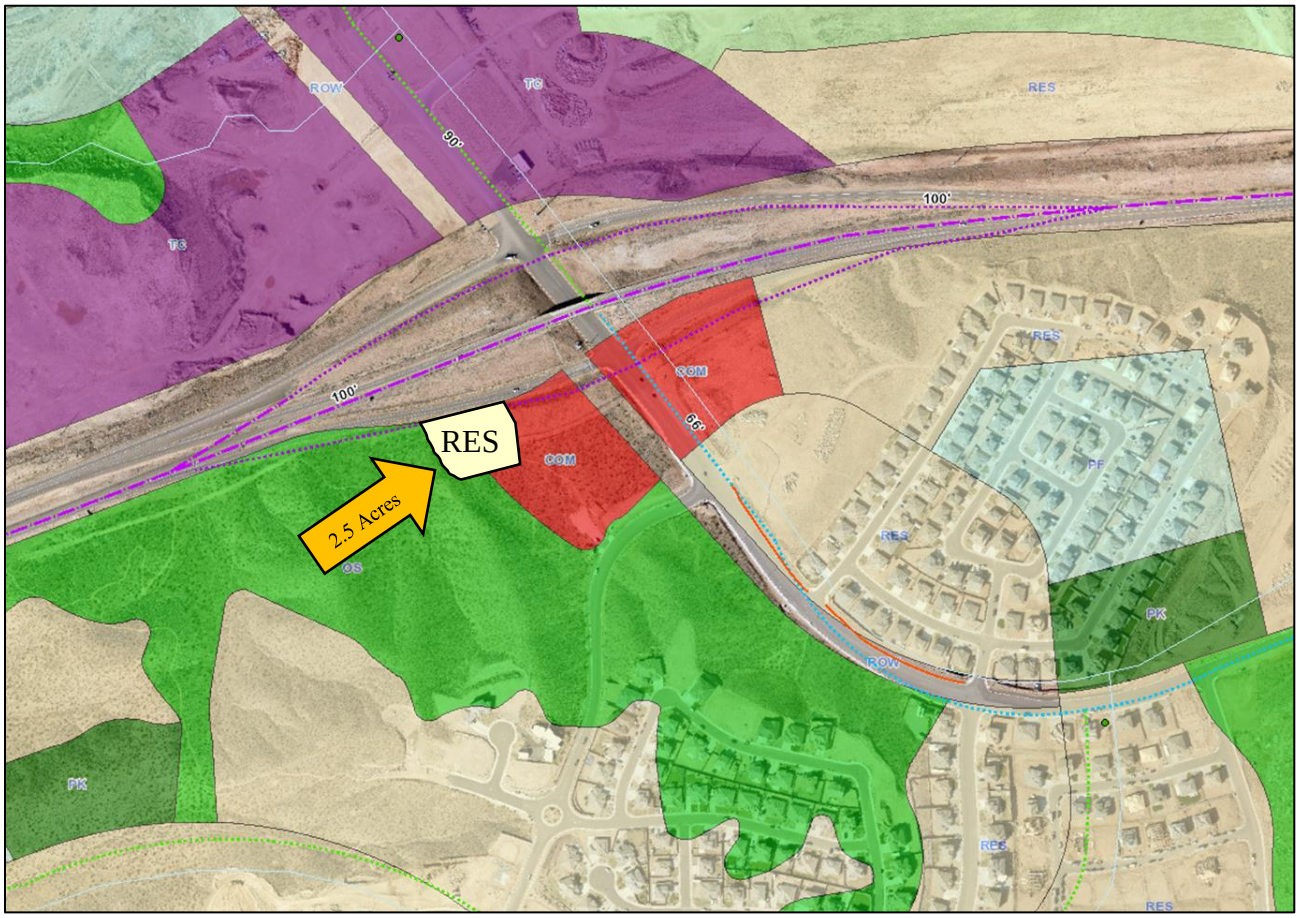
APPROVED AND ADOPTED by the St. George City Council, this 15th day of August, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”


ROW
TC
RES
90'
100'
TC
100'
COM
86'
RES
RES
2.5 Acres
COM
PF
RES
PK
ROW
PK
RES
RES

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM COM (COMMERCIAL) AND OS (OPEN SPACE) TO RES (RESIDENTIAL) ON APPROXIMATELY 2.5 ACRES

(Desert Canyons Town Center)

WHEREAS, the applicant has requested a change to the General Plan Land Use Map for property generally located south of Southern Parkway, west of Desert Canyons Parkway, and north of Deserts Edge Drive, from COM (Commercial) and OS (Open Space) to RES (Residential), on approximately 2.5 acres; and

WHEREAS, the Planning Commission held a public hearing on the requested change to the Land Use Map on July 23, 2019; and

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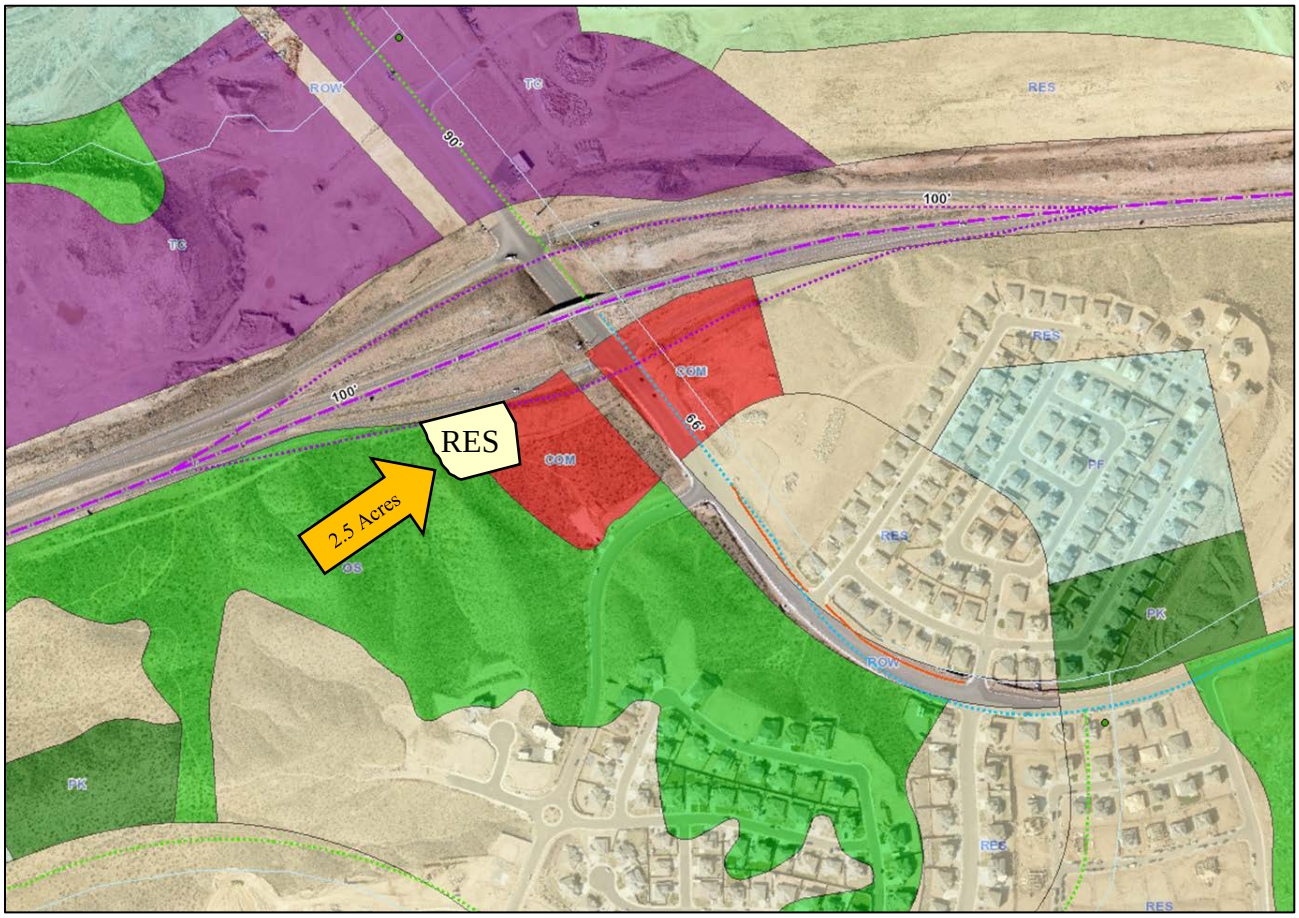
APPROVED AND ADOPTED by the St. George City Council, this 15th day of August, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”


ROW
TC
RES
90'
100'
TC
100'
COM
86'
RES
RES
2.5 Acres
OS
PF
RES
PK
ROW
PK
RES
RES

DRAFT

Agenda Item Number : 05

Request For Council Action

Date Submitted	08/06/2019 03:35 PM
Proposed City Council Date	08/15/2019
Applicant	Development Solutions, Inc.
Subject	Consider approval of a preliminary plat for Desert Sage.
Background	This preliminary plat is for a 9-lot residential subdivision located between Rimrunner and Broken Mesa Drive in Desert Canyons; zoning is R-1-10 (Single-Family Residential, 10,000 sq. ft. minimum lot size). All lots will be over 10,000 sq. ft.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketdesertsage080619153526.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: 08/13/2019
CITY COUNCIL MEETING: 08/15/2019

Preliminary Plat
Desert Sage
Case No. 2019-PP-027

Request: To consider approval of a Preliminary Plat for a 9-lot residential subdivision to be known as Desert Sage

Location: Generally located at 3000 E between Rimrunner and Broken Mesa Drive

Area: 3.2 acres

Applicant: Development Solutions, Inc.

Zoning: R-1-10 (Single Family Residential, 10,000 sf minimum lot size)

General Plan: LDR (Low Density Residential)



Adjacent Zones: Adjacent Zones:

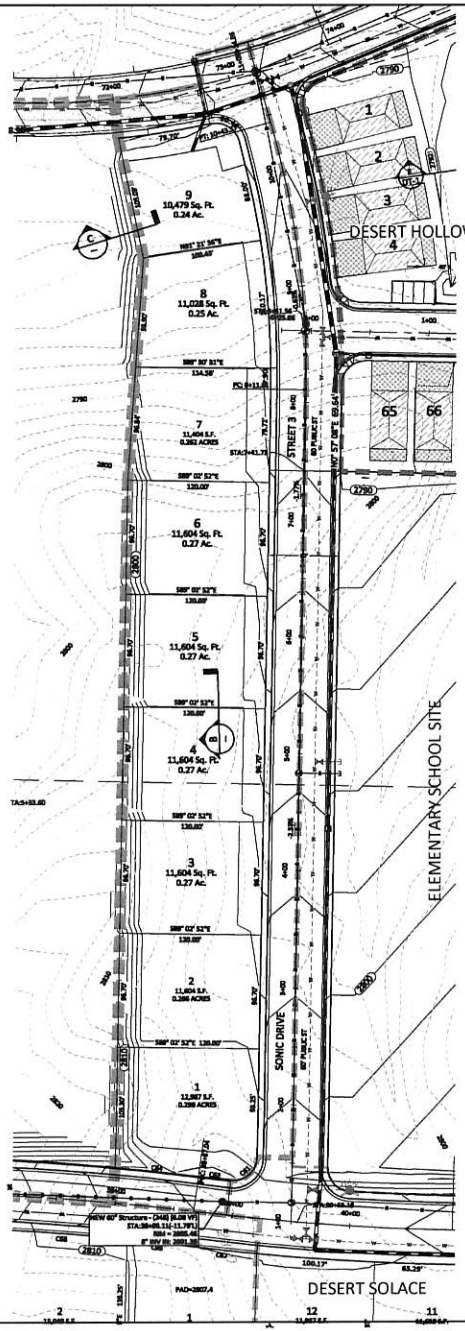
North	PD-R (Planned Development Residential)
South	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
East	R-1-10 (Single Family Residential, 10,000 sf minimum lot size) and PD-R (Planned Development Residential) (Residential Estates, 20,000 sf minimum lot size)
West	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)

Background:
This preliminary plat is for a 9-lot residential subdivision to be called Desert Sage. This is in the Desert Canyons subdivision. This site will be located directly across the street (west side) from the proposed elementary school site. All the lots are above 10,000 square feet.

Recommendation:
Staff would like to ensure that this project is developed in a manner that is in the best interest of the health, safety, and welfare of the citizens; and therefore, recommends approval of this Preliminary Plat.

Alternatives:

1. Approve this Preliminary Plat.
2. Approve this Preliminary Plat with conditions.
3. Deny this Preliminary Plat.
4. Table the proposed Preliminary Plat to a specific date.



FLOOD NOTE

THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 49053C1042G, WITHIN ZONE X.

SITE DATA:

ZONING:	R-1-10
SITE AREA: DESERT SAGE:	3.2 ACRES
TOTAL DWELLING UNITS: DESERT SAGE:	9 DU
DENSITY: DESERT SAGE:	2.8 DU/AC

NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.

LEGEND:

DESERT HOLLOW BOUNDARY

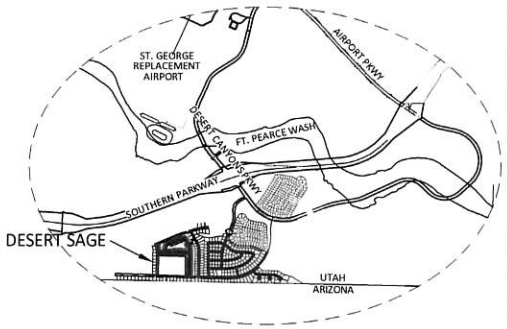
2660 EXISTING CONTOUR LINE

2700 PROPOSED CONTOUR LINE

N

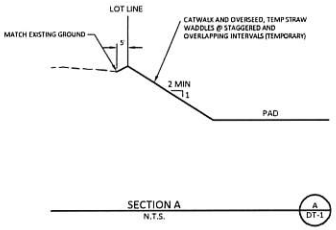
50 0 50 100

SCALE IN FEET

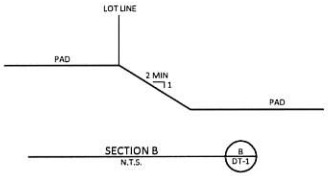


Vicinity Map

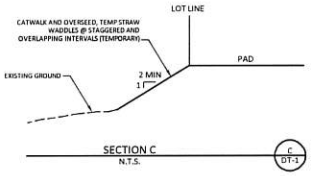
NOT TO SCALE



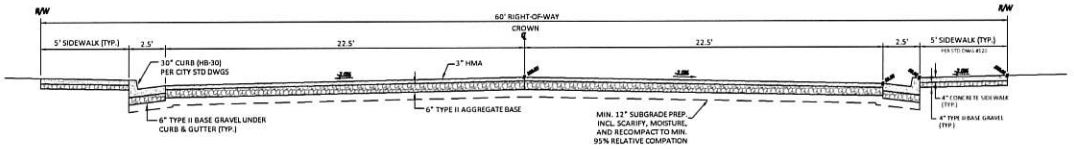
SECTION A
N.T.S.
A
DT-1



SECTION B
N.T.S.
B
DT-1

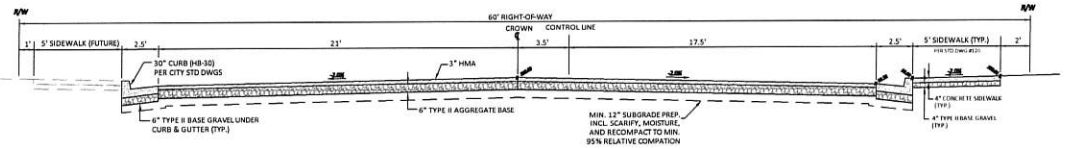


SECTION C
N.T.S.
C
DT-1

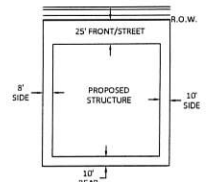


60' PUBLIC R/W (BROKEN MESA DR, SONIC DR) - TYPICAL SECTION

N.T.S.



RIMRUNNER (60' PUBLIC R/W) - TYPICAL SECTION



TYPICAL SETBACKS

DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite #2
St. George, UT 84770
Office (435) 628-2121
www.developmentsolutions.co

NO	DESCRIPTION	DATE	APP'D

PROJECT NAME:
DESERT SAGE
AT DESERT CANYONS
ST. GEORGE, UTAH

SHEET NAME:
PRELIMINARY PLAT

DATE:	7-2-19
PM:	KM
DRAWN BY:	KR
DESIGNED BY:	KR
CHECKED BY:	KR
PROJECT NO.:	18-012
SCALE:	1"=50

SHEET NUMBER:
1

1 OF 1 TOTAL

Preliminary Plat

Desert Sage at Desert Canyons

Location: Generally located at 3000 E between Rimrunner and Broken Mesa Drive

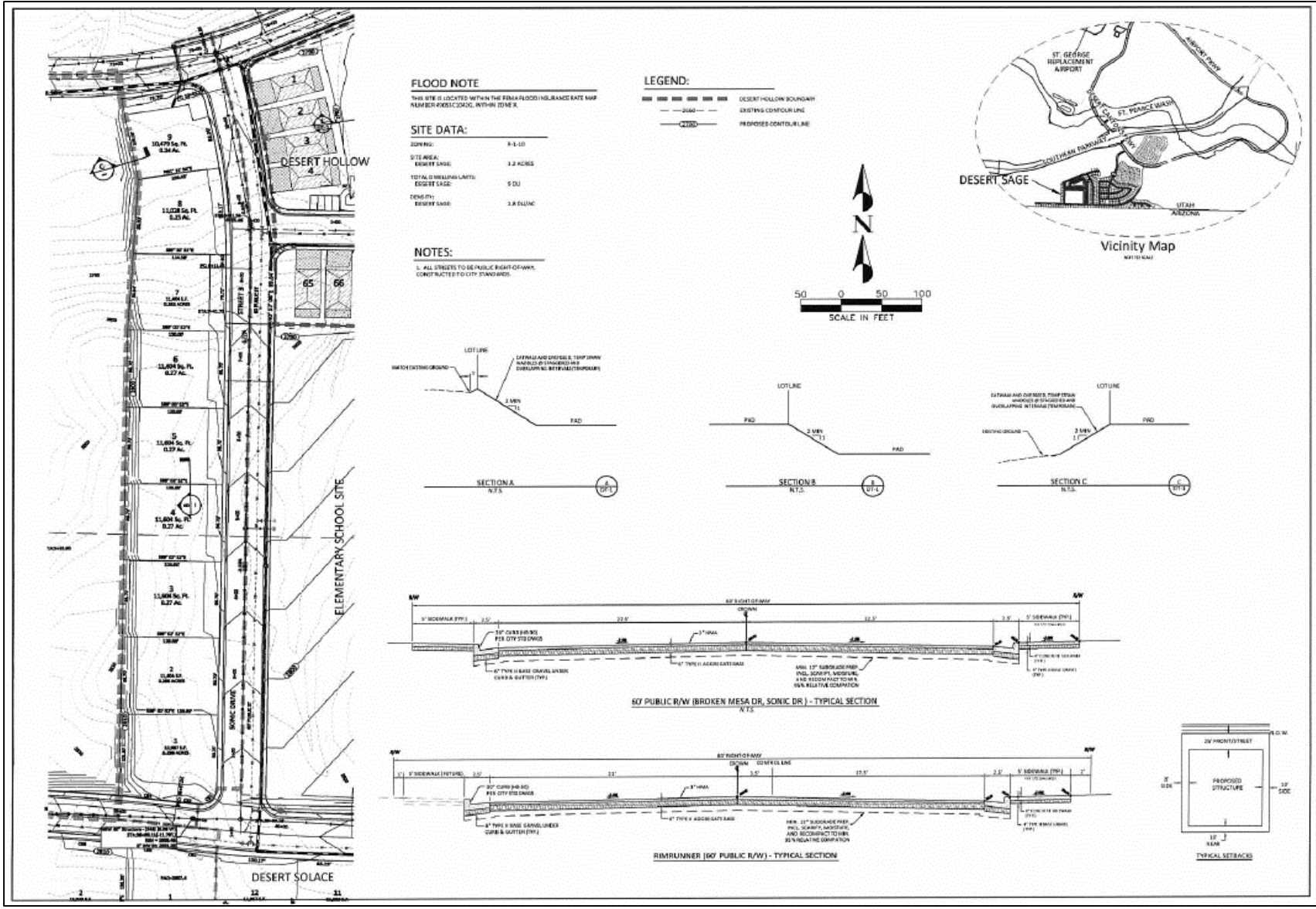
Area: 3.2 acres

Case #: 2019-PP-027

Desert Sage


Subject Site
SOUTHERN PKWY
SOUTHERN PKWY
SOUTHERN PKWY
SOUTHERN PKWY
DESERT CANYONS PKWY
DESERT CANYONS PKWY
ARGHATURUS DR
DESERT CREST DR
SIBBUS WAY
MCGRAW
BASTIAN
FIREBIRD WAY
AMPARES LN
BROKEN MESA DR
BASTIAN ROCK DR
GHIMNEY ROCK DR
BLACKBRUSH DR
RIMRUNNER DR
BAYOREAM WAY
ROCKY TALUS WAY
TEMPLE CAP LN
CHURCH ROCKS DR
MESA ROCK DR
BROKEN ROCK WAY

Desert Sage


DESERT HOLLOW
ELEMENTARY SCHOOL SITE
DESERT SOLACE
FLOOD NOTE
THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 49053C0340G, WITHIN ZONE X.
SITE DATA:
ZONING: R-1-10
SITE AREA:
DESERT SAGE: 3.2 ACRES
TOTAL D WELLING UNITS:
DESERT SAGE: 9 DU
DENSITY:
DESERT SAGE: 2.8 DU/AC
NOTES:
1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.
LEGEND:
DESERT HOLLOW BOUNDARY
EXISTING CONTOUR LINE
PROPOSED CONTOUR LINE
50 0 50 100
SCALE IN FEET
ST. GEORGE REPLACEMENT AIRPORT
AIRPORT PKWY
ST. PEARCE WASH
SOUTHERN PARKWAY
DESERT SAGE
UTAH
ARIZONA
Vicinity Map
SECTION A
SECTION B
SECTION C
60' PUBLIC R/W (BROKEN MESA DR, SONIC DR) - TYPICAL SECTION
RIMRUNNER (60' PUBLIC R/W) - TYPICAL SECTION
TYPICAL SETBACKS
DESERT SAGE
AT DESERT CANYONS
ST. GEORGE, UTAH
PRELIMINARY PLAT
DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
1 OF 1 TOTAL

DRAFT

Agenda Item Number : 06

Request For Council Action

Date Submitted	08/06/2019 03:57 PM
Proposed City Council Date	08/15/2019
Applicant	Development Solutions Group
Subject	Consider approval of a preliminary plat for Desert Solace 2.
Background	This is the preliminary plat is for Desert Solace 2, an 11-lot residential subdivision located west of 3000 East on Rimrunner Drive in Desert Canyons; zoning is R-1-10 (Single-Family Residential, 10,000 sq. ft. minimum lot size). All lots will be over 10,000 sq. ft. The density will be 2.3 dwelling units per acre.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketdesertsolace2080619155721.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: 08/13/2019
CITY COUNCIL MEETING: 08/15/2019

Preliminary Plat
Desert Solace 2
Case No. 2019-PP-032

Request: To consider approval of a Preliminary Plat for an 11-lot residential subdivision to be known as Desert Solace 2

Location: Generally located west of 3000 East on Rimrunner Drive in Desert Canyons

Area: 4.7 acres

Applicant: Development Solutions Group

Zoning: R-1-10 (Single Family Residential, 10,000 sf minimum lot size)

General Plan: LDR (Low Density Residential)



Adjacent Zones: Adjacent Zones:

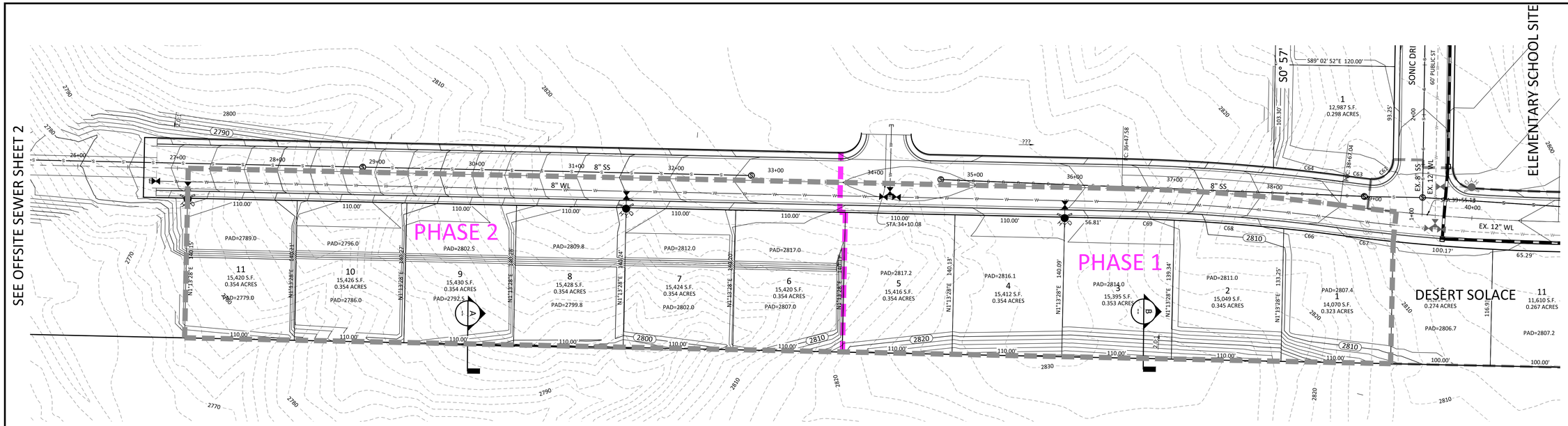
North	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
South	Arizona Boarder
East	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
West	R-1-12 (Single Family Residential, 12,000 sf minimum lot size)

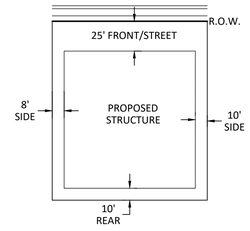
Background:
This preliminary plat is for an 11-lot residential subdivision to be called Desert Solace 2. This is a continuation of the Desert Solace subdivision. There will be two phases with each lot exceeding the 10,000 square foot minimum size. The density will equal 2.3 dwelling units per acre.

Recommendation:
Staff would like to ensure that this project is developed in a manner that is in the best interest of the health, safety, and welfare of the citizens; and therefore, recommends approval of this Preliminary Plat.

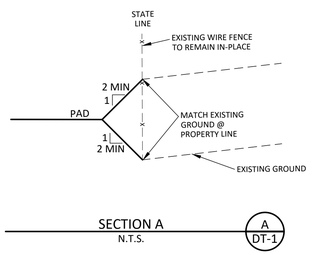
Alternatives:

1. Approve this Preliminary Plat.
2. Approve this Preliminary Plat with conditions.
3. Deny this Preliminary Plat.
4. Table the proposed Preliminary Plat to a specific date.

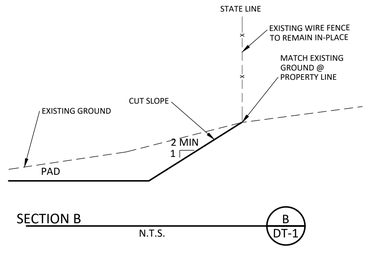




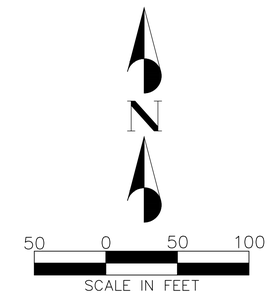
TYPICAL SETBACKS



SECTION A
N.T.S.
A
DT-1



SECTION B
N.T.S.
B
DT-1



NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.

LEGEND:

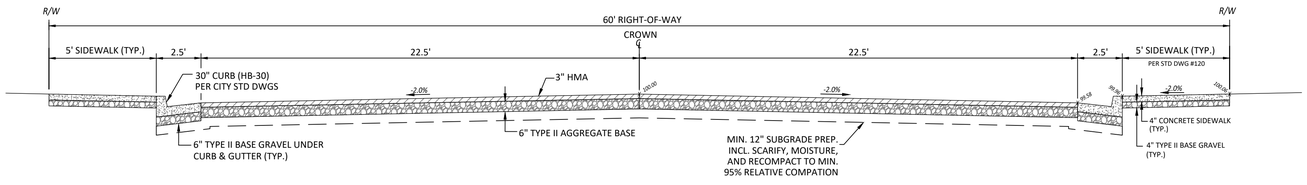
- DESERT HOLLOW BOUNDARY
- 2660 — EXISTING CONTOUR LINE
- 2700 — PROPOSED CONTOUR LINE
- PROPOSED CURB AND GUTTER
- S S S S — PROPOSED SEWER LINE (SIZE TBD)
- 8 IN WTR — PROPOSED WATER LINE (SIZE TBD)
- EX WTR EX WTR — EXISTING WATER LINE (SIZE AS SHOWN)
- PROPOSED STORM DRAIN LINE
- PROPOSED CATCH BASIN
- PROPOSED 60" SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

FLOOD NOTE

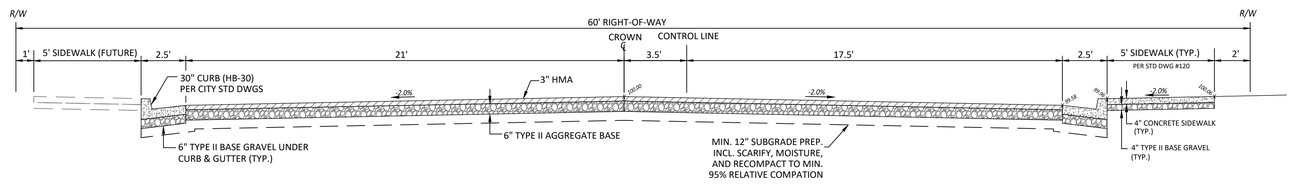
THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 49053C1042G, WITHIN ZONE X.

SITE DATA:

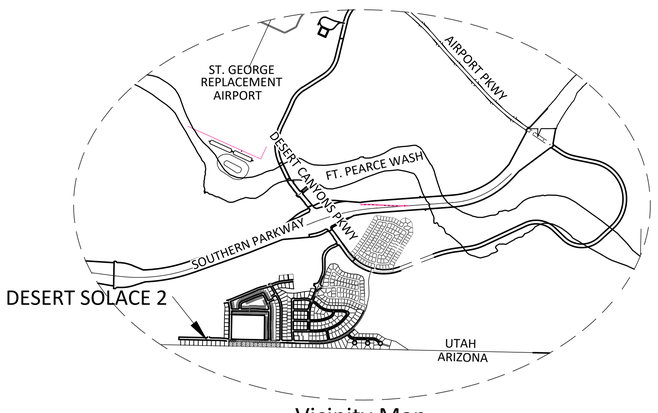
ZONING:	R-1-10
SITE AREA: DESERT SAGE:	4.7 ACRES
TOTAL DWELLING UNITS: DESERT SAGE:	11 DU
DENSITY: DESERT SAGE:	2.3 DU/AC



60' PUBLIC R/W (SONIC DR) - TYPICAL SECTION
N.T.S.



RIMRUNNER (60' PUBLIC R/W) - TYPICAL SECTION



Vicinity Map
NOT TO SCALE

PROFESSIONAL ENGINEER
KEVIN M. MILLER
No. 187067
7/17/19
STATE OF UTAH

NO.	DESCRIPTION	DATE	APP'D

DESERT SOLACE 2
AT DESERT CANYONS
ST. GEORGE, UTAH

PRELIMINARY PLAT

PROJECT NAME :

SHEET NAME :

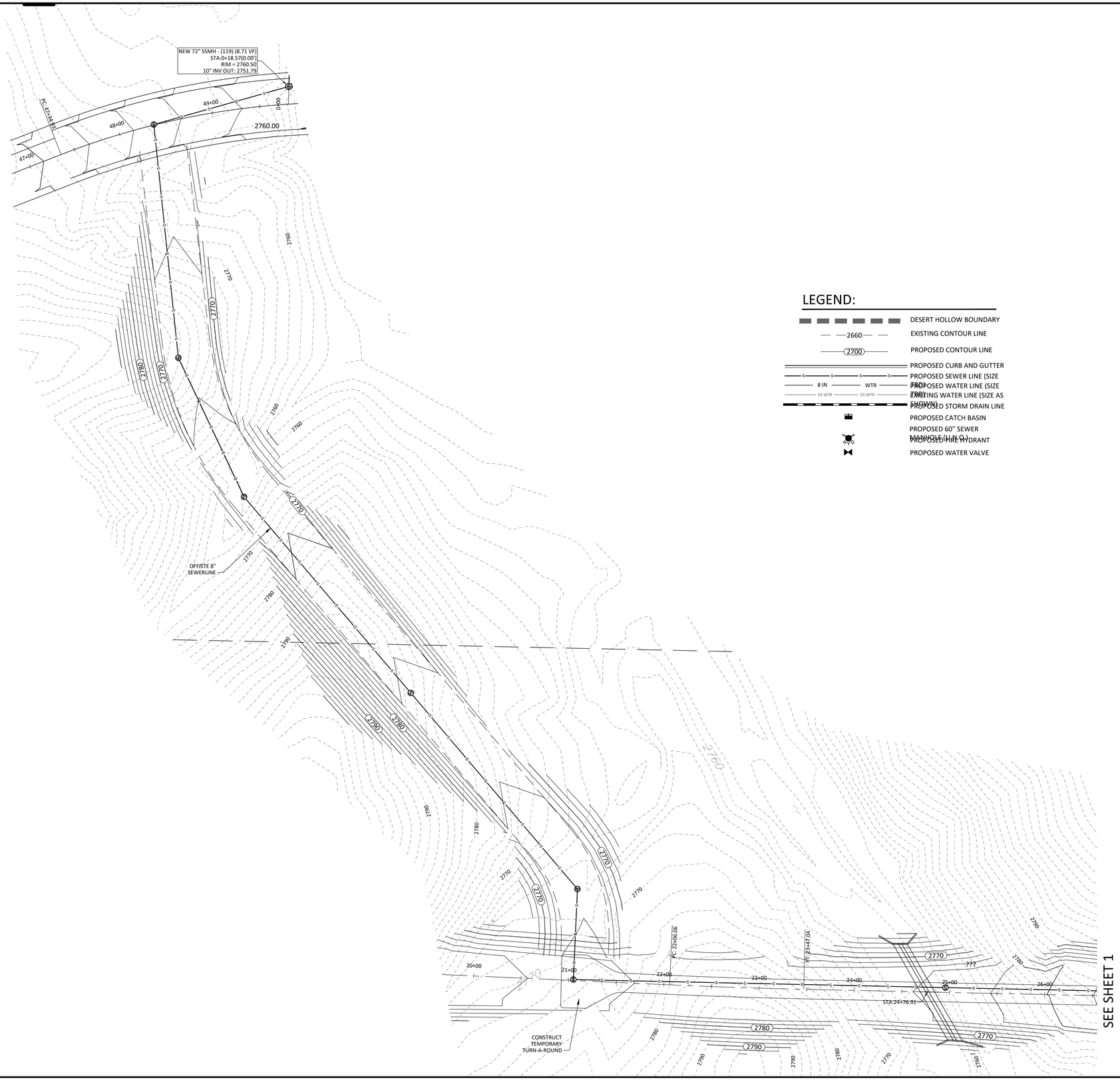
DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite #2
St. George, UT 84770
Office (435) 628-2121
www.developmentsolutions.co

DATE :	7-17-19
PM :	KM
DRAWN BY :	XX
DESIGNED BY :	XX
CHECKED BY :	XX
PROJECT NO. :	18-012
SCALE :	1"=50'

SHEET NUMBER :

1

1 OF 2 TOTAL



LEGEND:

- DESERT HOLLOW BOUNDARY
- 2660 — EXISTING CONTOUR LINE
- 2700 — PROPOSED CONTOUR LINE
- PROPOSED CURB AND GUTTER
- S — PROPOSED SEWER LINE (SIZE AS SHOWN)
- 8 IN WTR — PROPOSED WATER LINE (SIZE AS SHOWN)
- EX WTR — EXISTING WATER LINE (SIZE AS SHOWN)
- PROPOSED STORM DRAIN LINE
- PROPOSED CATCH BASIN
- PROPOSED 60" SEWER MANHOLE (U.N.O.)
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

N

50 0 50 100

SCALE IN FEET

PROFESSIONAL ENGINEER
KEVIN M. MILLER
No. 187067
7/17/19
STATE OF UTAH

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME :

DESERT SOLACE 2
AT DESERT CANYONS
ST. GEORGE, UTAH

SHEET NAME :

PRELIMINARY PLAT

DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite #2
St. George, UT 84770
Office (435) 628-2121
www.developmentsolutions.co

DATE :	7-17-19
PM :	KM
DRAWN BY :	XX
DESIGNED BY :	XX
CHECKED BY :	XX
PROJECT NO. :	18-012
SCALE :	1"=50'

SHEET NUMBER :

2

2 OF 2 TOTAL

Preliminary Plat

Desert Solace 2

Location: Generally located west of 3000 East on Rimrunner Drive in Desert Canyons

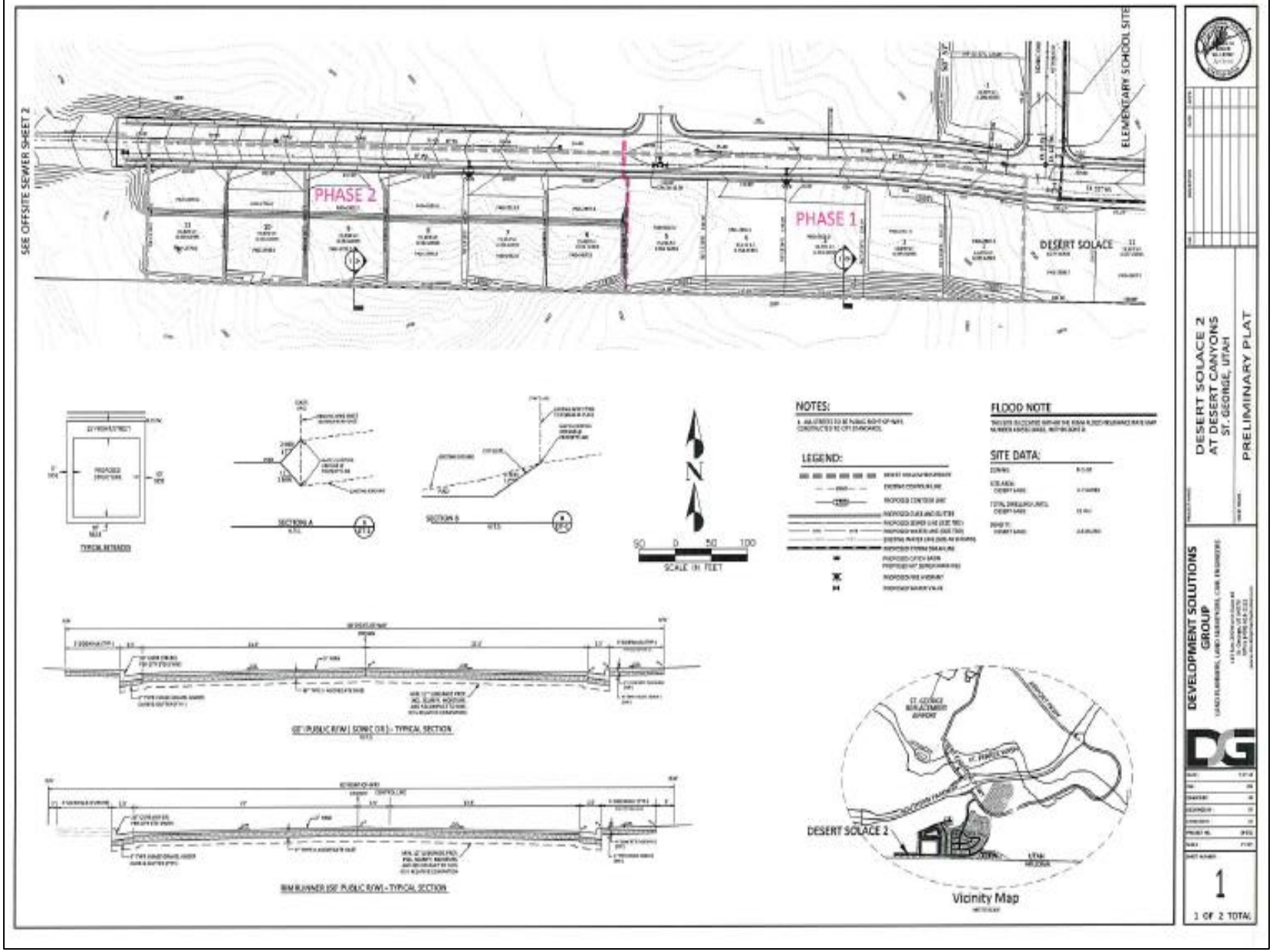
Area: 4.7 acres

Case #: 2019-PP-032

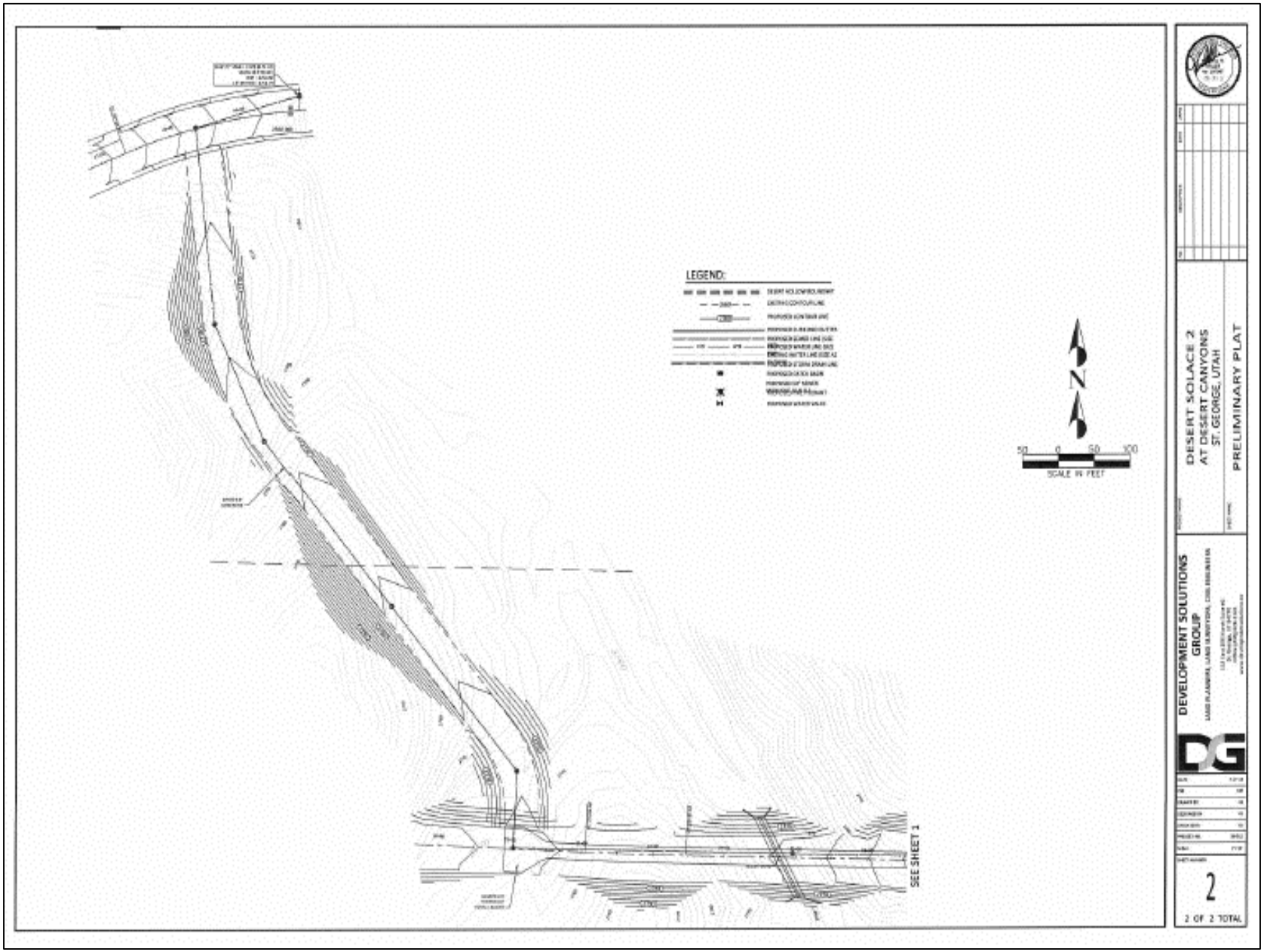
Desert Solace 2



Desert Solace 2



Desert Solace 2



DRAFT

Agenda Item Number : 07

Request For Council Action

Date Submitted	08/06/2019 03:49 PM
Proposed City Council Date	08/15/2019
Applicant	Steve Kamlowsky
Subject	Consider approval of a preliminary plat for Elmwood Phases 6 and 7.
Background	This is the preliminary plat for Elmwood Phases 6-7, a 21-lot residential subdivision located at 3430 East and 3130 South. The property is zoned R-1-8 (Single Family Residential, 8,000 sf minimum lot size). This is an extension of the existing Elmwood Estates to the east.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketelmwoodestatesphases6-7080619154954.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: 08/13/2019
CITY COUNCIL MEETING: 08/15/2019

Preliminary Plat
Elmwood Estates Phases 6-7
Case No. 2019-PP-030

Request: To consider approval of a Preliminary Plat for a 21-lot residential subdivision to be known as Elmwood Estates Phases 6-7

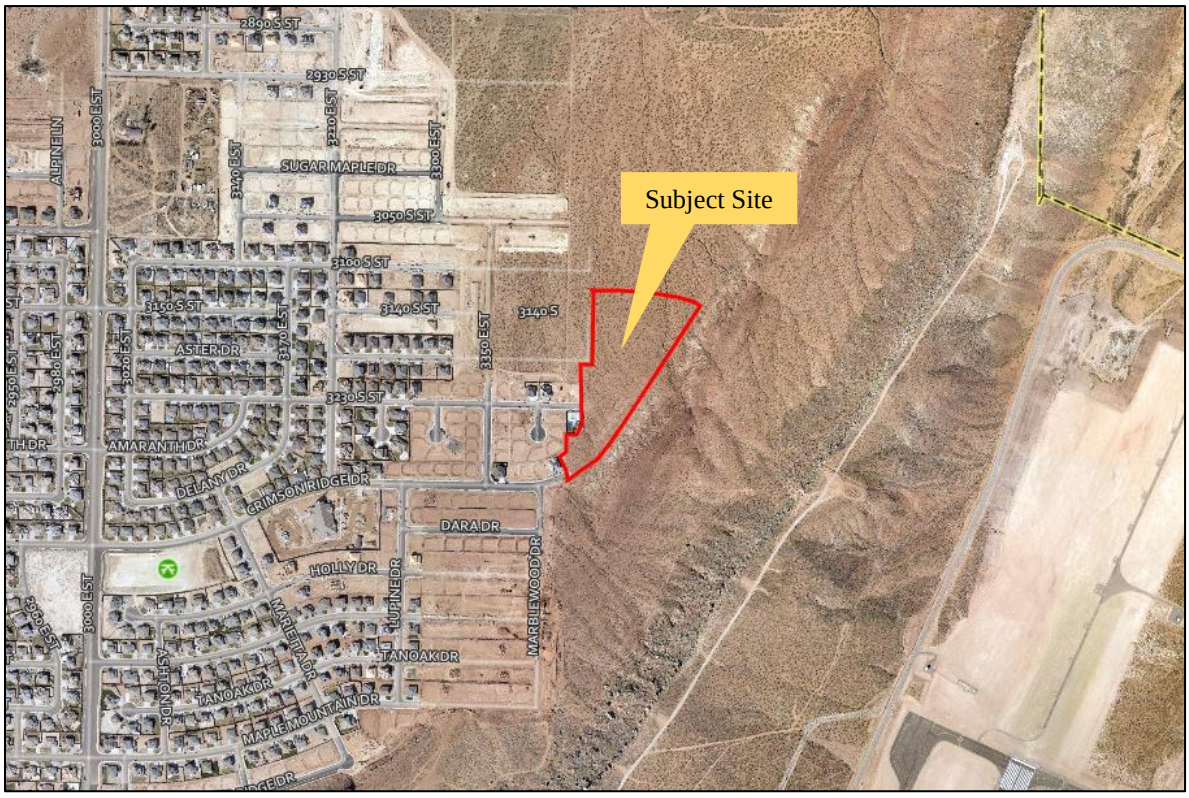
Location: Generally located at 3430 East and 3130 South

Area: 7.16 acres

Applicant: Steve Kamlowsky, Development Solutions Group

Zoning: R-1-8 (Single Family Residential, 8,000 sf minimum lot size)

General Plan: LDR (Low Density Residential)



Adjacent Zones: Adjacent Zones:

North	R-1-8 (Single Family Residential, 8,000 sf minimum lot size)
South	R-1-8 (Single Family Residential, 8,000 sf minimum lot size)
East	R-1-8 (Single Family Residential, 8,000 sf minimum lot size)
West	R-1-8 (Single Family Residential, 8,000 sf minimum lot size)

Background:
This preliminary plat is for a 21-lot residential subdivision to be called Elmwood Estates Phases 6-7. This is an extension of the existing Elmwood Estates to the east. This property was recently rezoned as R-1-8 (Single Family Residential, 8,000 sf minimum lot size) (case # 2019-ZC-026).

Recommendation:
Staff would like to ensure that this project is developed in a manner that is in the best interest of the health, safety, and welfare of the citizens; and therefore, recommends approval of this Preliminary Plat.

Alternatives:

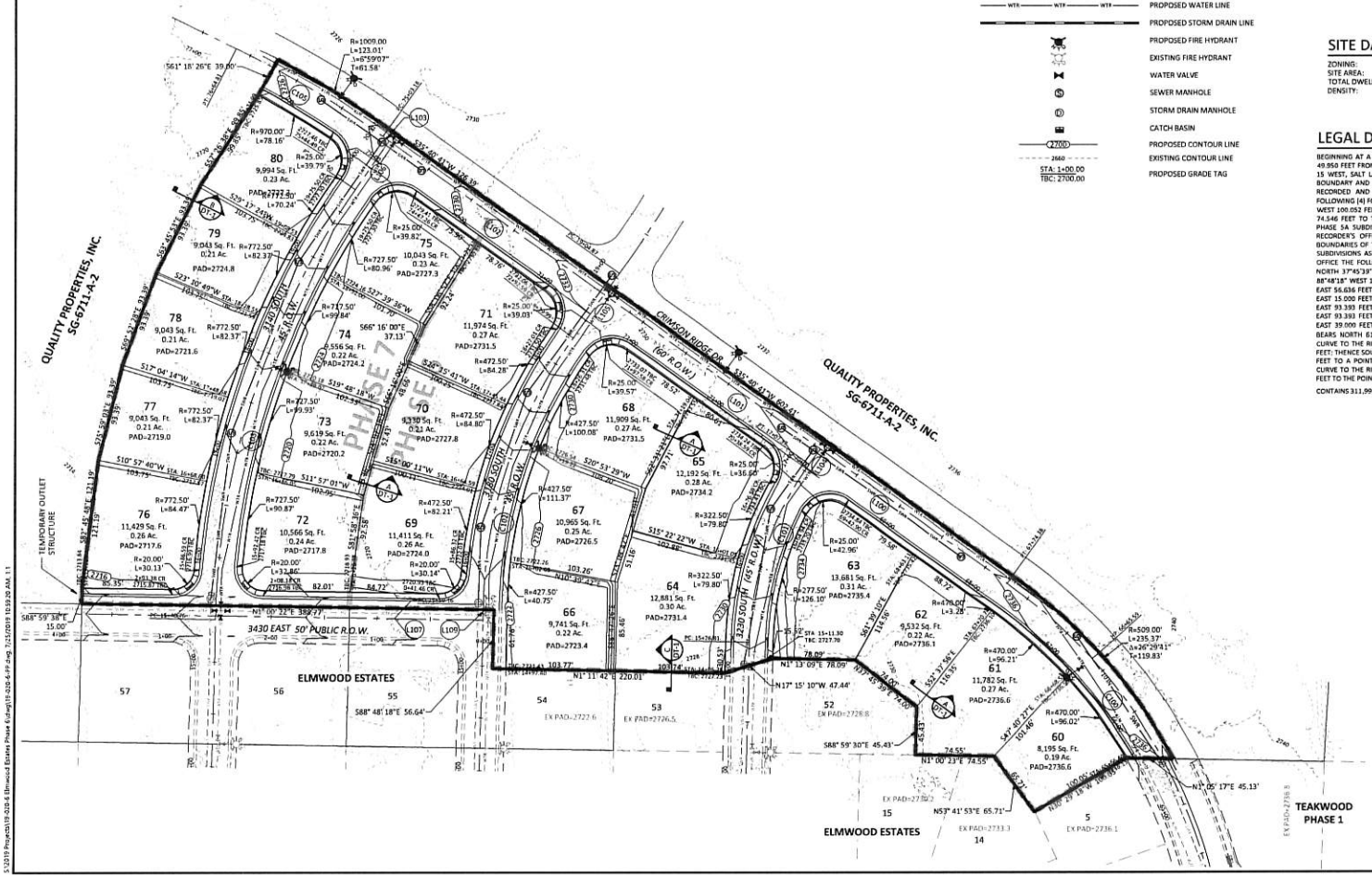
1. Approve this Preliminary Plat.
2. Approve this Preliminary Plat with conditions.
3. Deny this Preliminary Plat.
4. Table the proposed Preliminary Plat to a specific date.

PRELIMINARY PLAT

FOR

ELMWOOD ESTATES PHASES 6-7

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 43 SOUTH, RANGE 15 WEST, S.L.B.&M.

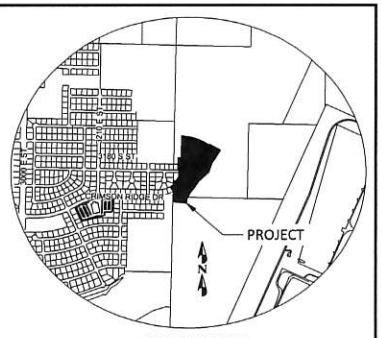


SCALE IN FEET

LEGEND

- SUBDIVISION BOUNDARY
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- WATER VALVE
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- PROPOSED GRADE TAG

STA: 1+00.00
TBC: 2700.00



VICINITY MAP

SITE DATA:

ZONING:	R-1-8
SITE AREA:	7.16 ACRES
TOTAL DWELLING UNITS:	21 UNITS
DENSITY:	2.9 DU/AC

LEGAL DESCRIPTION

BEGINNING AT A POINT NORTH 01°00'22" EAST ALONG THE SECTION LINE, A DISTANCE OF 49.950 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE EASTERLY BOUNDARY AND LINE EXTENDED OF THE ELMWOOD ESTATES - PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE THE FOLLOWING (4) FOUR COURSES: (1) NORTH 01°00'22" EAST 45.098 FEET; (2) NORTH 30°29'18" WEST 100.052 FEET; (3) NORTH 53°41'53" EAST 65.715 FEET; AND (4) NORTH 01°00'23" EAST 74.546 FEET TO THE SOUTHWESTERLY BOUNDARY CORNER OF THE ELMWOOD ESTATES - PHASE 5A SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION AND THE BOUNDARIES OF THE ELMWOOD ESTATES - PHASE 5B AND ELMWOOD ESTATES - PHASE 5C SUBDIVISIONS AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE THE FOLLOWING (7) SEVEN COURSES: (1) SOUTH 88°59'30" EAST 45.430 FEET; (2) NORTH 37°45'39" EAST 74.000 FEET; (3) NORTH 01°12'37" EAST 123.091 FEET; (4) NORTH 88°48'18" WEST 15.011 FEET; (5) NORTH 01°11'42" EAST 220.008 FEET; (6) SOUTH 88°48'18" EAST 56.636 FEET; AND (7) NORTH 01°00'22" EAST 388.768 FEET; THENCE SOUTH 88°59'38" EAST 15.000 FEET; THENCE SOUTH 82°45'48" EAST 121.192 FEET; THENCE SOUTH 75°59'03" EAST 93.393 FEET; THENCE SOUTH 69°52'28" EAST 93.393 FEET; THENCE SOUTH 63°45'53" EAST 93.393 FEET; THENCE SOUTH 57°26'38" EAST 99.848 FEET; THENCE SOUTH 61°18'26" EAST 39.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 61°18'26" WEST); THENCE ALONG THE ARC OF A 1009.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°59'07", A DISTANCE OF 123.013 FEET; THENCE SOUTH 35°40'41" WEST 126.385 FEET; THENCE SOUTH 35°40'41" WEST 602.413 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 509.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°29'11", A DISTANCE OF 235.298 FEET TO THE POINT OF BEGINNING.

CONTAINS 311,991 SQ. FT., (7.162 ACRES)

CENTERLINE LINE TABLE		
LINE	BEARING	LENGTH
L100	N35°40'41"E	218.54'
L101	N35°40'41"E	252.18'
L102	N35°40'41"E	250.86'
L103	N35°40'41"E	7.22'
L104	S54°19'19"E	17.91'
L105	S54°19'19"E	50.20'
L106	S55°35'38"E	56.07'
L107	N1°00'22"E	252.50'
L109	S88°48'20"E	15.15'

CENTERLINE CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C100	500.00'	226.22'	25°55'24"	115.08'
C101	300.00'	180.55'	34°28'59"	93.10'
C102	450.00'	270.83'	34°28'59"	139.66'
C103	750.00'	431.20'	32°56'29"	221.74'
C105	1000.00'	136.25'	7°48'23"	68.23'

STEVEN M. KAMLOWSKY
No. 8362092
7/25/19
STATE OF UTAH

NO	DESCRIPTION	DATE	APP'D

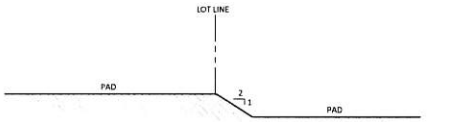
PROJECT NAME: ELMWOOD ESTATES
PHASES 6-7
LOCATED IN ST. GEORGE, UTAH

SHEET NAME: PRELIMINARY PLAT

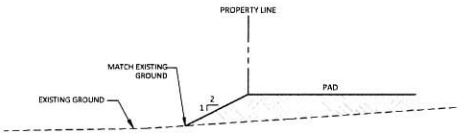
DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
120 East St. George Blvd Suite #301
St. George, UT 84770
Office (435) 628-2121
www.developmentsolutions.co

DATE :	7/25/19
PM :	SK
DRAWN BY :	SK
DESIGNED BY :	SK
CHECKED BY :	SK
PROJECT NO :	19-070-6
SCALE :	1"=50'
SHEET NUMBER :	P-1

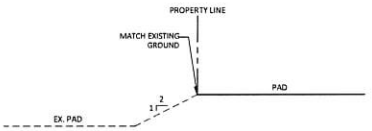
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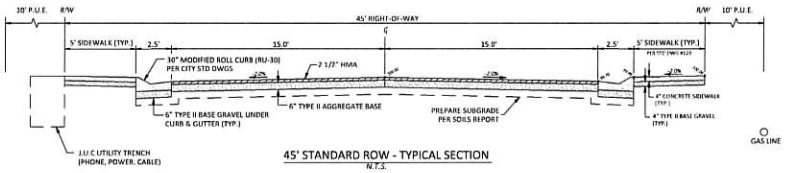
SECTION A
N.T.S.



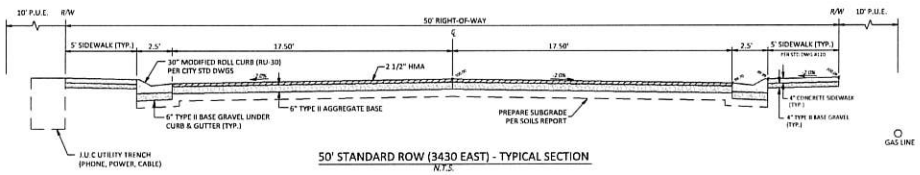
SECTION B
N.T.S.



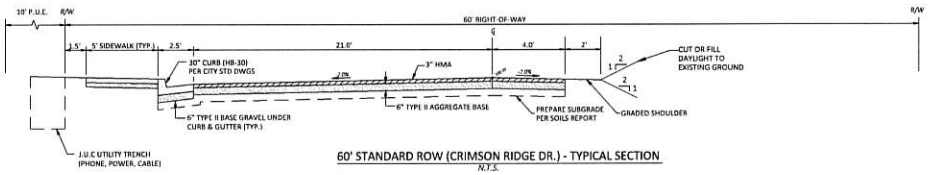
SECTION C
N.T.S.



45' STANDARD ROW - TYPICAL SECTION
N.T.S.



50' STANDARD ROW (3430 EAST) - TYPICAL SECTION
N.T.S.



60' STANDARD ROW (CRIMSON RIDGE DR.) - TYPICAL SECTION
N.T.S.

STEVEN M. KAMLOWSKY
No. 8362092
7/25/19
STATE OF UTAH

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME
ELMWOOD ESTATES PHASES 6-7
RESIDENTIAL SUBDIVISION
LOCATED IN ST. GEORGE, UTAH

SHEET NAME
PRELIMINARY PLAT

DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
120 East St. George Blvd Suite #101
St. George, UT 84770
Office (435) 628-2121
www.developmentsolutions.co

DATE :	7/25/19
PM :	SK
DRAWN BY :	SK
DESIGNED BY :	SK
CHECKED BY :	SK
PROJECT NO :	19-070-6
SCALE :	1"=50'

SHEET NUMBER :

DT-1

2 OF 2 TOTAL

S:\2019 Projects\19-070-6 Elmwood Estates Phase 6 dwg\19-070-6-PP.dwg, 7/25/2019 10:59:15 AM, 1:1

Preliminary Plat

Elmwood Estates Phases 6-7

Location: Generally located at 3430 East and 3130 South

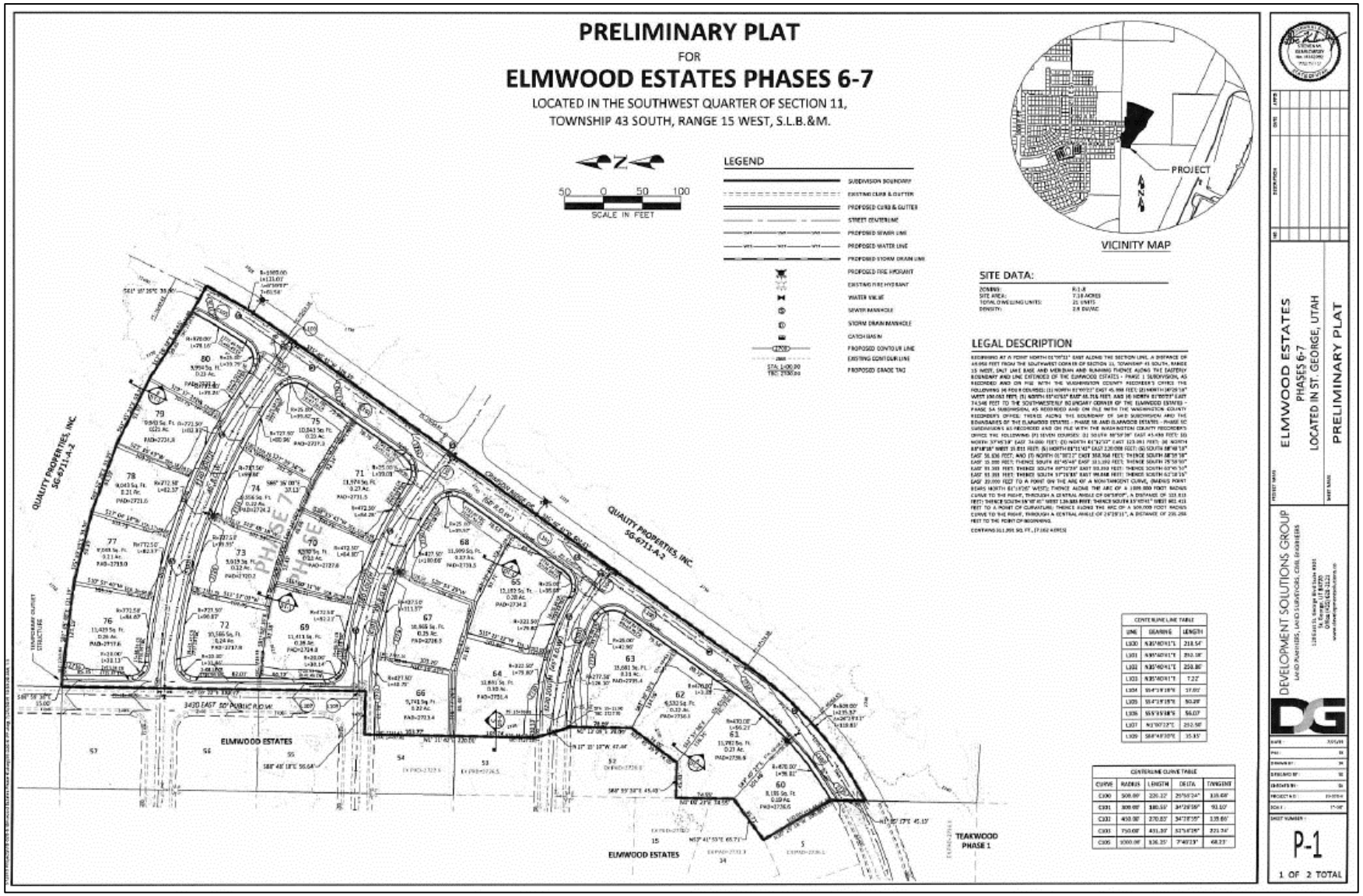
Area: 7.16 acres

Case #: 2019-PP-030

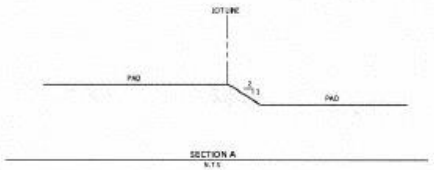
Elmwood Estates Phases 6-7

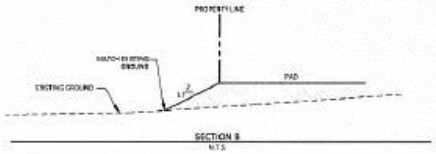


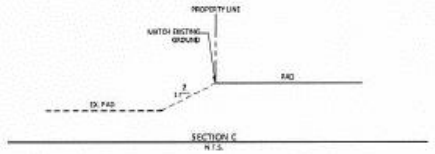
Elmwood Estates Phases 6-7

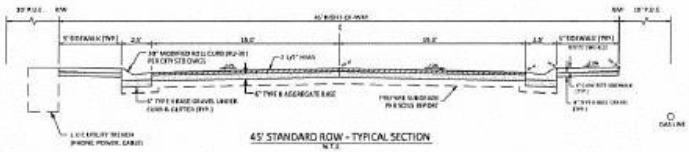


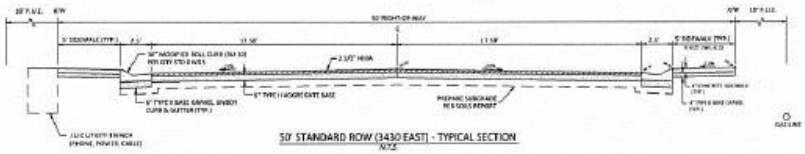
Elmwood Estates Phases 6-7

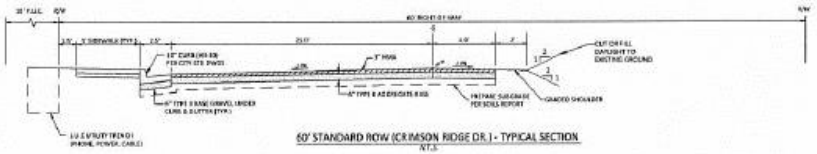












DEVELOPMENT SOLUTIONS GROUP

PROJECT NAME: ELMWOOD ESTATES PHASES 6-7
RESIDENTIAL SUBDIVISION
LOCATED IN ST. GEORGE, UTAH

SHEET NAME: PRELIMINARY PLAT

DT-1

2 OF 2 TOTAL

DRAFT

Agenda Item Number : 08

Request For Council Action

Date Submitted	08/06/2019 03:53 PM
Proposed City Council Date	08/15/2019
Applicant	Steve Kamlowsky
Subject	Consider approval of a preliminary plat for Rosewood Estates Phase 5.
Background	This is the preliminary plat for Rosewood Estates Phase 5, a 31-lot residential subdivision located at 3430 East Street and 3050 South Street. The property is zoned R-1-8 (Single Family Residential, 8,000 sf minimum lot size). All lots will be over the 8,00 sq. ft. minimum lot size. The density will be 3 dwelling units per acre.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketrosewoodestatesphase5080619155335.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: 08/13/2019
CITY COUNCIL MEETING: 08/15/2019

Preliminary Plat
Rosewood Estates Phase 5
Case No. 2019-PP-031

Request: To consider approval of a Preliminary Plat for a 31-lot residential subdivision to be known as Rosewood Estates Phase 5

Location: Generally located east of 3050 South and 3100 South

Area: 33.7 acres

Applicant: Development Solutions, Steve Kamlowsky

Zoning: R-1-8 (Single Family Residential, 8,000 sf minimum lot size)

General Plan: LDR (Low Density Residential)



Adjacent Zones: Adjacent Zones:

North	R-1-8 (Single Family Residential, 8,000 sf minimum lot size)
South	R-1-8 (Single Family Residential, 8,000 sf minimum lot size)
East	R-1-8 (Single Family Residential, 8,000 sf minimum lot size)
West	R-1-8 (Single Family Residential, 8,000 sf minimum lot size)

Background:
This preliminary plat is for a 31-lot residential subdivision to be called Rosewood Estates Phase 5. All lots will be over the 8,000 minimum lot size. The density will be 3 dwelling units per acre, which meets the General Plan land use designation of LDR (Low Density Residential).

Recommendation:
Staff would like to ensure that this project is developed in a manner that is in the best interest of the health, safety, and welfare of the citizens; and therefore, recommends approval of this Preliminary Plat.

Alternatives:

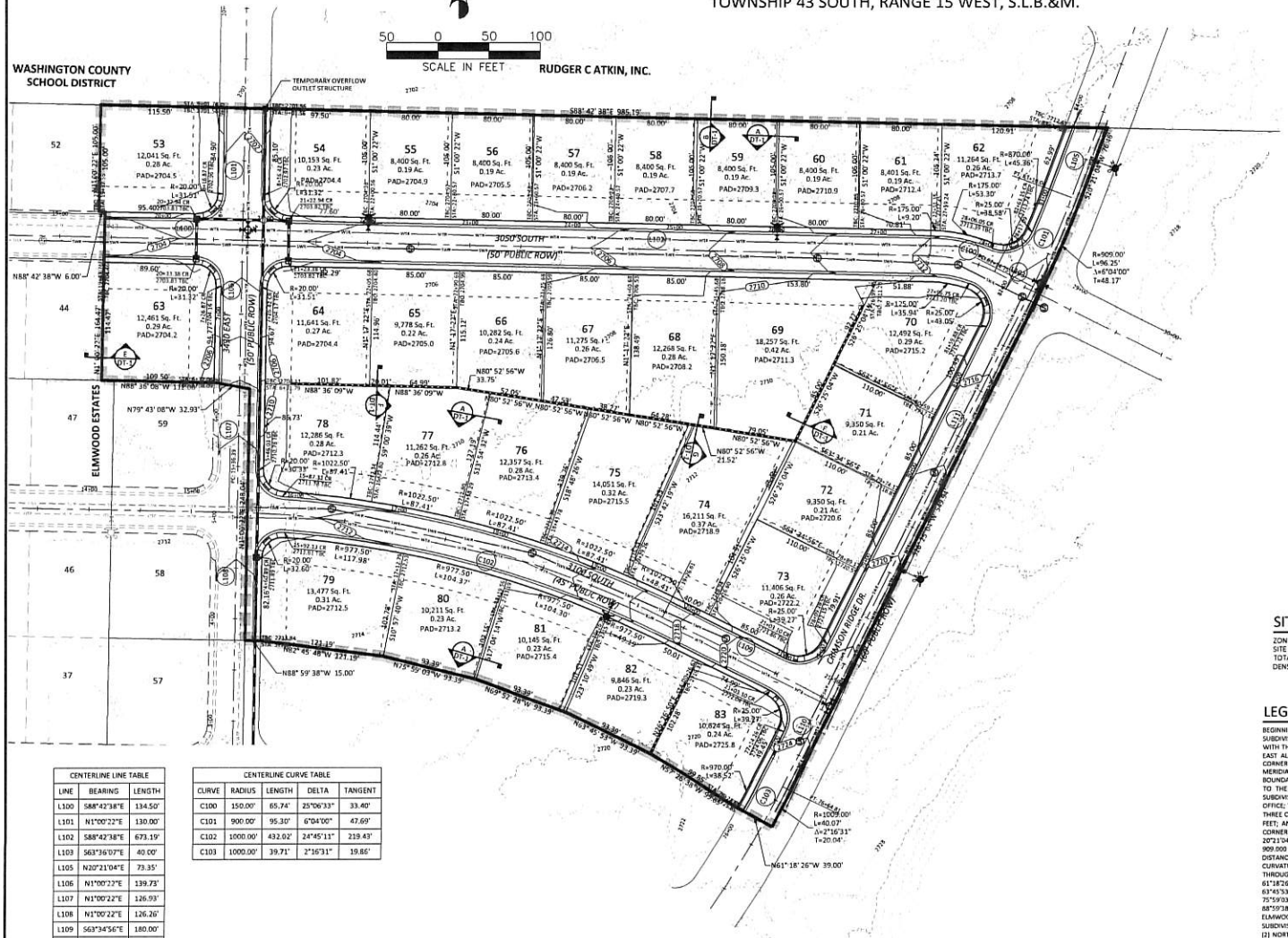
1. Approve this Preliminary Plat.
2. Approve this Preliminary Plat with conditions.
3. Deny this Preliminary Plat.
4. Table the proposed Preliminary Plat to a specific date.

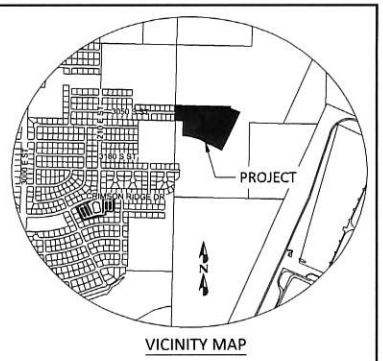
PRELIMINARY PLAT

FOR

ROSEWOOD ESTATES PHASES 5

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 43 SOUTH, RANGE 15 WEST, S.L.B.&M.





VICINITY MAP

LEGEND

- SUBDIVISION BOUNDARY
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- WATER VALVE
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- PROPOSED GRADE TAG (STA: 1+00.00, TBC: 2700.00)
- RETAINING WALL

SITE DATA:

ZONING:	R-1-8
SITE AREA:	10.47 ACRES
TOTAL DWELLING UNITS:	31 UNITS
DENSITY:	3.0 DU/AC

LEGAL DESCRIPTION

BEGINNING AT THE COMMON BOUNDARY CORNER OF THE ELMWOOD ESTATES - PHASE 5D SUBDIVISION AND ELMWOOD ESTATES - PHASE 4 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 01°00'22" EAST ALONG THE SECTION LINE, A DISTANCE OF 1339.780 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°45'28" WEST ALONG THE NORTHERLY BOUNDARY OF SAID ELMWOOD ESTATES - PHASE 4 SUBDIVISION, A DISTANCE OF 12.000 FEET TO THE SOUTHEASTERLY BOUNDARY CORNER OF THE ROSEWOOD ESTATES - PHASE 4 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES: (1) NORTH 01°00'22" EAST 164.500 FEET; (2) NORTH 88°42'38" WEST 6.000 FEET; AND (3) NORTH 01°00'22" EAST 105.001 FEET TO THE NORTHEASTERLY BOUNDARY CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°42'38" EAST 985.187 FEET; THENCE SOUTH 20°21'04" WEST 76.462 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 909.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°04'00", A DISTANCE OF 96.249 FEET; THENCE SOUTH 26°25'04" WEST 549.941 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 1009.001 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°16'31", A DISTANCE OF 40.067 FEET; THENCE NORTH 61°18'26" WEST 39.000 FEET; THENCE NORTH 57°26'38" WEST 99.848 FEET; THENCE NORTH 63°45'53" WEST 93.393 FEET; THENCE NORTH 69°52'28" WEST 93.393 FEET; THENCE NORTH 75°59'03" WEST 93.393 FEET; THENCE NORTH 82°45'48" WEST 121.192 FEET; THENCE NORTH 88°59'38" WEST 15.000 FEET TO THE SOUTHEASTERLY BOUNDARY CORNER OF SAID ELMWOOD ESTATES - PHASE 5D SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES: (1) NORTH 01°00'22" EAST 248.037 FEET; (2) NORTH 79°43'08" WEST 32.931 FEET; AND (3) NORTH 88°36'08" WEST 100.003 FEET TO THE POINT OF BEGINNING.

CONTAINS 455,843 SQ. FT., (10.465 ACRES)

CENTERLINE LINE TABLE		
LINE	BEARING	LENGTH
L100	S88°42'38"E	134.50'
L101	N1°00'22"E	130.00'
L102	S88°42'38"E	673.19'
L103	S63°36'07"E	40.00'
L105	N20°21'04"E	73.35'
L106	N1°00'22"E	139.73'
L107	N1°00'22"E	126.93'
L108	N1°00'22"E	126.26'
L109	S63°34'56"E	180.00'
L110	N26°25'04"E	96.95'
L111	N26°25'04"E	452.99'

CENTERLINE CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C100	150.00'	65.74'	25°06'33"	33.40'
C101	900.00'	95.30'	6°04'00"	47.69'
C102	1000.00'	432.02'	24°45'11"	219.43'
C103	1000.00'	39.71'	2°16'31"	19.86'

STEVEN M. SAMLOWSKY
No. 8562092
7/25/19
STATE OF UTAH

NO:	DESCRIPTION	DATE	APP'D

PROJECT NAME: ROSEWOOD ESTATES PHASES 5 LOCATED IN ST. GEORGE, UTAH

SHEET NAME: PRELIMINARY PLAT

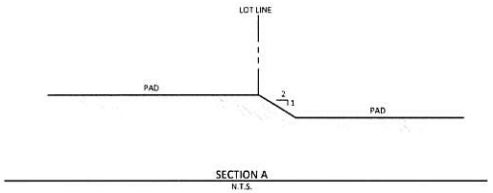
DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
120 East St. George Blvd Suite #101
St. George, UT 84770
Office (435) 628-2121
www.developmentsolutionsgroup.com

DATE:	7/25/19
PM:	SK
DRAWN BY:	SK
DESIGNED BY:	SK
CHECKED BY:	SK
PROJECT NO:	19-021-5
SCALE:	1"=50'

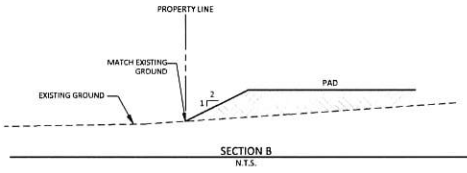
SHEET NUMBER: P-1

1 OF 2 TOTAL

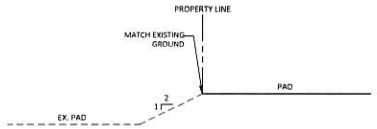
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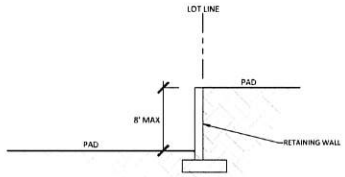
SECTION A
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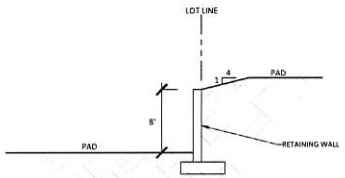
SECTION B
N.T.S.



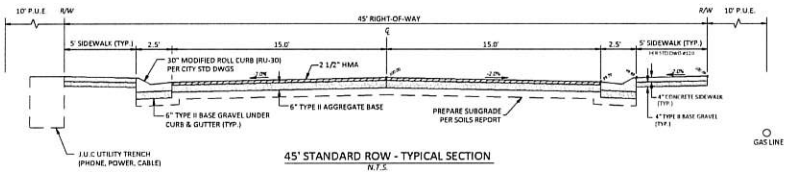
SECTION E
N.T.S.



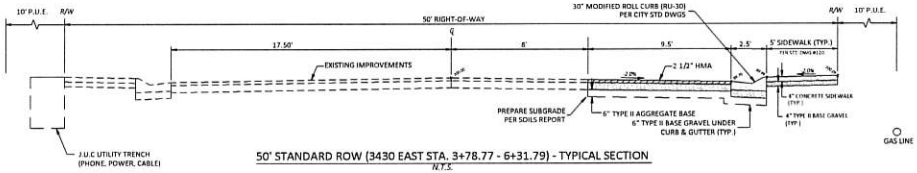
SECTION F
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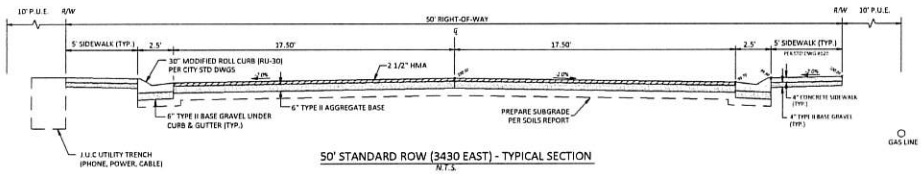
SECTION G
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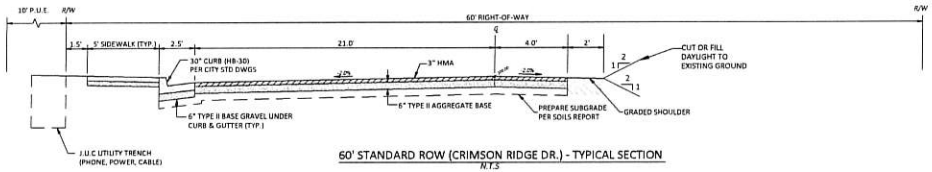
45' STANDARD ROW - TYPICAL SECTION
N.T.S.



50' STANDARD ROW (3430 EAST STA. 3+78.77 - 6+31.79) - TYPICAL SECTION
N.T.S.



50' STANDARD ROW (3430 EAST) - TYPICAL SECTION
N.T.S.



60' STANDARD ROW (CRIMSON RIDGE DR.) - TYPICAL SECTION
N.T.S.

STEVEN M. KAMLOWSKY
No. 8362092
STATE OF UTAH

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME
ROSEWOOD ESTATES
PHASES 5
LOCATED IN ST. GEORGE, UTAH

SHEET NAME
DETAILS & SECTIONS

DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
120 East St. George Blvd Suite #301
St. George, UT 84770
Office: 435.313.7111
www.developmentsolutions.co

DATE	7/25/19
PM	SK
DRAWN BY	SK
DESIGNED BY	SK
CHECKED BY	SK
PROJECT NO.	19-021-6
SCALE	1"=50'

SHEET NUMBER
DT-1
2 OF 2 TOTAL

S:\2019 Projects\19-021-S Rosewood Estates Phase 5\dwg\19-021-S-PP.dwg 7/25/2019 10:51:54 AM 1:1

Preliminary Plat

Rosewood Estates Phase 5

Location: Generally located east of 3050 South and 3100 South

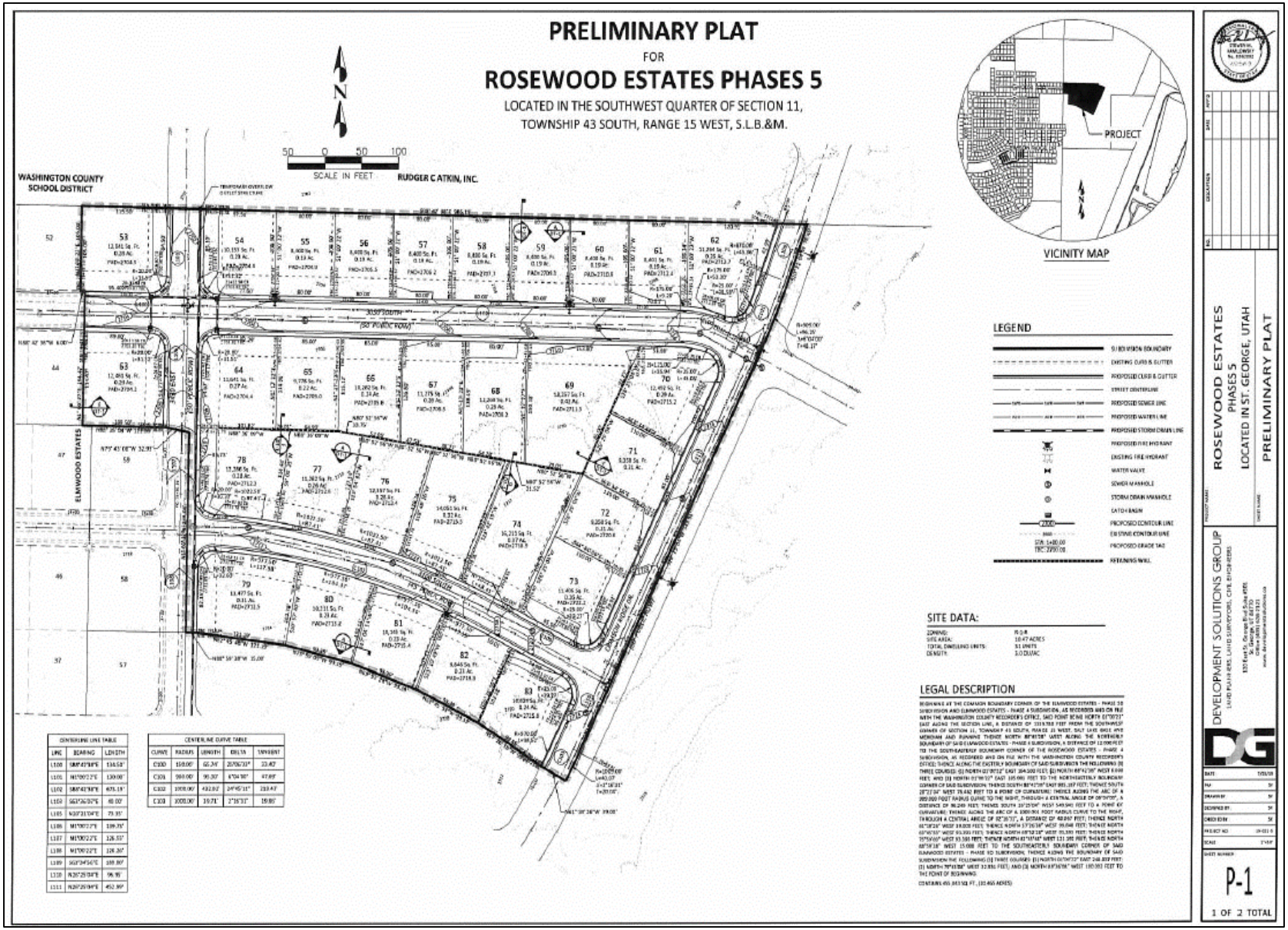
Area: 33.7 acres

Case #: 2019-PP-031

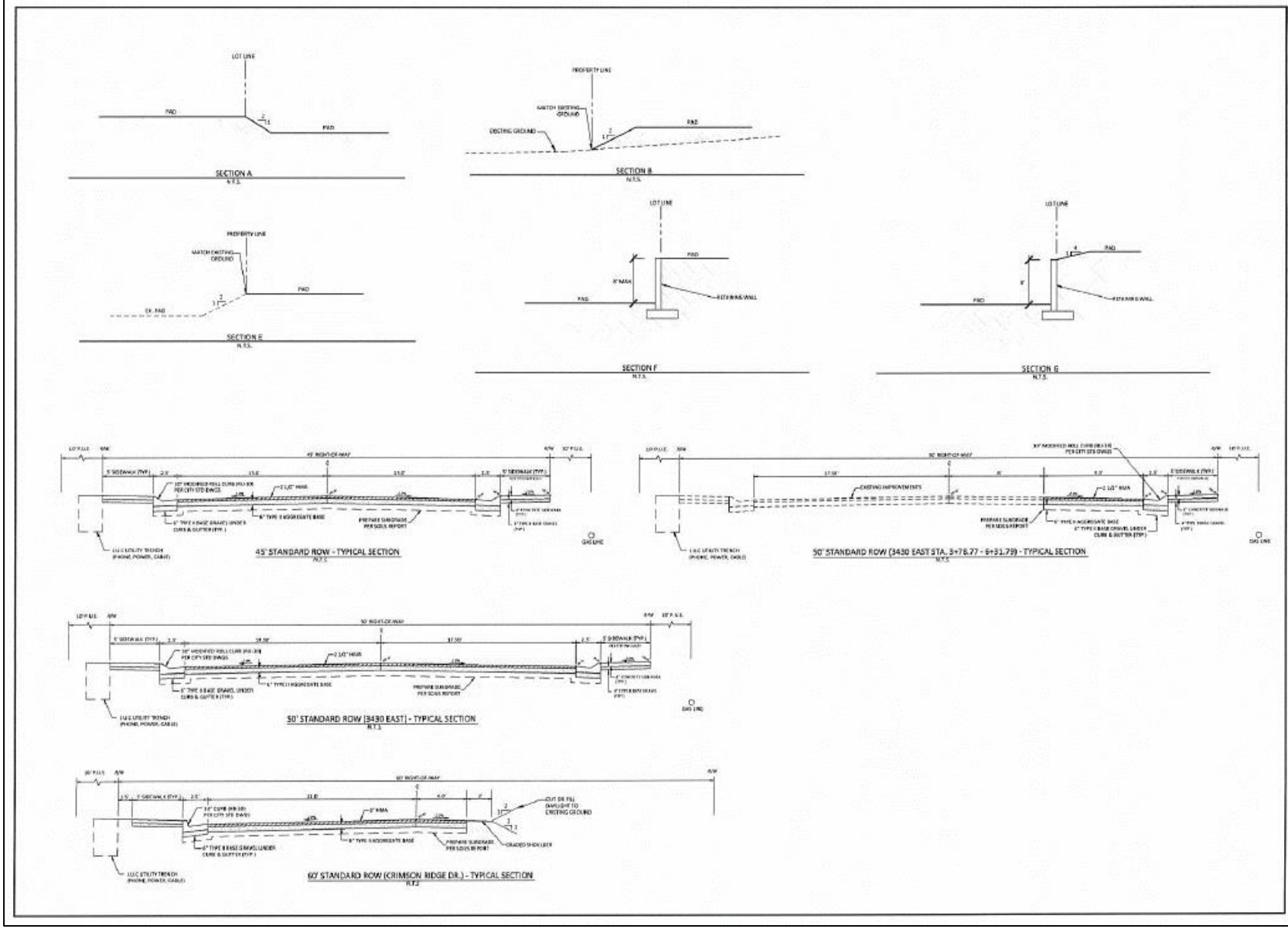
Rosewood Estates Phase 5



Rosewood Estates Phase 5



Rosewood Estates Phase 5



DRAFT

Agenda Item Number : 09

Request For Council Action

Date Submitted	08/06/2019 03:29 PM
Proposed City Council Date	08/15/2019
Applicant	Ryan Thomas
Subject	Consider approval of a preliminary plat for Sage Canyon Phases 8-11.
Background	This is the preliminary plat for Sage Canyon Phases 8-11, a 98-lot residential subdivision located north of Southern Parkway, south of White Dome Drive and east of Dwarf Bear Poppy Drive; zoning is R-1-10 (Single Family Residential, 10,000 sf minimum lot size). Lot-size averaging will be used on this plat.
Proposed Resolution	The preliminary plat will be considered by the Planning Commission on August 13, 2019.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketsagecanyonphases8-11080619152954.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

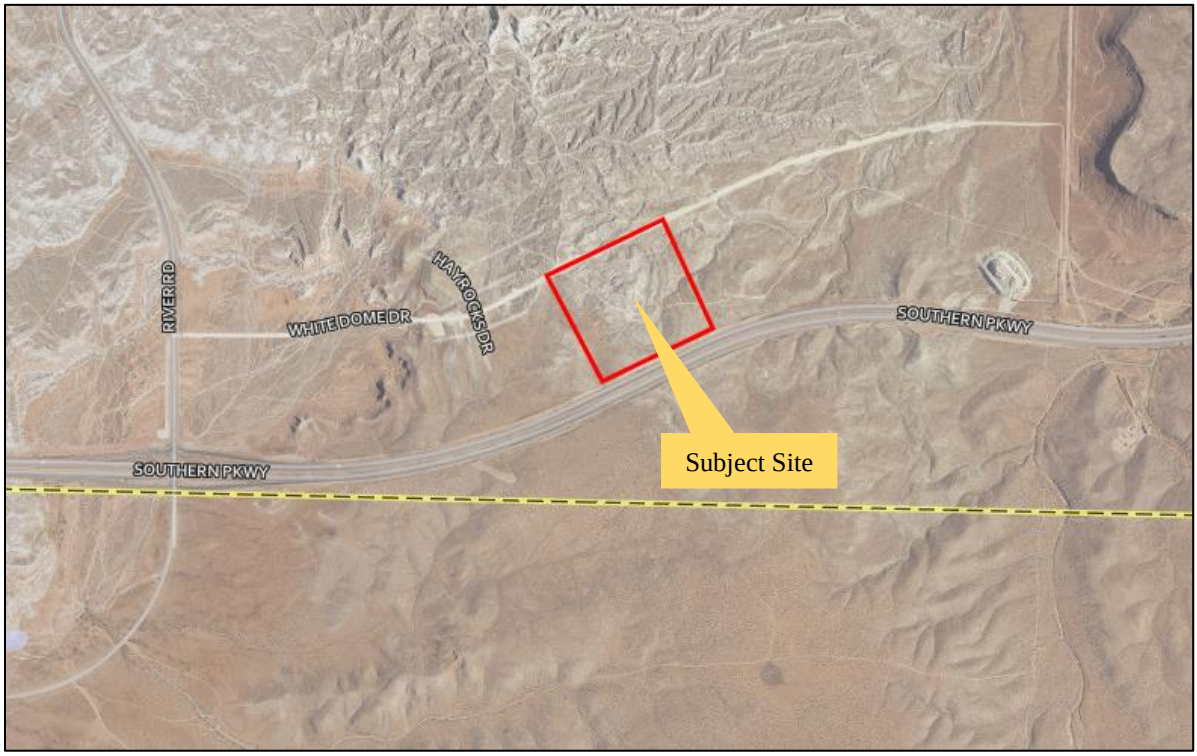
St.George
Community Development

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: 08/13/2019
CITY COUNCIL MEETING: 08/15/2019

Preliminary Plat
Sage Canyon Phases 8-11
Case No. 2019-PP-026

Request:	To consider approval of a Preliminary Plat for a 98-lot residential subdivision to be known as Sage Canyon Phases 8-11
Location:	Generally located at north of Southern Parkway, south of White Dome Drive and east of Dwarf Bear Poppy Drive
Area:	30.98 acres
Applicant:	Development Solutions Group, LLC, Ryan Thomas representative
Zoning:	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
General Plan:	LDR (Low Density Residential)



Adjacent Zones: Adjacent Zones:

North	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
South	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
East	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
West	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)

Background:

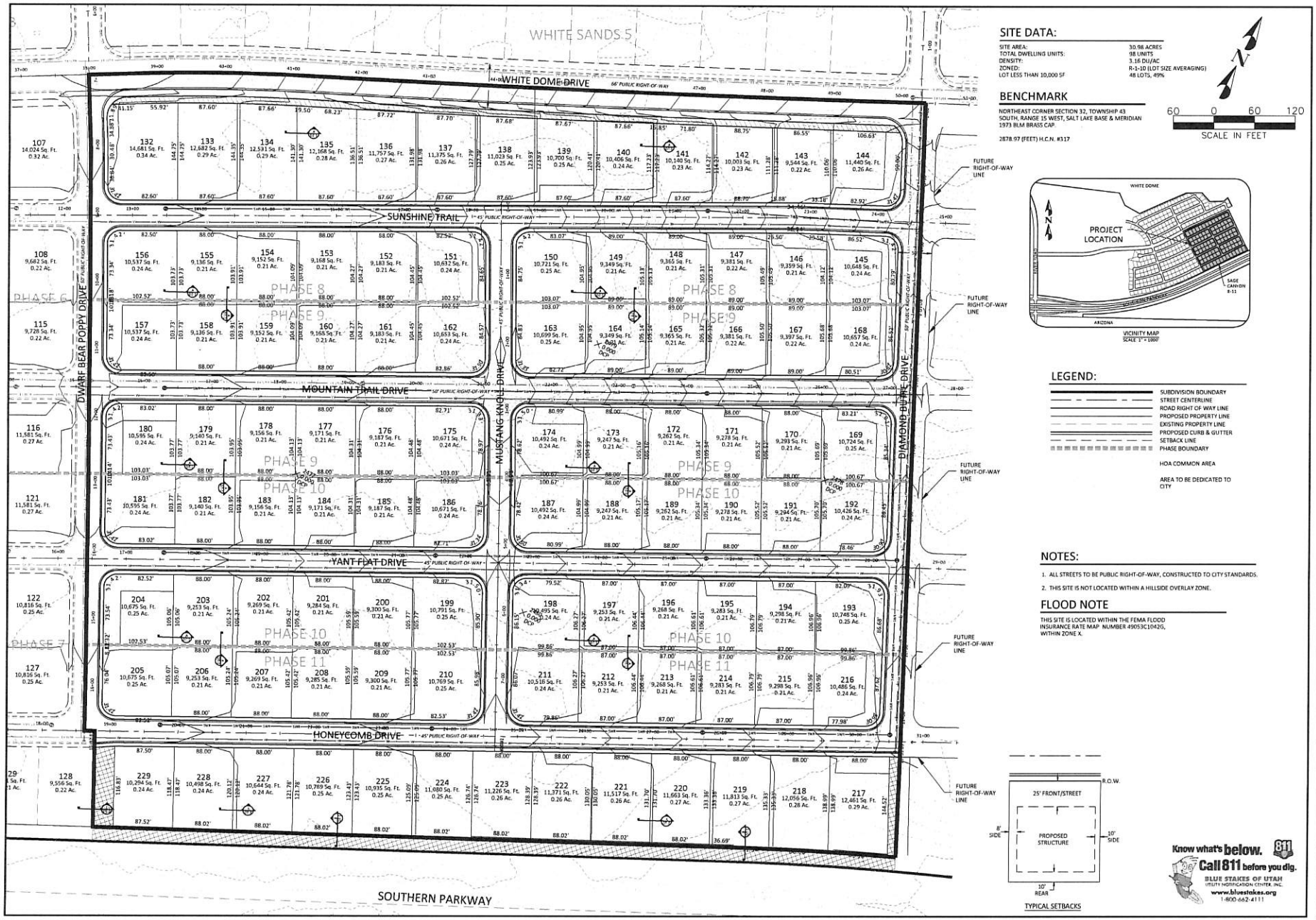
This preliminary plat is for a 98-lot residential subdivision to be called Sage Canyon Phases 8-11. Lot-size averaging will be used on this preliminary plat. 49 lots are over the 10,000 sf minimum lot size and 49 lots are under the 10,000 sf minimum lot size. This meets the regulation which allows no more than half of the lots to be under 10,000 sf (10-7B-6.F.2.g). All of the lots meet or exceed the 80' minimum width size.

Recommendation:

Staff would like to ensure that this project is developed in a manner that is in the best interest of the health, safety, and welfare of the citizens; and therefore, recommends approval of this Preliminary Plat.

Alternatives:

1. Approve this Preliminary Plat.
2. Approve this Preliminary Plat with conditions.
3. Deny this Preliminary Plat.
4. Table the proposed Preliminary Plat to a specific date.



SITE DATA:

SITE AREA:	30.98 ACRES
TOTAL DWELLING UNITS:	98 UNITS
DENSITY:	3.16 DU/AC
ZONED:	R-1-10 (LOT SIZE AVERAGING)
LOT LESS THAN 10,000 SF	48 LOTS, 49%

BENCHMARK

NORTHEAST CORNER SECTION 32, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN
1973 BLM BRASS CAP

2878.97 (FEET) H.C.N. #317

60 0 60 120
SCALE IN FEET

VICINITY MAP
SCALE: 1" = 1000'

LEGEND:

- SUBDIVISION BOUNDARY
- STREET CENTERLINE
- ROAD RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED CURB & GUTTER
- SETBACK LINE
- PHASE BOUNDARY

HOA COMMON AREA

AREA TO BE DEDICATED TO CITY

NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.
2. THIS SITE IS NOT LOCATED WITHIN A HILLSIDE OVERLAY ZONE.

FLOOD NOTE

THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER #9053C1042G, WITHIN ZONE X.

TYPICAL SETBACKS

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

NO	DESCRIPTION	DATE	APPD

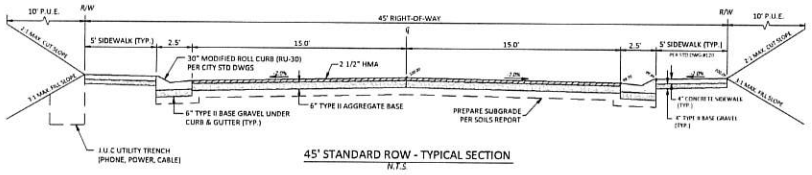
PROJECT NAME: SAGE CANYON PHASES 8-11
LOCATED IN ST. GEORGE, UTAH

SHEET NAME: PRELIMINARY PLAT

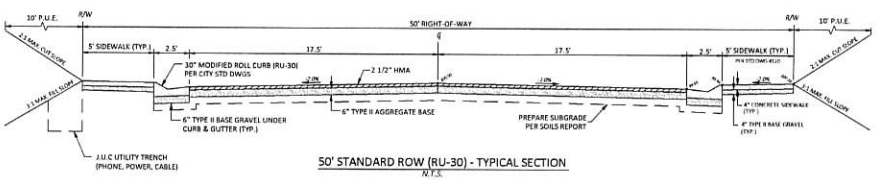
DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS
120 East St. George Blvd Suite #301
St. George, UT 84770
Office (435) 628-7121 - Fax (435) 674-3553
www.developmentsolutionsutah.com

DATE	JULY 2019
PM	RT
DRAWN BY	RT
DESIGNED BY	RT
CHECKED BY	RT
PROJECT NO	17-014
SCALE	1"=60'

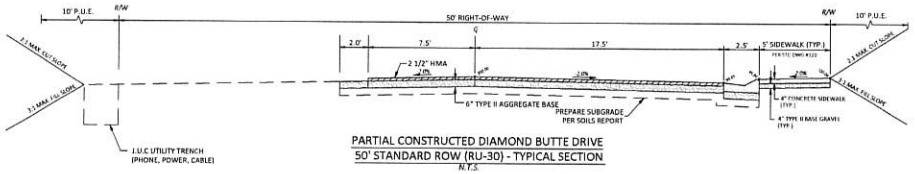
SHEET NUMBER
PP-1
1 OF 2 TOTAL



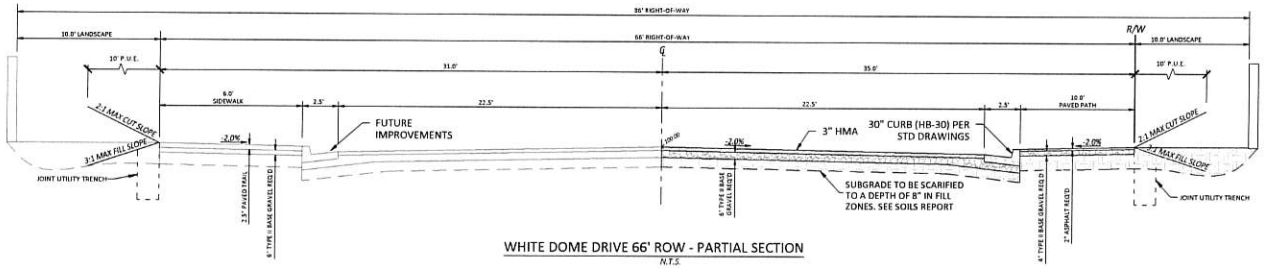
45' STANDARD ROW - TYPICAL SECTION
N.T.S.



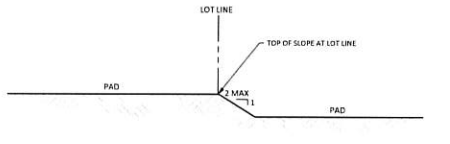
50' STANDARD ROW (RU-30) - TYPICAL SECTION
N.T.S.



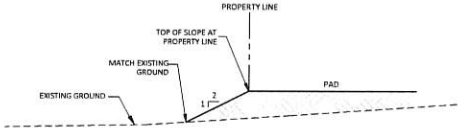
PARTIAL CONSTRUCTED DIAMOND BUTTE DRIVE
50' STANDARD ROW (RU-30) - TYPICAL SECTION
N.T.S.



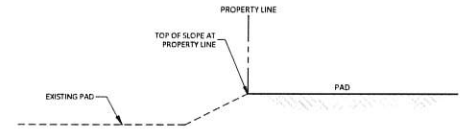
WHITE DOME DRIVE 66' ROW - PARTIAL SECTION
N.T.S.



SECTION A
N.T.S.
A DT-1



SECTION B
N.T.S.
B DT-1



SECTION C
N.T.S.
C DT-1

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

NO	DESCRIPTION	DATE	APP'D

PROJECT NAME
SAGE CANYON
PHASES 8-11
LOCATED IN ST. GEORGE, UTAH

SHEET NAME
DETAILS

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS
120 East St. George Blvd Suite #101
St. George, UT 84770
Office (435) 628-3121 Fax (435) 674-3553
www.developmentsolutionsinc.com

DATE	JULY 2019
PM	RT
DRAWN BY	RT
DESIGNED BY	RT
CHECKED BY	RT
PROJECT NO.	17-016
SCALE	NTS

SHEET NUMBER
DT-1
2 OF 2 TOTAL

Preliminary Plat

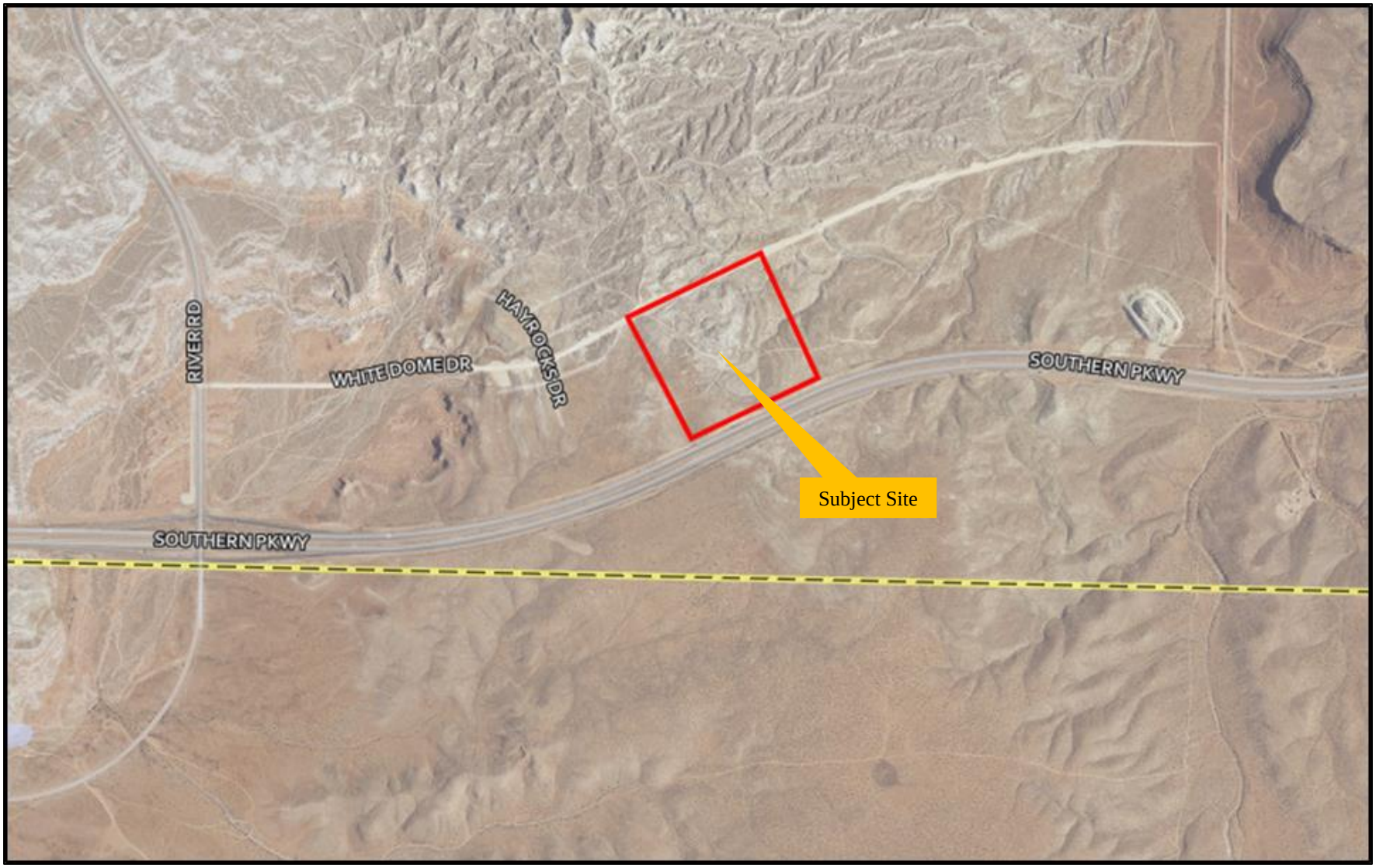
Sage Canyon Phases 8-11

Location: North of Southern Parkway, south of White Dome Drive, east of Dwarf Bear Poppy Drive

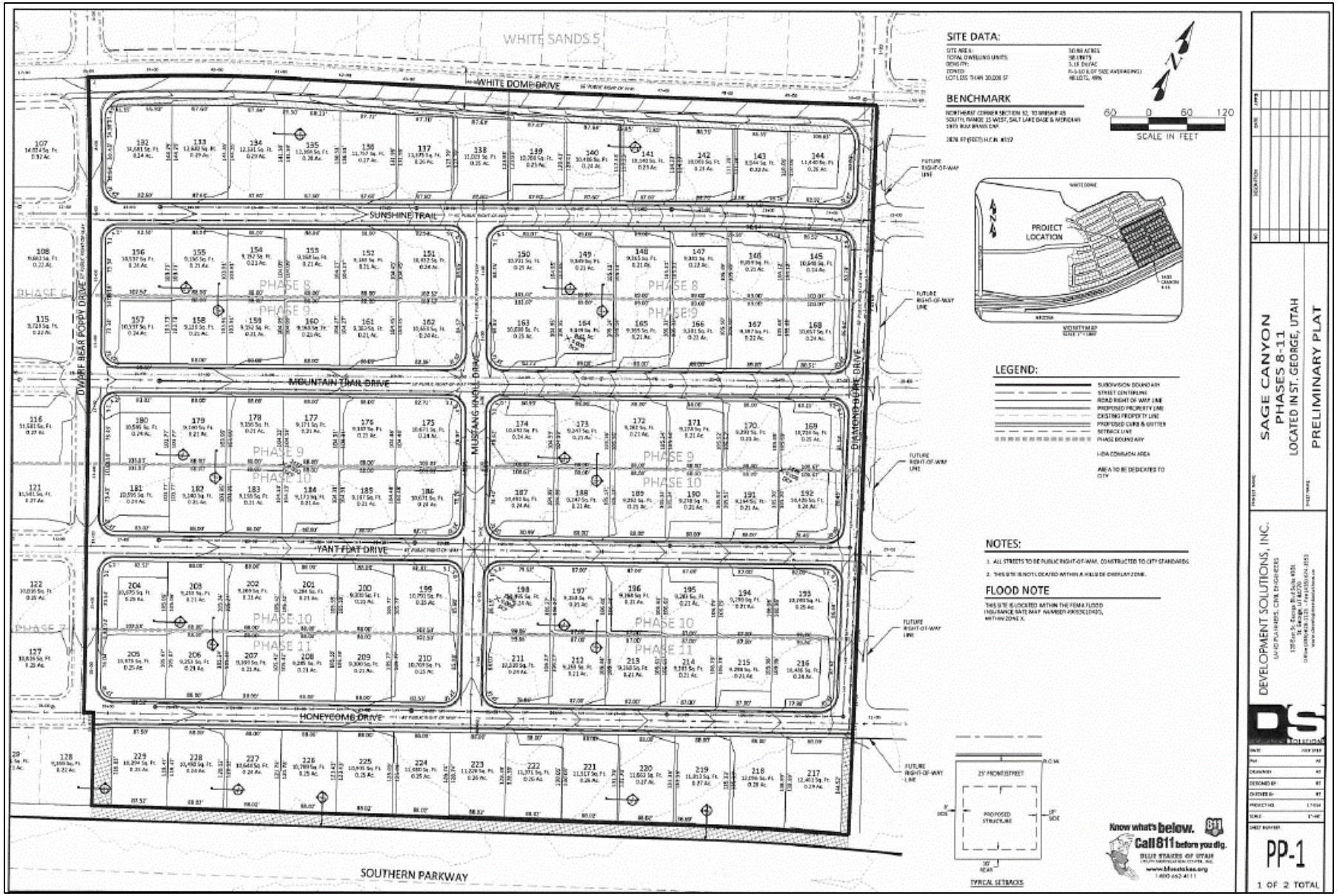
Area: 30.98 acres

Case #: 2019-PP-026

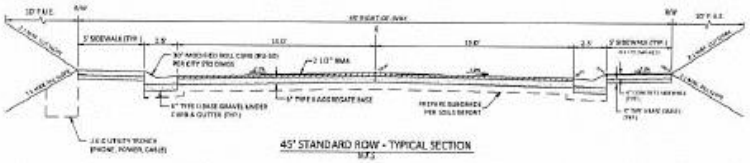
Sage Canyon Phases 8-11



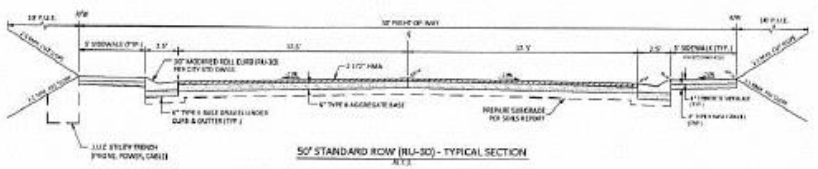
Sage Canyon Phases 8-11



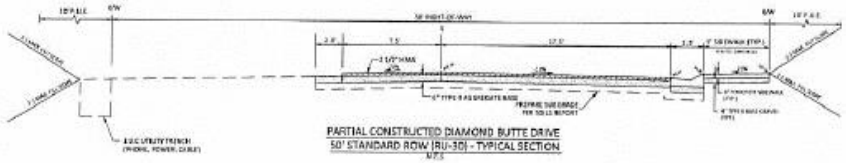
Sage Canyon Phases 8-11



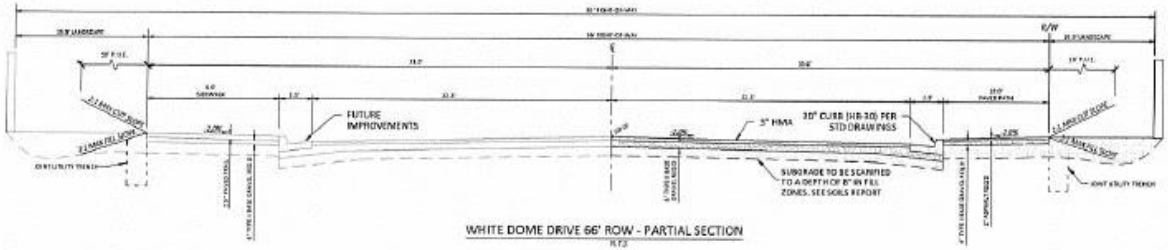
45' STANDARD ROW - TYPICAL SECTION



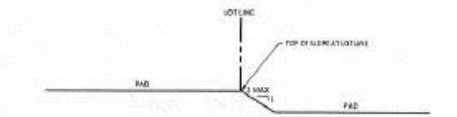
50' STANDARD ROW (RU-30) - TYPICAL SECTION



PARTIAL CONSTRUCTED DIAMOND BUTTE DRIVE
50' STANDARD ROW (RU-30) - TYPICAL SECTION



WHITE DOME DRIVE 66' ROW - PARTIAL SECTION



SECTION A



SECTION B



SECTION C

Know what's below. Call 811 before you dig.
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www.bluestakes.org
1 800 662 4111

SAGE CANYON
PHASES 8-11
LOCATED IN ST. GEORGE, UTAH

DETAILS

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS

DT-1

2 OF 2 TOTAL

DRAFT

Agenda Item Number : 10

Request For Council Action

Date Submitted	08/06/2019 03:40 PM
Proposed City Council Date	08/15/2019
Applicant	Ron Jensen
Subject	Consider approval of a preliminary plat for Springs Estates Phase 10.
Background	This is the preliminary plat for Springs Estates Phase 10, a 4-lot residential subdivision located at 2580 East Street and 1190 South Circle; zoning is RE-12.5 (Residential Estates 12,500 sf minimum lot size. Much of this plat falls within the Erosion Hazard Study line.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketspringsestatesph10080619154023.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: 08/13/2019
CITY COUNCIL MEETNG: 08/15/2019

Preliminary Plat
Springs Estates Phase 10
Case No. 2019-PP-028

Request: To consider approval of a Preliminary Plat for a 4-lot residential subdivision to be known as Springs Estates Phase 10

Location: Generally located at 2580 East Street and 1190 South Circle

Area: 4.35 acres

Applicant: Ron Jensen

Zoning: RE-12.5 (Residential Estates, 12,500 sf minimum lot size)

General Plan: LDR (Low Density Residential)



Adjacent Zones: Adjacent Zones:

North	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
South	RE-12.5 (Residential Estates, 12,500 sf minimum lot size)
East	RE-12.5 (Residential Estates, 12,500 sf minimum lot size) and RE-20 (Residential Estates, 20,000 sf minimum lot size)
West	R-1-10 (Single Family Residential, 10,000 sf minimum lot size) and RE-12.5 (Residential Estates, 12,500 sf minimum lot size)

Background:

This preliminary plat is for a 4-lot residential subdivision to be called Springs Estates Phase 10. Lot 104 is currently lot 62 of Springs Estates Phase 5 final plat and will need to be vacated before this plat can be recorded. Lot 104 also has double-frontage on two cul-de-sacs; a note will need to be placed on the final plat concerning the setbacks for this lot.

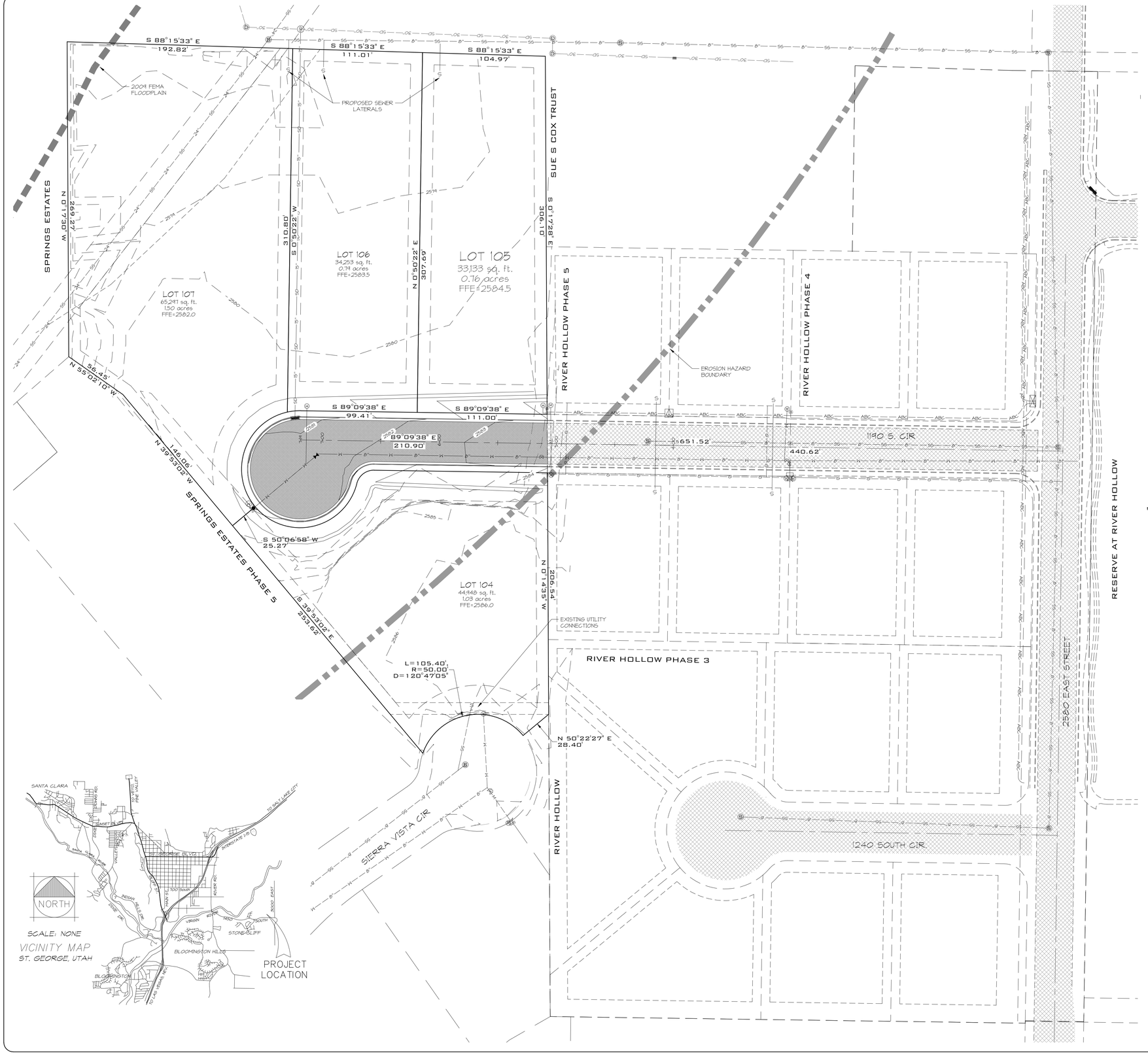
Recommendation:

Staff would like to ensure that this project is developed in a manner that is in the best interest of the health, safety, and welfare of the citizens; and therefore, recommends approval of this Preliminary Plat with the following conditions:

1. Lot 62 of Springs Estates Phase 5 final plat and will need to be vacated before this plat can be recorded.
2. A note will need to be placed on the final plat concerning the setbacks for lot 104.

Alternatives:

1. Approve this Preliminary Plat.
2. Approve this Preliminary Plat with conditions.
3. Deny this Preliminary Plat.
4. Table the proposed Preliminary Plat to a specific date.



LEGEND

- EXISTING 2' CONTOUR
- 2540 EXISTING 10' CONTOUR
- PROPOSED 1' CONTOUR
- 2540 PROPOSED 5' CONTOUR
- EXISTING ASPHALT PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED RETAINING WALL
- EXISTING WATER
- EXISTING SANITARY SEWER
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT

PROJECT ENGINEER

ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790
CONTACT: JASON WARD
(435) 673-8586

PROJECT OWNER/ DEVELOPER

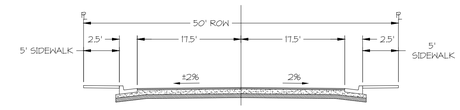
JENSEN & ASSOCIATES DEVELOPMENT, INC
P.O. BOX 810531
ST. GEORGE, UT 84781
CONTACT: RON JENSEN
(435) 628-3534

SITE DATA

CURRENT ZONING:
RE-20

PROJECT LAND USE:
RESIDENTIAL

TOTAL AREA:
189,349 SQ FT
4.35 ACRES



1190 SOUTH TYP CROSS SECTION
SCALE: NTS

PRELIMINARY PLAT SPRINGS ESTATES PHASE 10

A 4 LOT RESIDENTIAL DEVELOPMENT
IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 15 WEST OF THE
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

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NOTICE:
BOUNDARY UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

DATE:	4/11/2019
JOB NO.:	11350-14
DESIGNED BY:	JLW
CHECKED BY:	RMA
DWG:	Const

DATE / REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

Preliminary Plat
FOR
Springs Estates Ph10
Jensen & Sons Construction
St. George, Utah

STATE OF UTAH
No. 5254615
JASON L. WARD
4/11/2019
LICENSED PROFESSIONAL ENGINEER

SHEET
1.0
OF SHEETS

Preliminary Plat

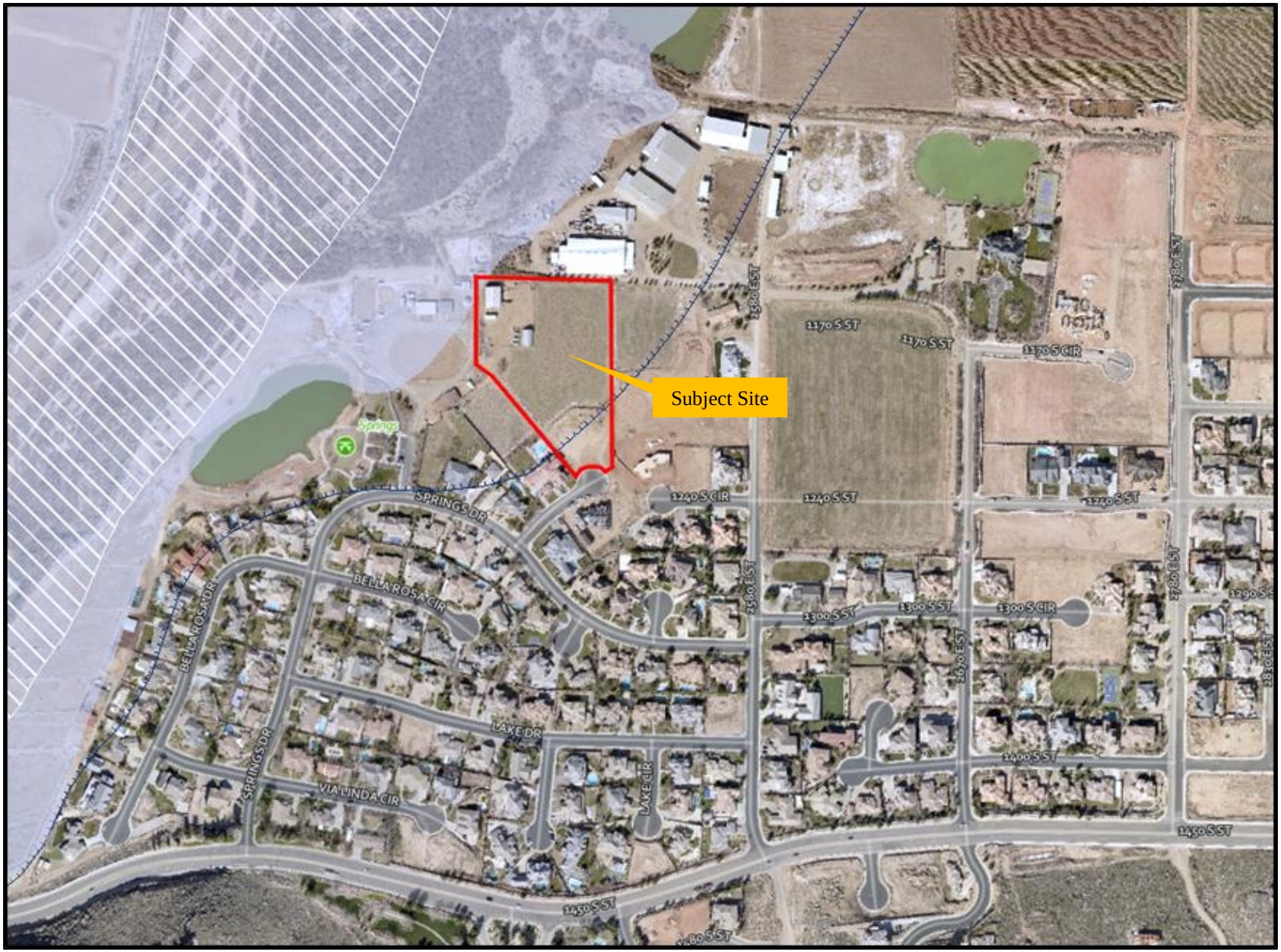
Springs Estates Phase 10

Location: Generally located at 2580 East Street and 1190 South Circle

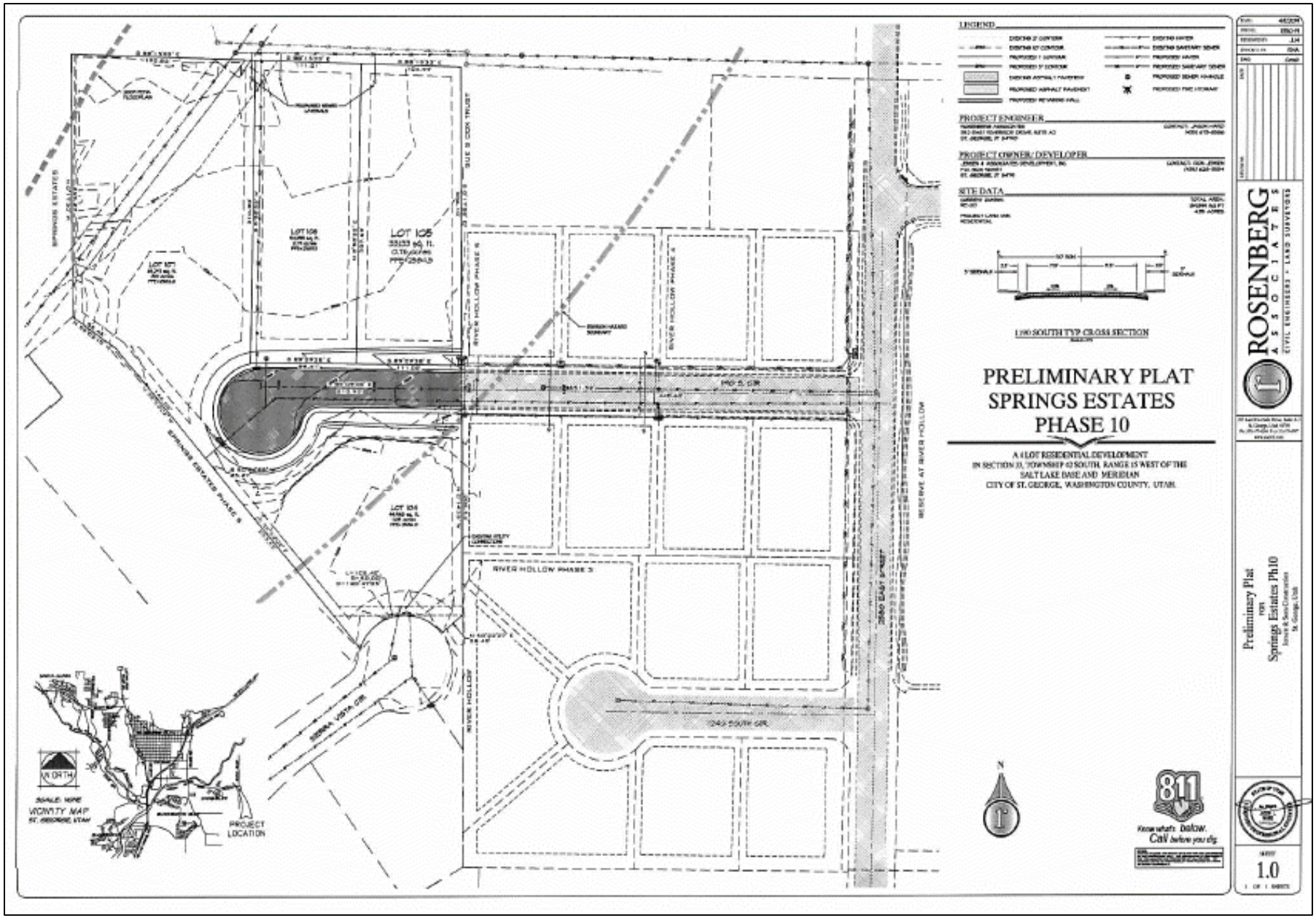
Area: 4.35 acres

Case #: 2019-PP-028

Springs Estates Phase 10



Springs Estates Phase 10



DRAFT

Agenda Item Number : 11

Request For Council Action

Date Submitted	08/06/2019 03:44 PM
Proposed City Council Date	08/15/2019
Applicant	Mark Teepen
Subject	Consider approval of a preliminary plat for Varano Vistas at Divario.
Background	This is the preliminary plat for Varano Vistas at Divrario, a 138-lot residential subdivision located at Divario Canyon Drive and Sentieri Vista Drive zoning is R-1-6 (Single Family Residential, 6,000 sf minimum lot size). A Hillside Development Permit has been obtained for this subdivision.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$N/A
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketvaranovistas080619154418.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: 08/13/2019
CITY COUNCIL MEETING: 08/15/2019

Preliminary Plat
Varano Vistas (PA 12)
Case No. 2019-PP-029

Request: To consider approval of a Preliminary Plat for a 138-lot residential subdivision to be known as Varano Vistas at Divario

Location: Generally located at Divario Canyon Drive and Sentieri Vista Drive

Area: 33.7 acres

Applicant: Mark Teepen

Zoning: R-1-6 (Single Family Residential, 6,000 sf minimum lot size)

General Plan: MDR (Medium Density Residential)



Adjacent Zones: Adjacent Zones:

North	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
South	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
East	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)
West	R-1-10 (Single Family Residential, 10,000 sf minimum lot size)

Background:
This preliminary plat is for a 138-lot residential subdivision to be called Varano Vistas. It is in the Divario development (Planning Area 12). This location was recently rezoned to support a R-1-6 (Single Family Residential, 6,000 sf minimum lot size) development. The R-1-6 zone requires that the landscaping and fencing be completed before a certificate of occupancy is issued on each unit.

Recommendation:
Staff would like to ensure that this project is developed in a manner that is in the best interest of the health, safety, and welfare of the citizens; and therefore, recommends approval of this Preliminary Plat.

Alternatives:

1. Approve this Preliminary Plat.
2. Approve this Preliminary Plat with conditions.
3. Deny this Preliminary Plat.
4. Table the proposed Preliminary Plat to a specific date.

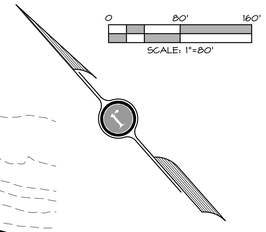
VARANO VISTAS AT DIVARIO

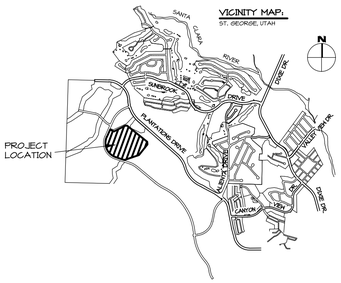
LOCATED IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 15 WEST OF THE
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

811 Know what's **Call** before you dig. below.

NOTICE:
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.







LEGEND

- EXISITNG CONT-MJR
- EXISTING CONT-MNR
- PROPOSED CONT-MJR
- PROPOSED CONT-MNR
- CUT-FACED ROCK SLOPE
- STACKED ROCK-FACED RETAINING WALL

OWNER/DEVELOPER/CONTACT

THE DEVELOPER FOR THIS PROJECT IS
730 ST. GEORGE, LLC
CONTACT : MARK TEEPEN
8716 SPANISH RIDGE AVE. #120
LAS VEGAS, NEVADA 89148
(702) 232-5799

PROJECT LOCATION

THE PROJECT IS LOCATED AT:
DIVARIO CANYON DRIVE

PROJECT ENGINEER

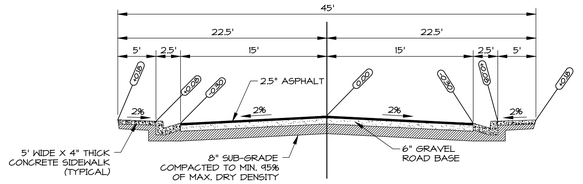
THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ALLEN HALL
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8586

GEOTECHNICAL ENGINEER

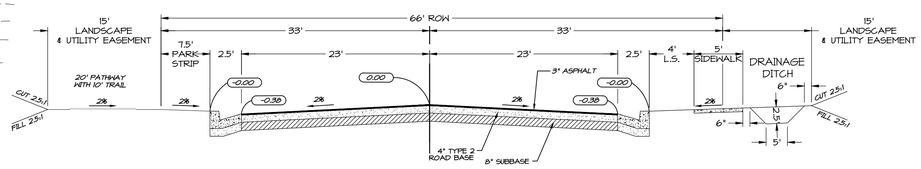
THE ENGINEER FOR THIS PROJECT IS:
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.
CONTACT: WAYNE ROGERS
158 WEST 1600 SOUTH
ST. GEORGE, UTAH 84770
(435) 673-6850

SITE DEVELOPMENT DATA

ACRES: 33.70
NUMBER OF LOTS: 138
DENSITY: 4.09 UNITS PER ACRE
45' PUBLIC STREETS
ZONING: CURRENT - R-1-10, PROPOSED R-1-6
MIN. LOT SIZE: 6,900 SF
SETBACKS: 20' FRONT
8' & 8' SIDES
10' REAR



45' STREET CROSS SECTION
SCALE: N.T.S.



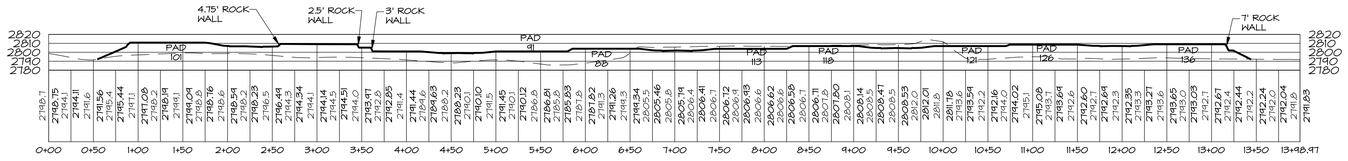
DIVARIO CANYON DRIVE CROSS SECTION
SCALE: N.T.S.

DATE: 7/23/19
JOB NO.: 1286-18-021
DESIGNED BY: AMH/DMH
CHECKED BY: RTR
DWG: PA 12 Pre Plat 2
REVISIONS DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

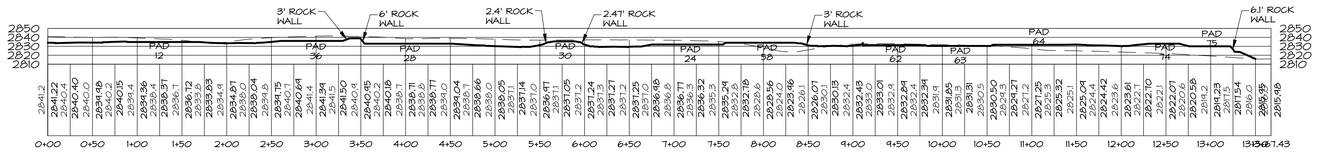
PRELIMINARY PLAT
FOR
VARANO VISTAS AT DIVARIO
ST. GEORGE
UTAH

SHEET
1
1 OF 2 SHEETS



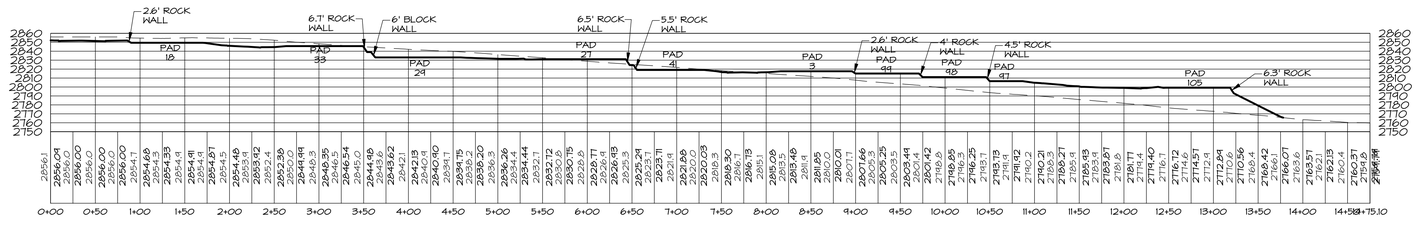
SECTION A-A

HORIZ. SCALE = 1" = 80'
VER. SCALE = 1" = 80'



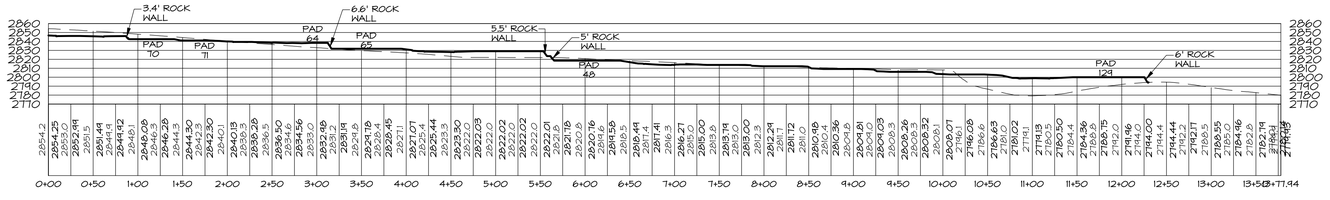
SECTION B-B

HORIZ. SCALE = 1" = 80'
VER. SCALE = 1" = 80'



SECTION C-C

HORIZ. SCALE = 1" = 80'
VER. SCALE = 1" = 80'



SECTION D-D

HORIZ. SCALE = 1" = 80'
VER. SCALE = 1" = 80'

DATE: 7/23/19
JOB NO.: 1286-18-021
DESIGNED BY: DMH
CHECKED BY: RTR
DWG: PA 12 Pre Plat 2

DATE | REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

PRELIMINARY PLAT
FOR
VARANO VISTAS AT DIVARIO
ST. GEORGE
UTAH

SHEET
2
2 OF 2 SHEETS

Preliminary Plat

Varano Vistas at Divario

Location: Generally located at Divario Canyon Drive and Sentieri Vista Drive

Area: 33.7 acres

Case #: 2019-PP-029

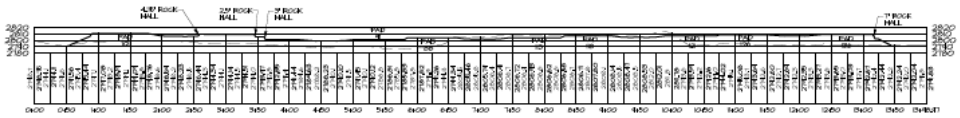
Varano Vistas



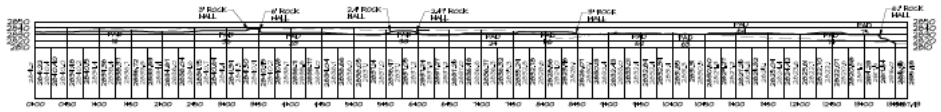
Varano Vistas



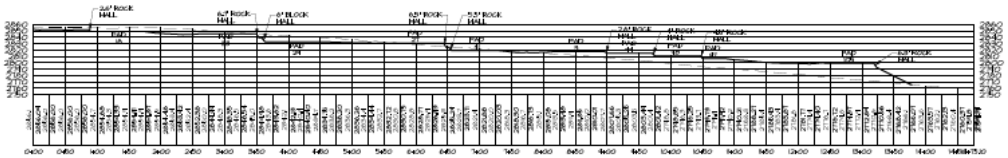
Varano Vistas



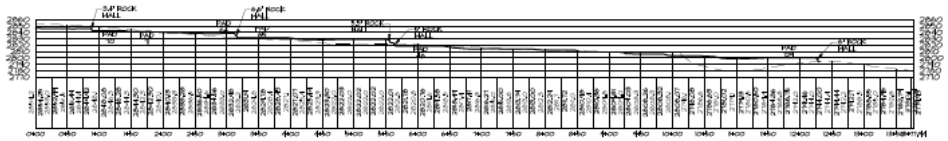
SECTION A-A
HORIZ. SCALE = 1" = 80'
VER. SCALE = 1" = 80'



SECTION B-B
HORIZ. SCALE = 1" = 80'
VER. SCALE = 1" = 80'



SECTION C-C
HORIZ. SCALE = 1" = 80'
VER. SCALE = 1" = 80'



SECTION D-D
HORIZ. SCALE = 1" = 80'
VER. SCALE = 1" = 80'

DATE: 7/25/17
JOB NO.: 1286-15-02
DESIGNED BY: DHH
CHECKED BY: ATR
DWG: PA (2 Pre Plat 2

ROSENBERG
ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

PRELIMINARY PLAT
FOR
VARANO VISTAS AT DIVARIO
ST. GEORGE
UTAH

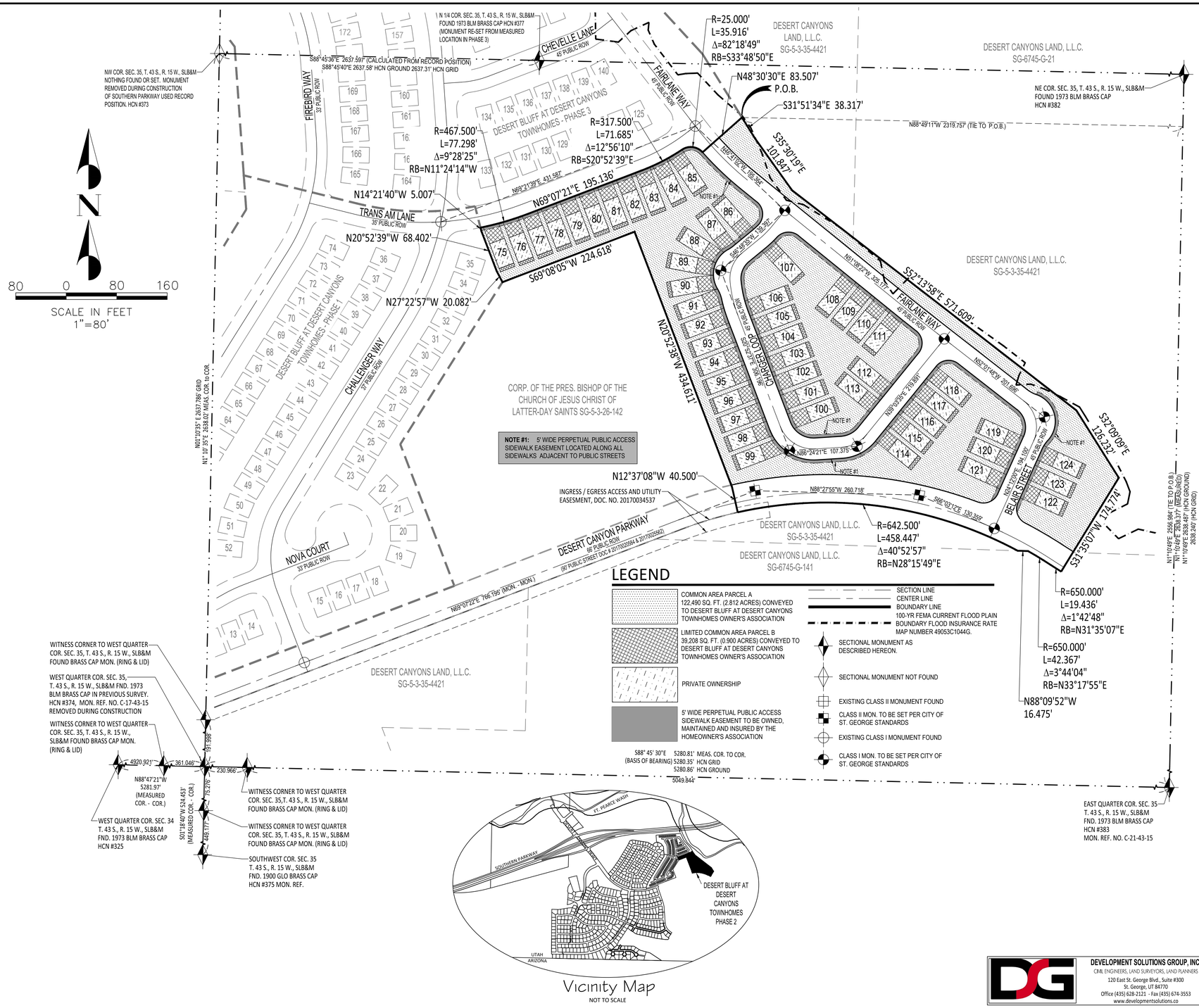
SHEET
2
2 OF 2 SHEETS

DRAFT

Agenda Item Number : 12

Request For Council Action

Date Submitted	08/07/2019 04:50 PM
Proposed City Council Date	08/15/2019
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of a final subdivision plat for Desert Bluff at Desert Canyons Townhomes Phase 2.
Background	This request is to consider the final subdivision plat for Desert Bluff at Desert Canyons Townhomes Phase 2, a 50-lot residential subdivision located at Desert Canyons Parkway and approximately 3980 East; zoning is PD-R.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	desertbluffatdesertcanyonsphase2080719165052.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



LEGEND

- COMMON AREA PARCEL A — 122,490 SQ. FT. (2.812 ACRES) CONVEYED TO DESERT BLUFF AT DESERT CANYONS TOWNHOMES OWNER'S ASSOCIATION
- LIMITED COMMON AREA PARCEL B — 39,208 SQ. FT. (0.900 ACRES) CONVEYED TO DESERT BLUFF AT DESERT CANYONS TOWNHOMES OWNER'S ASSOCIATION
- PRIVATE OWNERSHIP
- 5' WIDE PERPETUAL PUBLIC ACCESS SIDEWALK EASEMENT TO BE OWNED, MAINTAINED AND INSURED BY THE HOMEOWNER'S ASSOCIATION
- SECTION LINE
- CENTER LINE
- BOUNDARY LINE
- 100-YR FEMA CURRENT FLOOD PLAIN BOUNDARY FLOOD INSURANCE RATE MAP NUMBER 49053C1044G.
- SECTIONAL MONUMENT AS DESCRIBED HEREON.
- SECTIONAL MONUMENT NOT FOUND
- EXISTING CLASS II MONUMENT FOUND
- CLASS II MON. TO BE SET PER CITY OF ST. GEORGE STANDARDS
- EXISTING CLASS I MONUMENT FOUND
- CLASS I MON. TO BE SET PER CITY OF ST. GEORGE STANDARDS

S88° 45' 30"E (BASIS OF BEARING) 5280.81' MEAS. COR. TO COR.
5280.35' HCN GRID
5280.86' HCN GROUND
5049.844'

Vicinity Map
NOT TO SCALE

EAST QUARTER COR. SEC. 35
T. 43 S., R. 15 W., SLB&M
FND. 1973 BLM BRASS CAP
HCN #383
MON. REF. NO. C-21-43-15

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS HEREAFTER KNOWN AS:

DESERT BLUFF AT DESERT CANYONS TOWNHOMES - PHASE 2

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: _____

D. BRADFORD PETERSEN — No. 362255 — 7/12/19 — STATE OF UTAH

LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE DESERT BLUFF AT DESERT CANYONS TOWNHOMES - PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 01°10'49" EAST ALONG THE SECTION LINE, A DISTANCE OF 2556.984 FEET AND NORTH 88°49'11" WEST 2319.757 FEET FROM THE EAST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING NORTH 01°10'49" EAST ALONG THE EASTERLY SECTION LINE BETWEEN THE EAST ONE-QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 35), AND RUNNING THENCE SOUTH 31°51'34" EAST 38.317 FEET; THENCE SOUTH 35°30'19" EAST 101.847 FEET; THENCE SOUTH 52°13'58" EAST 571.609 FEET; THENCE SOUTH 32°09'09" EAST 126.232 FEET; THENCE SOUTH 31°35'07" WEST 174.774 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 31°35'07" EAST); THENCE ALONG THE ARC OF A 650.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°42'48", A DISTANCE OF 19.436 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 650.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°44'04", A DISTANCE OF 42.367 FEET; THENCE NORTH 88°09'52" WEST 16.475 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 28°15'49" WEST); THENCE ALONG THE ARC OF A 642.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°52'57", A DISTANCE OF 458.447 FEET TO THE SOUTHEASTERLY BOUNDARY CORNER OF THE DESERT CANYONS PARKWAY ROADWAY DEDICATION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE EASTERLY EXTENT OF SAID RIGHT-OF-WAY BOUNDARY AND LINE EXTENDED THE FOLLOWING (2) TWO COURSES: (1) NORTH 12°37'08" WEST 40.500 FEET; AND (2) NORTH 20°52'38" WEST 434.611 FEET; THENCE SOUTH 69°08'05" WEST 224.618 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE DESERT BLUFF AT DESERT CANYONS TOWNHOMES - PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (3) THREE COURSES: (1) NORTH 27°22'57" WEST 20.082 FEET; (2) NORTH 20°52'39" WEST 68.402 FEET; AND (3) NORTH 14°21'40" WEST 5.007 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 11°24'14" WEST), AND A POINT ON THE SOUTHERLY BOUNDARY OF SAID DESERT BLUFF AT DESERT CANYONS TOWNHOMES - PHASE 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (5) FIVE COURSES: (1) RUNNING NORTHEASTERLY ALONG THE ARC OF A 467.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°28'25", A DISTANCE OF 77.298 FEET; (2) NORTH 69°07'21" EAST 195.136 FEET TO A POINT OF CURVATURE; (3) RUNNING NORTHEASTERLY ALONG THE ARC OF A 317.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°56'10", A DISTANCE OF 71.685 FEET TO A POINT OF REVERSE CURVATURE; (4) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 25.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 82°18'49", A DISTANCE OF 35.916 FEET; AND (5) NORTH 48°30'30" EAST 83.507 FEET TO THE POINT OF BEGINNING.

CONTAINS 294,522 SQ. FT., (6.761 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS HEREAFTER KNOWN AS:

DESERT BLUFF AT DESERT CANYONS TOWNHOMES - PHASE 2

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER(S) DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. A 5 FOOT WIDE PERPETUAL PUBLIC ACCESS SIDEWALK EASEMENT IS DEDICATED AND CONVEYED TO THE PUBLIC, LOCATED IN THE LIMITED COMMON AND COMMON AREAS ALONG SIDEWALKS LOCATED DIRECTLY ADJACENT TO ALL PUBLIC STREETS WITHIN THIS SUBDIVISION. ALSO, A PERPETUAL EASEMENT IS CONVEYED TO THE CITY OF ST. GEORGE, OVER, ON, UNDER AND ACROSS ALL COMMON AND LIMITED COMMON AREAS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE, BUT NOT THE GENERAL USE OF THE PUBLIC. ALL LOTS, PUBLIC ACCESS SIDEWALK EASEMENT, PUBLIC STREETS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE, IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE OWNER DOES HEREBY WARRANT AND CONVEY TO THE DESERT BLUFFS AT DESERT CANYONS TOWNHOMES OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION, IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY SHOWN HEREON AS "COMMON AREA PARCEL A" AND "LIMITED COMMON AREA PARCEL B". THE UNDERSIGNED OWNER ALSO DEDICATES TO THE COMMON USE OF THE DESERT BLUFF AT DESERT CANYONS TOWNHOMES OWNERS ASSOCIATION MEMBERS AND PROPERTY OWNERS, BUT NOT THE USE OF THE GENERAL PUBLIC, COMMON AREA PARCEL A AND LIMITED COMMON AREA PARCEL B, AS SHOWN ON THIS PLAT. ALL LOTS, COMMON AREAS, LIMITED COMMON AREAS AND PUBLIC ACCESS SIDEWALK EASEMENT SHOWN ON THIS PLAT ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DESERT BLUFFS, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, ON THE 1ST DAY OF AUGUST, 2018, AS DOC. NO. 20180031454. SAID DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHTS AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS___DAY OF _____, 20___.

_____
DESERT CANYONS DEVELOPMENT, INC.
BY: CURT GORDON, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____ 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED CURT GORDON, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

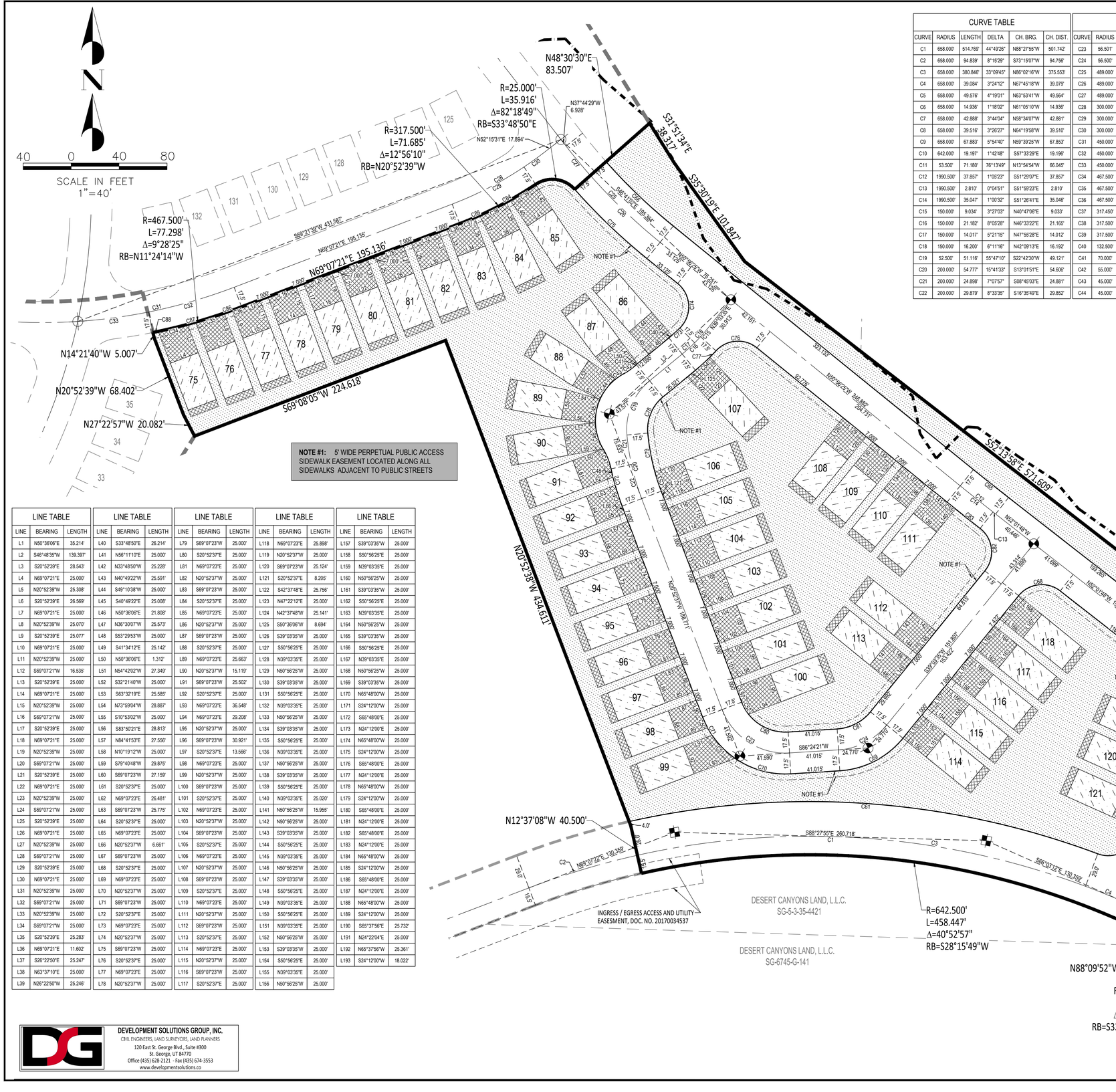
DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

Subdivision Final Plat for

DESERT BLUFF AT DESERT CANYONS TOWNHOMES - PHASE 2

Located in the North One-half of Section 35,
Township 43 South, Range 15 West, SLB&M

APPROVAL OF THE PLANNING AND ZONING MANAGER	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF _____ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF _____, A.D. 20____	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____	ON THIS THE ____ DAY OF _____ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
_____ PLANNING AND ZONING MANAGER CITY OF ST. GEORGE	_____ ENGINEER CITY OF ST. GEORGE	_____ CITY ATTORNEY CITY OF ST. GEORGE	_____ CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	_____ ATTEST: CITY RECORDER CITY OF ST. GEORGE _____ MAYOR CITY OF ST. GEORGE	_____ WASHINGTON COUNTY TREASURER	_____ WASHINGTON COUNTY RECORDER



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	658.000'	514.769'	44°49'26"	N88°27'55"W	501.742'
C2	658.000'	94.839'	8°15'29"	S73°15'07"W	94.756'
C3	658.000'	380.846'	33°09'45"	N86°02'16"W	375.553'
C4	658.000'	39.084'	3°24'12"	N67°45'18"W	39.079'
C5	658.000'	49.576'	4°19'01"	N63°53'41"W	49.564'
C6	658.000'	14.936'	1°18'02"	N61°05'10"W	14.936'
C7	658.000'	42.888'	3°44'04"	N58°34'07"W	42.881'
C8	658.000'	39.516'	3°26'27"	N64°19'58"W	39.510'
C9	658.000'	67.883'	5°54'40"	N59°39'25"W	67.853'
C10	642.000'	19.197'	1°42'48"	S57°33'29"E	19.196'
C11	53.500'	71.180'	76°13'49"	N13°54'54"W	66.045'
C12	1990.500'	37.857'	1°05'23"	S51°29'07"E	37.857'
C13	1990.500'	2.810'	0°04'51"	S51°59'23"E	2.810'
C14	1990.500'	35.047'	1°00'32"	S51°26'41"E	35.046'
C15	150.000'	9.034'	3°27'03"	N40°47'06"E	9.033'
C16	150.000'	21.182'	8°05'28"	N46°33'22"E	21.165'
C17	150.000'	14.017'	5°21'15"	N47°55'28"E	14.012'
C18	150.000'	16.200'	6°11'16"	N42°09'13"E	16.192'
C19	52.500'	51.116'	55°47'10"	S22°42'30"W	49.121'
C20	200.000'	54.777'	15°41'33"	S13°01'51"E	54.606'
C21	200.000'	24.898'	7°07'57"	S08°45'03"E	24.881'
C22	200.000'	29.879'	8°33'35"	S16°35'49"E	29.852'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C23	56.501'	71.704'	72°42'48"	S57°14'03"E	66.988'
C24	56.500'	46.689'	47°20'47"	N62°43'58"E	45.372'
C25	489.000'	112.823'	13°13'10"	S44°21'04"E	112.573'
C26	489.000'	80.815'	9°28'09"	S46°13'34"E	80.723'
C27	489.000'	32.008'	3°45'01"	S39°36'59"E	32.002'
C28	300.000'	88.299'	16°51'50"	N60°41'26"E	87.981'
C29	300.000'	67.735'	12°56'11"	N62°39'16"E	67.591'
C30	300.000'	20.565'	3°55'39"	N54°13'21"E	20.561'
C31	450.000'	134.277'	17°05'48"	N77°40'15"E	133.779'
C32	450.000'	74.405'	9°28'25"	N73°51'34"E	74.320'
C33	450.000'	59.872'	7°37'23"	N82°24'28"E	59.828'
C34	467.500'	25.211'	3°05'23"	S76°29'41"W	25.208'
C35	467.500'	25.048'	3°04'11"	S72°33'12"W	25.045'
C36	467.500'	8.466'	1°02'15"	S69°38'29"W	8.465'
C37	317.450'	13.402'	2°25'08"	N67°54'47"E	13.401'
C38	317.500'	25.006'	4°30'46"	S63°37'19"W	25.000'
C39	317.500'	25.026'	4°30'58"	S58°26'40"W	25.019'
C40	132.500'	3.199'	1°23'01"	N49°54'35"E	3.199'
C41	70.000'	1.802'	1°28'28"	N49°51'51"E	1.801'
C42	55.000'	11.638'	12°07'27"	N55°11'20"E	11.617'
C43	45.000'	8.078'	10°17'09"	N56°06'30"E	8.068'
C44	45.000'	21.248'	27°03'12"	N37°26'19"E	21.051'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C45	45.000'	20.213'	25°44'11"	N11°02'37"E	20.044'
C46	45.000'	22.968'	29°14'37"	S16°26'47"E	22.719'
C47	55.000'	18.049'	18°48'09"	N21°43'06"W	17.968'
C48	217.500'	7.097'	1°52'10"	N13°15'07"W	7.096'
C49	217.500'	18.361'	4°50'13"	N18°27'31"W	18.356'
C50	73.994'	9.910'	7°40'26"	N24°43'03"W	9.903'
C51	73.994'	27.489'	21°17'09"	N44°42'51"W	27.331'
C52	39.000'	11.604'	17°02'54"	S29°24'04"E	11.562'
C53	182.500'	16.819'	5°16'49"	S18°14'12"E	16.813'
C54	167.500'	16.327'	5°35'06"	S47°48'33"W	16.321'
C55	2008.000'	9.045'	0°15'29"	N51°04'10"W	9.045'
C56	55.000'	6.996'	7°17'15"	S27°50'38"W	6.991'
C57	613.000'	18.333'	1°42'48"	S57°33'29"E	18.329'
C58	687.000'	70.875'	5°54'40"	N59°39'25"W	70.844'
C59	25.000'	37.879'	86°48'45"	S19°12'22"E	34.358'
C60	25.000'	37.674'	86°20'36"	N67°22'18"E	34.209'
C61	687.000'	398.212'	33°12'39"	N86°03'43"W	392.661'
C62	55.000'	10.470'	10°54'26"	S36°56'29"W	10.454'
C63	45.000'	88.452'	112°37'12"	N13°54'54"W	74.885'
C64	55.000'	17.466'	18°11'42"	S61°07'39"E	17.393'
C65	1973.000'	37.524'	1°05'23"	S51°29'07"E	37.524'
C66	471.500'	77.929'	9°28'11"	S46°13'36"E	77.841'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C67	36.000'	47.897'	76°13'49"	N13°54'54"W	44.442'
C68	25.000'	38.794'	88°54'37"	S83°30'53"W	35.018'
C69	74.000'	61.150'	47°20'47"	N62°43'58"E	59.425'
C70	73.994'	49.383'	38°14'19"	S74°28'35"E	48.471'
C71	73.994'	7.125'	5°31'01"	S31°18'46"E	7.122'
C72	217.500'	7.036'	1°51'12"	S15°06'48"E	7.036'
C73	132.500'	9.182'	3°58'14"	N47°13'58"E	9.181'
C74	25.000'	41.970'	96°11'16"	N02°50'47"W	37.212'
C75	508.000'	83.700'	9°26'25"	S46°13'13"E	83.605'
C76	25.000'	37.764'	86°32'57"	S85°47'06"W	34.275'
C77	167.500'	7.326'	2°30'22"	N43°45'49"E	7.326'
C78	35.000'	34.078'	55°47'10"	S22°42'30"W	32.747'
C79	182.500'	33.165'	10°24'43"	S10°23'26"E	33.119'
C80	39.000'	37.890'	55°39'54"	S65°45'28"E	36.417'
C81	39.000'	32.228'	47°20'47"	N62°43'58"E	31.318'
C82	25.000'	39.710'	91°00'32"	N06°26'41"W	35.665'
C83	2008.000'	26.310'	0°45'03"	S51°34'26"E	26.310'
C84	317.500'	3.676'	0°39'48"	N61°02'03"E	3.676'
C85	317.500'	4.574'	0°49'32"	N66°17'28"E	4.574'
C86	467.500'	7.002'	0°51'29"	N70°35'21"E	7.002'
C87	467.500'	7.031'	0°51'42"	N74°31'08"E	7.031'
C88	467.500'	4.540'	0°33'23"	N78°19'05"E	4.540'

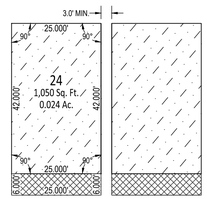
LINE TABLE		
LINE	BEARING	LENGTH
L1	N50°36'06"E	35.214'
L2	S46°48'35"W	139.397'
L3	S20°52'39"E	28.543'
L4	N69°07'21"E	25.000'
L5	N20°52'39"W	25.308'
L6	S20°52'39"E	26.569'
L7	N69°07'21"E	25.000'
L8	N20°52'39"W	25.070'
L9	S20°52'39"E	25.077'
L10	N69°07'21"E	25.000'
L11	N20°52'39"W	25.000'
L12	S69°07'21"W	16.535'
L13	S20°52'39"E	25.000'
L14	N69°07'21"E	25.000'
L15	N20°52'39"W	25.000'
L16	S69°07'21"W	25.000'
L17	S20°52'39"E	25.000'
L18	N69°07'21"E	25.000'
L19	N20°52'39"W	25.000'
L20	S69°07'21"W	25.000'
L21	S20°52'39"E	25.000'
L22	N69°07'21"E	25.000'
L23	N20°52'39"W	25.000'
L24	S69°07'21"W	25.000'
L25	S20°52'39"E	25.000'
L26	N69°07'21"E	25.000'
L27	N20°52'39"W	25.000'
L28	S69°07'21"W	25.000'
L29	S20°52'39"E	25.000'
L30	N69°07'21"E	25.000'
L31	N20°52'39"W	25.000'
L32	S69°07'21"W	25.000'
L33	N20°52'39"W	25.000'
L34	S69°07'21"W	25.000'
L35	S20°52'39"E	25.283'
L36	N69°07'21"E	11.602'
L37	S26°22'50"E	25.247'
L38	N63°37'10"E	25.000'
L39	N26°22'50"W	25.246'

LINE TABLE		
LINE	BEARING	LENGTH
L40	S33°48'50"E	26.214'
L41	N56°11'10"E	25.000'
L42	N33°48'50"W	25.228'
L43	N40°49'22"W	25.591'
L44	S49°10'38"W	25.000'
L45	S40°49'22"E	25.008'
L46	N50°36'06"E	21.808'
L47	N36°30'07"W	25.573'
L48	S53°29'53"W	25.000'
L49	S41°34'12"E	25.142'
L50	N50°36'06"E	1.312'
L51	N54°42'02"W	27.349'
L52	S32°21'40"W	25.000'
L53	S63°32'19"E	25.585'
L54	N73°59'04"W	28.887'
L55	S10°53'02"W	25.000'
L56	S83°50'21"E	28.813'
L57	N84°41'53"E	27.556'
L58	N10°19'12"W	25.000'
L59	S79°40'48"W	29.875'
L60	S69°07'23"W	27.159'
L61	S20°52'37"E	25.000'
L62	N69°07'23"E	26.481'
L63	S69°07'23"W	25.775'
L64	S20°52'37"E	25.000'
L65	N69°07'23"E	25.000'
L66	N20°52'37"W	6.661'
L67	S69°07'23"W	25.000'
L68	S20°52'37"E	25.000'
L69	N69°07'23"E	25.000'
L70	N20°52'37"W	25.000'
L71	S69°07'23"W	25.000'
L72	S20°52'37"E	25.000'
L73	N69°07'23"E	25.000'
L74	N20°52'37"W	25.000'
L75	S69°07'23"W	25.000'
L76	S20°52'37"E	25.000'
L77	N69°07'23"E	25.000'
L78	N20°52'37"W	25.000'

LINE TABLE		
LINE	BEARING	LENGTH
L79	S69°07'23"W	25.000'
L80	S20°52'37"E	25.000'
L81	N69°07'23"E	25.000'
L82	N20°52'37"W	25.000'
L83	S69°07'23"W	25.000'
L84	S20°52'37"E	25.000'
L85	N69°07'23"E	25.000'
L86	N20°52'37"W	25.000'
L87	S69°07'23"W	25.000'
L88	S20°52'37"E	25.000'
L89	N69°07'23"E	25.663'
L90	N20°52'37"W	15.119'
L91	S69°07'23"W	25.502'
L92	S20°52'37"E	25.000'
L93	N69°07'23"E	36.548'
L94	N69°07'23"E	29.208'
L95	N20°52'37"W	25.000'
L96	S69°07'23"W	30.921'
L97	S20°52'37"E	13.566'
L98	N69°07'23"E	25.000'
L99	N20°52'37"W	25.000'
L100	S69°07'23"W	25.000'
L101	S20°52'37"E	25.000'
L102	N69°07'23"E	25.000'
L103	N20°52'37"W	25.000'
L104	S69°07'23"W	25.000'
L105	S20°52'37"E	25.000'
L106	N69°07'23"E	25.000'
L107	N20°52'37"W	25.000'
L108	S69°07'23"W	25.000'
L109	S20°52'37"E	25.000'
L110	N69°07'23"E	25.000'
L111	N20°52'37"W	25.000'
L112	S69°07'23"W	25.000'
L113	S20°52'37"E	25.000'
L114	N69°07'23"E	25.000'
L115	N20°52'37"W	25.000'
L116	S69°07'23"W	25.000'
L117	S20°52'37"E	25.000'

LINE TABLE		
LINE	BEARING	LENGTH
L118	N69°07'23"E	25.898'
L119	N20°52'37"W	25.000'
L120	S69°07'23"W	25.124'
L121	S20°52'37"E	8.205'
L122	S42°37'48"E	25.756'
L123	N47°22'12"E	25.000'
L124	N42°37'48"W	25.141'
L125	S50°36'06"W	8.694'
L126	S39°03'35"W	25.000'
L127	S50°56'25"E	25.000'
L128	N39°03'35"E	25.000'
L129	N50°56'25"W	25.000'
L130	S39°03'35"W	25.000'
L131	S50°56'25"E	25.000'
L132	N39°03'35"E	25.000'
L133	N50°56'25"W	25.000'
L134	S39°03'35"W	25.000'
L135	S50°56'25"E	25.000'
L136	N39°03'35"E	25.000'
L137	N50°56'25"W	25.000'
L138	S39°03'35"W	25.000'
L139	S50°56'25"E	25.000'
L140	N39°03'35"E	25.020'
L141	N50°56'25"W	15.955'
L142	N50°56'25"W	25.000'
L143	S39°03'35"W	25.000'
L144	S50°56'25"E	25.000'
L145	N39°03'35"E	25.000'
L146	N50°56'25"W	25.000'
L147	S39°03'35"W	25.000'
L148	S50°56'25"E	25.000'
L149	N39°03'35"E	25.000'
L150	S50°56'25"E	25.000'
L151	N39°03'35"E	25.000'
L152	N50°56'25"W	25.000'
L153	S39°03'35"W	25.000'
L154	S50°56'25"E	25.000'
L155	N39°03'35"E	25.000'
L156	N50°56'25"W	25.000'

LINE TABLE		
LINE	BEARING	LENGTH
L157	S39°03'35"W	25.000'
L158	S50°56'25"E	25.000'
L159	N39°03'35"E	25.000'
L160	N50°56'25"W	25.000'
L161	S39°03'35"W	25.000'
L162	S50°56'25"E	25.000'
L163	N39°03'35"E	25.000'
L164	N50°56'25"W	25.000'
L165	S39°03'35"W	25.000'
L166	S50°56'25"E	25.000'
L167	N39°03'35"E	25.000'
L168	N50°56'25"W	25.000'
L169	S39°03'35"W	25.000'
L170	N65°48'00"W	25.000'
L171	S24°12'00"W	25.000'
L172	S65°48'00"E	25.000'
L173	N24°12'00"E	25.000'
L174	N65°48'00"W	25.000'
L175	S24°12'00"W	25.000'
L176	S65°48'00"E	25.000'
L177	N24°12'00"E	25.000'
L178	N65°48'00"W	25.000'
L179	S24°12'00"W	25.000'
L180	S65°48'00"E	25.000'
L181	N24°12'00"E	25.000'
L182	S65°48'00"E	25.000'
L183	N24°12'00"E	25.000'
L184	N65°48'00"W	25.000'
L185	S24°12'00"W	25.000'
L186	S65°48'00"E	25.000'
L187	N24°12'00"E	25.000'
L188	N65°48'00"W	25.000'
L189	S24°12'00"W	25.000'
L190	S65°37'56"E	25.732'
L191	N24°22'04"E	25.000'
L192	N65°37'56"W	25.361'
L193	S24°12'00"W	18.022'



TYPICAL LOT

SCALE: 1" = 20'

LEGEND

- LOT LINE
- CENTER LINE
- BOUNDARY LINE
- 100-YR FEMA CURRENT FLOOD PLAIN BOUNDARY FLOOD INSURANCE RATE MAP NUMBER 49053C1044G.
- SECTIONAL MONUMENT AS DESCRIBED HEREON.
- CLASS II (REBAR & ALUM. CAP) MONUMENT SET
- CLASS I MON. SET PER CITY OF ST. GEORGE STANDARDS
- EXISTING CLASS I MONUMENT FOUND
- EXISTING CLASS II MONUMENT FOUND
- NAIL AND LATHE SET AT ALL LOT PAD PROPERTY CORNERS
- COMMON AREA PARCEL A 122,490 SQ. FT. (2.812 ACRES) CONVEYED TO DESERT BLUFF AT DESERT CANYONS TOWNHOMES OWNER'S ASSOCIATION
- LIMITED COMMON AREA PARCEL B 39,208 SQ. FT. (0.900 ACRES) CONVEYED TO DESERT BLUFF AT DESERT CANYONS TOWNHOMES OWNER'S ASSOCIATION
- PRIVATE OWNERSHIP

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

Subdivision Final Plat for

DESERT BLUFF AT DESERT CANYONS TOWNHOMES - PHASE 2

Located in the North One Half of Section 35, Township 43 South, Range 15 West, SLB&M

NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION:

THE OWNERS AND MORTGAGEES, BY SIGNING THIS PLAT DO HEREBY CONFIRM THAT, NOTWITHSTANDING ANY SUBSEQUENT INSTRUMENT RECORDED WITH RESPECT TO SAID TRACT, THERE SHALL BE WATER AVAILABILITY FEES DUE AND PAYABLE ON THE LOTS WITHIN SAID TRACT UPON THE FIRST TO OCCUR OF THE FOLLOWING EVENTS:

a) THE SALE OF THE LOT TO A THIRD PARTY BY THE OWNER, OR ANY SUCCESSOR IN INTEREST THERETO;
b) THE ISSUANCE OF A BUILDING PERMIT FOR CONSTRUCTION ON THE ANY PORTION OF THE TRACT; OR
c) THREE YEARS FROM THE DATE OF THE RECORDING OF THIS PLAT AS SET FORTH IN A PROMISSORY NOTE AND SECURITY AGREEMENT EXECUTED AND RECORDED WITH THIS SUBDIVISION PLAT.

ACKNOWLEDGEMENT BY WASHINGTON COUNTY WATER CONSERVANCY DISTRICT:

THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION ON THIS PLAT.

_____
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

NAME:_____

TITLE:_____

STATE OF UTAH
WASHINGTON COUNTY } S.S.

ON THIS THE____DAY OF_____, 20___, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, CURT GORDON, PRESIDENT OF DESERT CANYONS DEVELOPMENT, INC., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

_____
DESERT CANYONS DEVELOPMENT, INC.
BY: CURT GORDON, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____ DAY OF_____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED CURT GORDON, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES

WE, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

_____
STATE BANK OF SOUTHERN UTAH
BY: KIM CHRISTENSEN, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED KIM CHRISTENSEN, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

MORTGAGEE'S CONSENT TO RECORD

WE, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THIS PLAT, RECORDING OF ANNEXATION INTO COVENANTS, CONDITIONS AND RESTRICTIONS, AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

_____
STATE BANK OF SOUTHERN UTAH
BY: KIM CHRISTENSEN, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED KIM CHRISTENSEN, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

GENERAL NOTES AND RESTRICTIONS

1. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY AGEC, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED JANUARY 11, 2017. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

2. THIS SUBDIVISION CONTAINS PUBLIC AND PRIVATE DRAINAGE INFRUSTRUCTURE. ALL PRIVATE DRAINAGE IMPROVEMENTS LOCATED WITHIN COMMON AREAS IN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION NOT LOCATED IN THE PUBLIC RIGHT-OF-WAY.

3. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE AND/OR DIXIE POWER IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.

4. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE AND/OR DIXIE POWER IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.

5. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AND LIMITED COMMON AREAS WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, POWER, SEWER, AND DRAINAGE IMPROVEMENTS.

6. ALL POWER, SEWER, AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY DIXIE POWER AND THE CITY OF ST. GEORGE, RESPECTIVELY, UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF ST. GEORGE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.

FLOOD PLAIN RESTRICTIONS

7. BASED ON THE PROXIMITY OF THIS PROPERTY TO THE FORT PEARCE WASH, HOMES CONSTRUCTED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAY BE SUBJECT TO A FLOODING AND EROSION HAZARD. BY PURCHASING PROPERTY WITHIN THIS SUBDIVISION, THE PURCHASER ASSUMES ANY AND ALL RISK OF DAMAGE AND PERSONAL INJURY AS A RESULT OF ITS PROXIMITY TO THE FORT PEARCE WASH AND DOES INDEMNIFY AND HOLD THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS OF INJURY, DAMAGE, EXPENSE OR LOSS OF WHATEVER NATURE, AND BY ANY PERSON, RELATED TO THE USE OF THEIR PROPERTY NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, OR ANY DAMAGE, DIRECTLY OR INDIRECTLY, CAUSED BY WATER, EROSION, OR DEPOSITION, SUDDEN OR GRADUAL, WHETHER SURFACE, FLOOD, OR RAINFALL. THE 100-YEAR FLOOD PLAIN IS AN AREA DEFINED BY FEMA AND THE EROSION HAZARD BOUNDARY SHOWN WAS ADOPTED BY THE CITY OF ST. GEORGE IN JANUARY OF 2000 BASED ON THE RIVER STABILITY STUDY COMPLETED BY CH2M HILL AND JE FULLER/HYDROLOGY AND GEOMORPHOLOGY INC. HOMEOWNERS ARE ENCOURAGED TO INVESTIGATE AND EVALUATE THE RISK PRIOR TO PURCHASING WITHIN THE ZONE.

Subdivision Final Plat for

DESERT BLUFF AT DESERT CANYONS TOWNHOMES - PHASE 2

Located in the North One Half of Section 35,
Township 43 South, Range 15 West, SLB&M

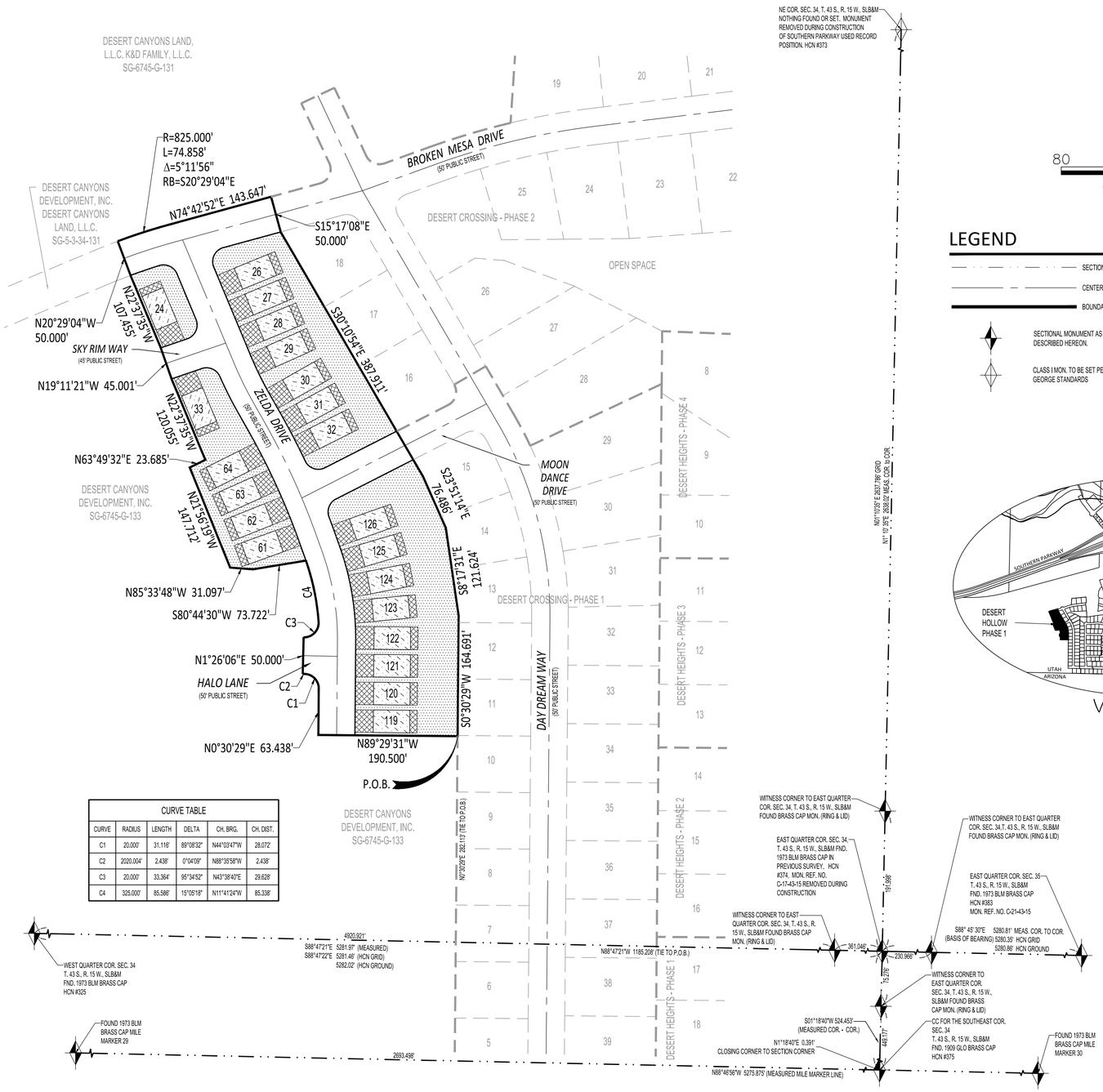
DEVELOPMENT SOLUTIONS GROUP, INC.
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St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
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DRAFT

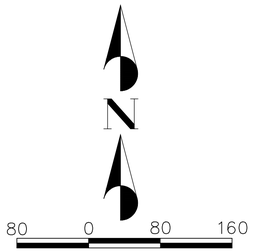
Agenda Item Number : 13

Request For Council Action

Date Submitted	08/07/2019 04:49 PM
Proposed City Council Date	08/15/2019
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of a final subdivision plat for Desert Hollow Phase 1.
Background	This request is to consider the final subdivision plat for Desert Hollow Phase 1, a 21-lot residential subdivision located at Broken Mesa Drive and Zelda Drive; zoning is PD-R.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	deserthollowphase1080719164913.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

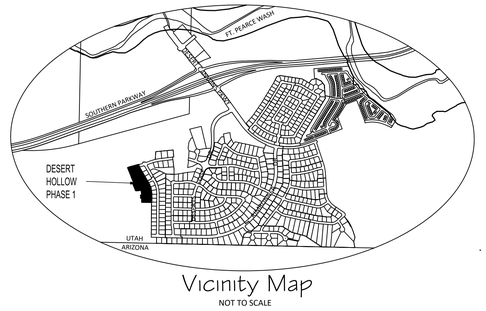


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	20.000'	31.116'	89°08'32"	N44°03'47"W	28.072'
C2	2020.004'	2.438'	0°04'09"	N88°35'58"W	2.438'
C3	20.000'	33.364'	95°34'52"	N43°38'40"E	29.628'
C4	325.000'	85.586'	15°05'18"	N11°41'24"W	85.338'



LEGEND

SECTION LINE
CENTER LINE
BOUNDARY LINE
SECTIONAL MONUMENT AS DESCRIBED HEREON.
CLASS I MON. TO BE SET PER CITY OF ST. GEORGE STANDARDS
COMMON AREA PARCEL A 63,901 SQ. FT. (1.467 ACRES) CONVEYED TO DESERT HOLLOW OWNER'S ASSOCIATION
LIMITED COMMON AREA PARCEL B 59,614 SQ. FT. (1.369 ACRES) FOR THE EXCLUSIVE USE OF ADJACENT LOT OWNER, CONVEYED TO DESERT HOLLOW OWNER'S ASSOCIATION
PRIVATE OWNERSHIP



Vicinity Map
NOT TO SCALE

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, COMMON AREAS, LIMITED COMMON AREAS AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

DESERT HOLLOW - PHASE 1

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: _____

D. BRADFORD PETERSEN
PLS No. 362255
7/7/19
STATE OF UTAH

LEGAL DESCRIPTION:

BEGINNING AT POINT ON THE WESTERLY BOUNDARY OF THE DESERT CROSSING - PHASE 1 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 88°47'21" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1185.208 FEET AND NORTH 00°30'29" EAST ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 282.113 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°47'21" WEST ALONG THE QUARTER SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 34), AND RUNNING THENCE NORTH 89°29'31" WEST 190.500 FEET; THENCE NORTH 00°30'29" EAST 63.438 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°08'32", A DISTANCE OF 31.116 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 2020.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°04'09", A DISTANCE OF 2.438 FEET; THENCE NORTH 01°26'06" EAST 50.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 01°26'06" EAST); THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 95°34'52", A DISTANCE OF 33.364 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 325.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°05'18", A DISTANCE OF 85.586 FEET; THENCE SOUTH 80°44'30" WEST 73.722 FEET; THENCE NORTH 85°33'48" WEST 31.097 FEET; THENCE NORTH 21°56'19" WEST 147.712 FEET; THENCE NORTH 63°49'32" EAST 23.685 FEET; THENCE NORTH 22°37'35" WEST 120.055 FEET; THENCE NORTH 19°11'21" WEST 45.001 FEET; THENCE NORTH 22°37'35" WEST 107.455 FEET; THENCE NORTH 20°29'04" WEST 50.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 20°29'04" EAST); THENCE ALONG THE ARC OF A 825.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°11'56", A DISTANCE OF 74.858 FEET; THENCE NORTH 74°42'52" EAST 143.647 FEET TO THE NORTHWESTERLY BOUNDARY CORNER OF THE DESERT CROSSING - PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION AND THE WESTERLY BOUNDARY OF SAID DESERT CROSSING - PHASE 1 SUBDIVISION THE FOLLOWING (6) SIX COURSES: (1) SOUTH 15°17'08" EAST 50.000 FEET; (2) SOUTH 30°10'54" EAST 315.576 FEET; (3) SOUTH 30°10'54" EAST 72.335 FEET; (4) SOUTH 23°51'14" EAST 76.486 FEET; (5) SOUTH 08°17'31" EAST 121.624 FEET; AND (6) SOUTH 00°30'29" WEST 164.691 FEET TO THE POINT OF BEGINNING.

CONTAINS 175,538 SQ. FT., (4.030 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, COMMON AREAS, LIMITED COMMON AREAS AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

DESERT HOLLOW - PHASE 1

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER(S) DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND MUNICIPAL UTILITY EASEMENTS. A PERPETUAL MUNICIPAL UTILITY EASEMENT IS CONVEYED TO THE CITY OF ST. GEORGE, OVER, ON, UNDER AND ACROSS ALL COMMON AREAS AND THE LIMITED COMMON AREAS LOCATED BETWEEN PUBLIC STREETS AND LOTS, FOR THE INSTALLATION AND MAINTENANCE OF MUNICIPAL UTILITIES, BUT NOT THE GENERAL USE OF THE PUBLIC. ALL LOTS, PUBLIC STREETS, COMMON AREAS, LIMITED COMMON AREAS AND MUNICIPAL UTILITY EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE, IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE OWNER DOES HEREBY WARRANT AND CONVEY TO THE DESERT HOLLOW OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION, IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY SHOWN HEREON AS "COMMON AREA PARCEL A" AND "LIMITED COMMON AREA PARCEL B". THE UNDERSIGNED OWNER ALSO DEDICATES TO THE COMMON USE OF THE DESERT HOLLOW OWNERS ASSOCIATION MEMBERS AND PROPERTY OWNERS, BUT NOT THE USE OF THE GENERAL PUBLIC, COMMON AREA PARCEL A AND LIMITED COMMON AREA PARCEL B, AS SHOWN ON THIS PLAT. ALL LOTS, COMMON AREAS, AND LIMITED COMMON AREAS SHOWN ON THIS PLAT ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DESERT HOLLOW, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, ON THE _____ DAY OF _____, 20_____ AS DOC. NO. _____. SAID DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHTS AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS___DAY OF _____, 20____.

_____
DESERT CANYONS DEVELOPMENT, INC.
BY: CURT GORDON, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF _____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED CURT GORDON, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

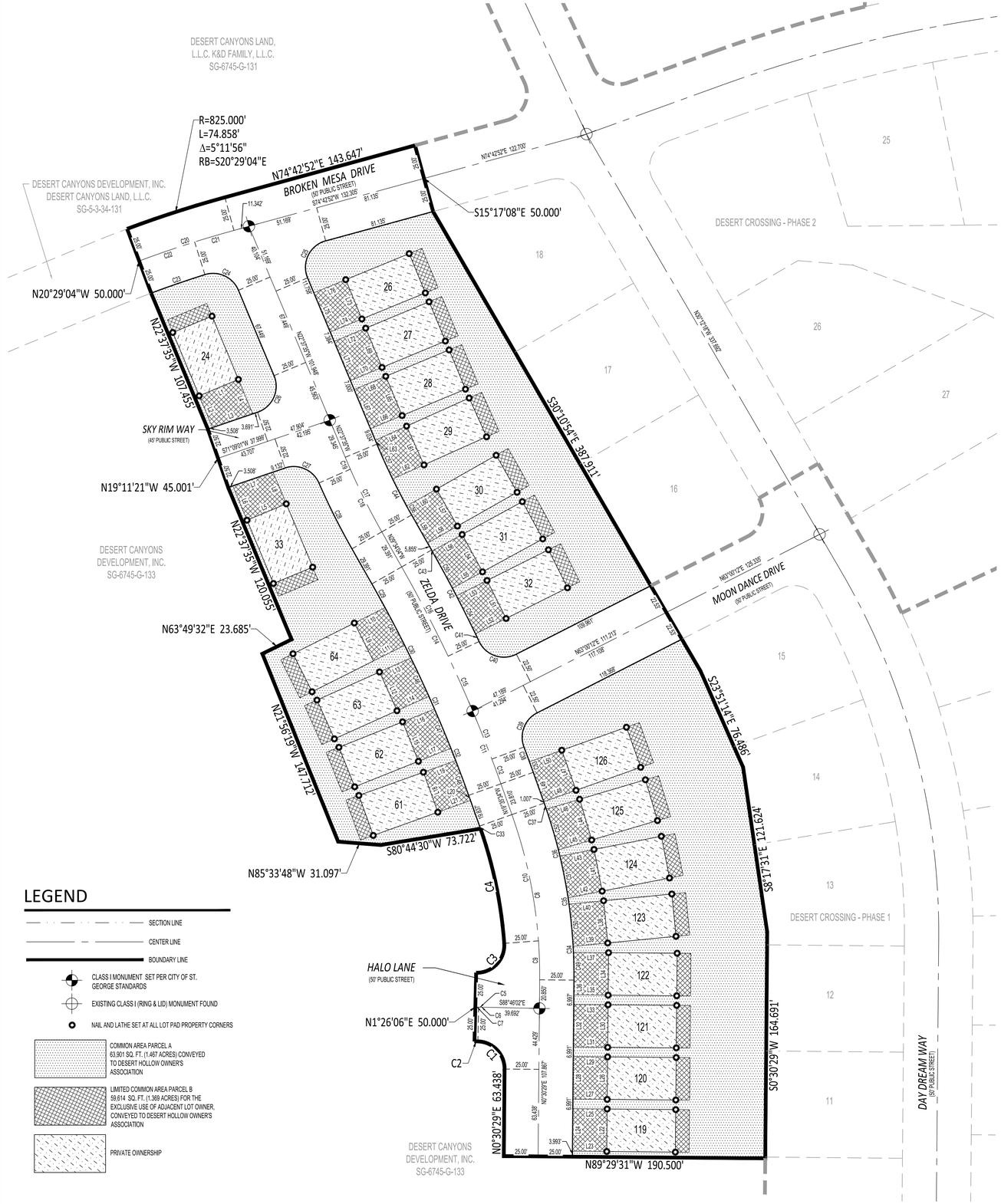
Subdivision Final Plat for

DESERT HOLLOW - PHASE 1

Located in the NE Quarter of Section 34,
Township 43 South, Range 15 West, SLB&M

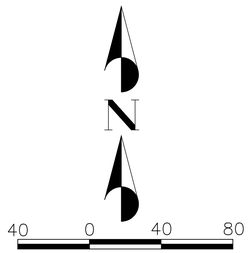
DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF _____ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF _____, A.D. 20____	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____	ON THIS THE ____ DAY OF _____ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
_____ COMMUNITY DEVELOPMENT DIRECTOR CITY OF ST. GEORGE	_____ ENGINEER CITY OF ST. GEORGE	_____ CITY ATTORNEY CITY OF ST. GEORGE	_____ CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	_____ ATTEST: CITY RECORDER CITY OF ST. GEORGE _____ MAYOR CITY OF ST. GEORGE	_____ WASHINGTON COUNTY TREASURER	_____ WASHINGTON COUNTY RECORDER

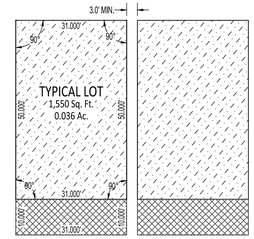


LEGEND

- SECTION LINE
- CENTER LINE
- BOUNDARY LINE
- CLASS I MONUMENT SET PER CITY OF ST. GEORGE STANDARDS
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- NAIL AND LATHE SET AT ALL LOT PAD PROPERTY CORNERS
- COMMON AREA PARCEL A 63,901 SQ. FT. (1.467 ACRES) CONVEYED TO DESERT HOLLOW OWNER'S ASSOCIATION
- LIMITED COMMON AREA PARCEL B 59,614 SQ. FT. (1.369 ACRES) FOR THE EXCLUSIVE USE OF ADJACENT LOT OWNER, CONVEYED TO DESERT HOLLOW OWNER'S ASSOCIATION
- PRIVATE OWNERSHIP



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S67°22'25"W	31.000'	L20	N19°35'34"W	3.973'	L39	N84°22'50"E	25.321'	L58	N60°25'56"E	25.061'
L2	S22°37'35"E	25.117'	L21	N70°10'59"E	25.261'	L40	S84°22'50"W	25.320'	L59	S29°34'04"E	23.537'
L3	N71°09'01"E	31.067'	L22	N0°30'32"E	31.000'	L41	N11°03'31"W	31.000'	L60	S60°25'38"W	25.002'
L4	N22°37'35"W	27.164'	L23	S89°29'28"E	25.000'	L42	N78°56'29"E	25.319'	L61	N24°10'49"W	31.000'
L5	N67°22'25"E	31.000'	L24	S0°30'29"W	31.000'	L43	S78°56'29"W	25.322'	L62	N65°49'11"E	25.050'
L6	S22°37'35"E	27.101'	L25	N89°29'28"W	25.000'	L44	N16°30'59"W	31.000'	L63	S22°37'35"E	3.117'
L7	S71°09'01"W	31.067'	L26	N0°30'32"E	31.000'	L45	N73°29'01"E	25.322'	L64	S65°49'11"W	25.028'
L8	N22°37'35"W	25.054'	L27	S89°29'28"E	25.000'	L46	S73°29'01"W	25.319'	L65	N22°37'35"W	31.000'
L9	S26°38'48"E	31.000'	L28	S0°30'29"W	31.000'	L47	N19°35'34"W	31.000'	L66	N67°22'25"E	25.000'
L10	S63°21'12"W	25.008'	L29	N89°29'28"W	25.000'	L48	N70°24'26"E	25.000'	L67	S22°37'35"E	31.000'
L11	N63°21'12"E	25.467'	L30	N0°30'32"E	31.000'	L49	S19°35'34"E	22.803'	L68	S67°22'25"W	25.000'
L12	S24°13'36"E	31.000'	L31	S89°29'28"E	25.000'	L50	S70°24'26"W	25.033'	L69	N22°37'35"W	31.000'
L13	S65°46'02"W	25.012'	L32	S0°30'29"W	31.000'	L51	N26°34'40"W	31.000'	L70	N67°22'25"E	25.000'
L14	N65°46'02"E	25.470'	L33	N89°29'28"W	25.000'	L52	N63°25'20"E	25.003'	L71	S22°37'35"E	31.000'
L15	S21°48'31"E	31.000'	L34	N0°30'32"E	31.000'	L53	S63°25'20"W	25.003'	L72	S67°22'25"W	25.000'
L16	S68°11'29"W	25.012'	L35	S89°29'52"E	25.000'	L54	N28°39'28"W	31.000'	L73	N22°20'00"W	31.000'
L17	N68°11'29"E	25.471'	L36	S0°30'29"W	10.745'	L55	N61°20'32"E	25.003'	L74	N67°40'00"E	25.000'
L18	S19°49'01"E	31.000'	L37	N89°29'52"W	25.548'	L56	S61°20'32"W	25.002'	L75	S22°37'35"E	31.000'
L19	S70°10'59"W	25.007'	L38	N5°37'10"W	31.000'	L57	N29°34'04"W	31.000'	L76	S67°40'00"W	25.159'



TYPICAL LOT

SCALE: 1" = 20'

CURVE TABLE						CURVE TABLE						CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.	CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.	CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	20.000'	31.116'	89°08'32"	N44°03'47"W	28.072'	C20	800.000'	72.589'	5°11'56"	S72°06'54"W	72.564'	C39	20.000'	29.215'	83°41'46"	S21°09'18"W	26.686'
C2	2020.004'	2.438'	0°04'09"	N88°35'58"W	2.438'	C21	800.000'	29.850'	2°08'16"	S73°38'44"W	29.848'	C40	20.000'	31.985'	91°37'51"	S71°10'53"E	28.684'
C3	20.000'	33.364'	95°34'52"	N43°38'40"E	29.628'	C22	800.000'	42.739'	3°03'40"	S71°02'46"W	42.734'	C41	1025.000'	6.191'	0°20'46"	N25°32'20"W	6.191'
C4	325.000'	65.586'	11°33'18"	N11°41'24"W	65.338'	C23	775.000'	41.404'	3°03'40"	S71°02'46"W	41.399'	C42	1025.000'	6.184'	0°20'44"	N27°37'04"W	6.184'
C5	1995.000'	7.045'	0°12'08"	S88°39'58"E	7.045'	C24	20.000'	29.600'	84°47'49"	N65°01'30"W	26.971'	C43	1025.000'	0.794'	0°02'40"	N29°32'44"W	0.794'
C6	1995.000'	4.638'	0°07'59"	S88°42'03"E	4.638'	C25	20.000'	33.978'	97°20'27"	S26°02'39"W	30.037'	C44	475.000'	22.197'	2°40'39"	S27°19'45"E	22.195'
C7	1995.000'	2.408'	0°04'09"	S88°35'58"E	2.408'	C26	20.000'	32.734'	93°46'37"	N24°15'43"E	29.201'	C45	975.000'	31.005'	1°49'19"	N27°29'39"W	31.003'
C8	350.000'	122.790'	20°06'03"	N09°32'33"W	122.161'	C27	20.000'	29.720'	85°08'31"	N66°16'43"W	27.060'	C46	975.000'	31.005'	1°49'19"	N25°04'24"W	31.003'
C9	350.000'	28.430'	4°39'15"	N01°49'08"W	28.422'	C28	525.000'	53.698'	5°51'37"	S26°38'16"E	53.675'	C47	975.000'	31.005'	1°49'19"	N22°39'22"W	31.003'
C10	350.000'	94.360'	15°26'49"	N11°52'10"W	94.074'	C29	975.000'	19.784'	1°09'45"	N26°59'12"W	19.784'	C48	975.000'	27.029'	1°35'16"	N20°23'13"W	27.028'
C11	1000.000'	56.918'	3°15'40"	N21°13'25"W	56.911'	C30	975.000'	10.191'	0°35'56"	N26°17'02"W	10.191'	C49	375.000'	20.265'	3°05'47"	S01°02'24"E	20.263'
C12	1000.000'	19.201'	1°06'00"	N20°08'35"W	19.200'	C31	975.000'	10.131'	0°35'43"	N23°51'53"W	10.131'	C50	375.000'	31.009'	4°44'16"	S05°37'04"E	31.000'
C13	1000.000'	37.718'	2°09'40"	N21°46'25"W	37.716'	C32	975.000'	9.596'	0°33'50"	N21°27'47"W	9.596'	C51	375.000'	31.009'	4°44'16"	S11°03'48"E	31.000'
C14	1000.000'	117.178'	6°42'50"	N26°12'40"W	117.111'	C33	325.000'	2.034'	0°21'31"	N19°24'49"W	2.034'	C52	375.000'	31.009'	4°44'16"	S16°30'44"E	31.000'
C15	1000.000'	43.840'	2°30'43"	N24°06'36"W	43.836'	C34	375.000'	4.323'	0°39'38"	N02°55'07"W	4.323'	C53	1025.000'	8.197'	0°27'30"	S19°49'19"E	8.197'
C16	1000.000'	73.338'	4°12'07"	N27°28'01"W	73.322'	C35	375.000'	4.634'	0°42'29"	N08°20'26"W	4.634'	C54	1025.000'	31.001'	1°43'58"	S26°34'42"E	31.000'
C17	500.000'	60.576'	6°56'29"	S26°05'50"E	60.539'	C36	375.000'	4.654'	0°42'40"	N13°47'16"W	4.654'	C55	1025.000'	20.005'	1°07'06"	S28°57'52"E	20.004'
C18	500.000'	51.141'	5°51'37"	S26°38'16"E	51.119'	C37	375.000'	4.659'	0°42'43"	N19°14'13"W	4.659'	C56	475.000'	7.462'	0°54'00"	S29°07'04"E	7.462'
C19	500.000'	9.434'	1°04'52"	S23°10'01"E	9.434'	C38	1025.000'	11.483'	0°38'31"	N20°22'19"W	11.483'	C57	475.000'	27.889'	3°21'50"	S24°18'30"E	27.885'

GENERAL NOTES AND RESTRICTIONS

1. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY AGEC, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED JANUARY 21, 2019. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.
2. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING LANDSCAPING OR OTHER PRIVATE IMPROVEMENTS WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING MUNICIPAL UTILITIES.
3. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING MUNICIPAL UTILITIES.
4. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AREAS AND THE LIMITED COMMON AREAS LOCATED BETWEEN PUBLIC STREETS AND LOTS, WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF MUNICIPAL UTILITIES
5. ALL POWER, SEWER, AND WATER IMPROVEMENTS ARE MUNICIPAL UTILITIES AND MAINTAINED BY THE CITY OF ST. GEORGE., UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF ST. GEORGE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.

Subdivision Final Plat for

DESERT HOLLOW - PHASE 1

Located in the NE Quarter of Section 34,
Township 43 South, Range 15 West, SLB&M

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
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St. George, UT 84770
Office (435) 628-2121 · Fax (435) 674-3553
www.developmentsolutions.co

NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION:

THE OWNERS AND MORTGAGEES, BY SIGNING THIS PLAT DO HEREBY CONFIRM THAT, NOTWITHSTANDING ANY SUBSEQUENT INSTRUMENT RECORDED WITH RESPECT TO SAID TRACT, THERE SHALL BE WATER AVAILABILITY FEES DUE AND PAYABLE ON THE LOTS WITHIN SAID TRACT UPON THE FIRST TO OCCUR OF THE FOLLOWING EVENTS:

a) THE SALE OF THE LOT TO A THIRD PARTY BY THE OWNER, OR ANY SUCCESSOR IN INTEREST THERETO;
b) THE ISSUANCE OF A BUILDING PERMIT FOR CONSTRUCTION ON THE ANY PORTION OF THE TRACT; OR
c) THREE YEARS FROM THE DATE OF THE RECORDING OF THIS PLAT AS SET FORTH IN A PROMISSORY NOTE AND SECURITY AGREEMENT EXECUTED AND RECORDED WITH THIS SUBDIVISION PLAT.

ACKNOWLEDGEMENT BY WASHINGTON COUNTY WATER CONSERVANCY DISTRICT:

THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION ON THIS PLAT.

_____
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

NAME:_____

TITLE:_____

STATE OF UTAH
WASHINGTON COUNTY } S.S.

ON THIS THE____DAY OF_____, 20___, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, CURT GORDON, PRESIDENT OF DESERT CANYONS DEVELOPMENT, INC., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

_____
DESERT CANYONS DEVELOPMENT, INC.
BY: CURT GORDON, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____ 20___ BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY APPEARED CURT GORDON, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES

WE, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

_____
STATE BANK OF SOUTHERN UTAH
BY: KIM CHRISTENSEN, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____, 20___, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED KIM CHRISTENSEN, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

MORTGAGEE'S CONSENT TO RECORD

WE, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THIS PLAT, RECORDING OF ANNEXATION INTO COVENANTS, CONDITIONS AND RESTRICTIONS, AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

_____
STATE BANK OF SOUTHERN UTAH
BY: KIM CHRISTENSEN, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____, 20___, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED KIM CHRISTENSEN, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES

WE, K&D FAMILY, L.L.C., MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

_____
K&D FAMILY, L.L.C.
BY: KERRY HOLT, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____, 20___, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED KERRY HOLT, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

MORTGAGEE'S CONSENT TO RECORD

WE, K&D FAMILY, L.L.C., MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THIS PLAT, RECORDING OF ANNEXATION INTO COVENANTS, CONDITIONS AND RESTRICTIONS, AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

_____
K&D FAMILY, L.L.C.
BY: KERRY HOLT, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____, 20___, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED KERRY HOLT, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

Subdivision Final Plat for

DESERT HOLLOW - PHASE 1

Located in the NE Quarter of Section 34,
Township 43 South, Range 15 West, SLB&M

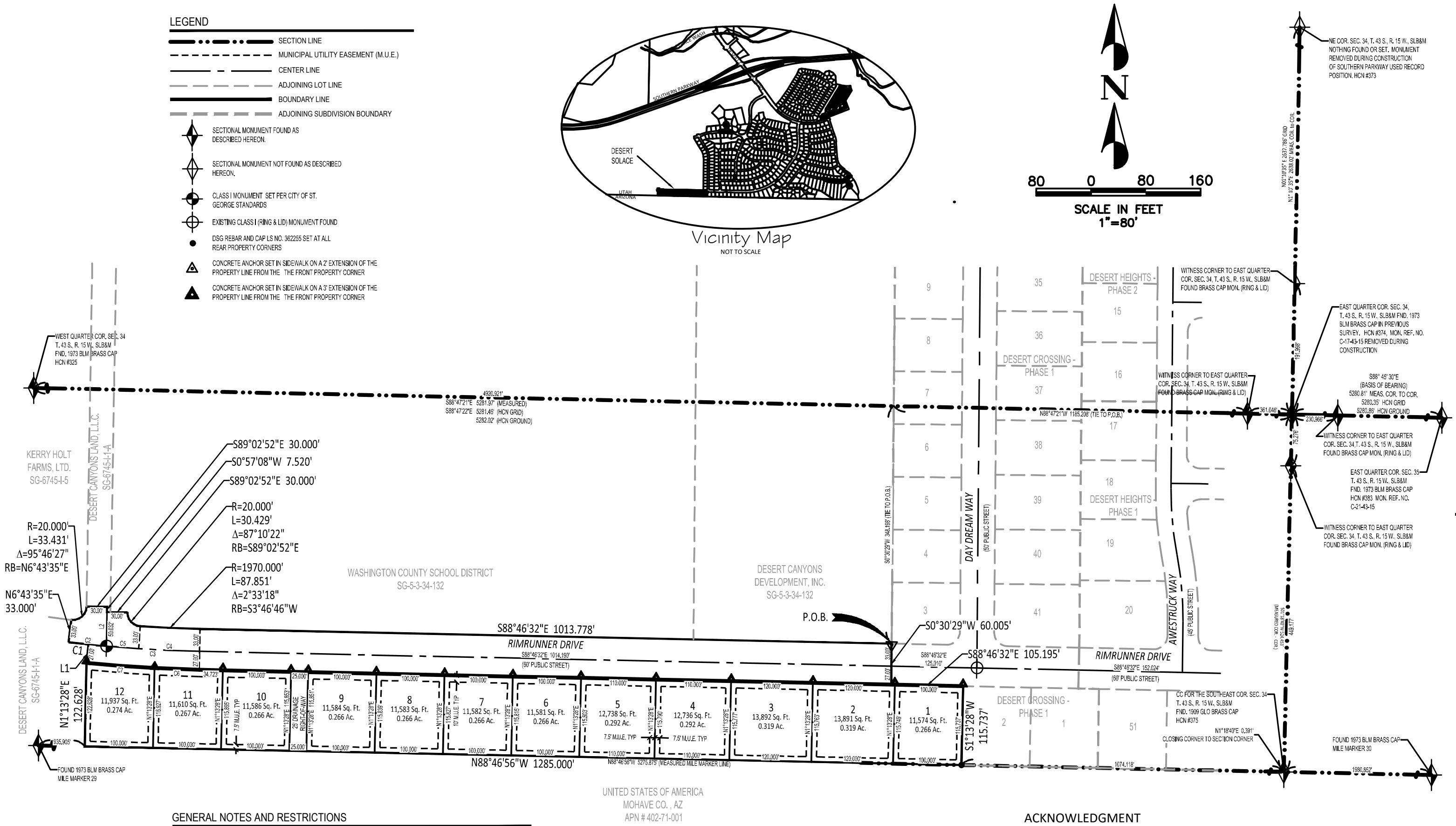
DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

DRAFT

Agenda Item Number : 14

Request For Council Action

Date Submitted	08/07/2019 04:47 PM
Proposed City Council Date	08/15/2019
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of a final subdivision plat for Desert Solace.
Background	This request is to consider the final subdivision plat for Desert Solace, a 12-lot residential subdivision located at Rim Runner Drive and approximately 3200 East; zoning is R-1-10.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	desertsolace080719164742.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FOR THE EXERCISE OF THE EASEMENT RIGHTS.
2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED APRIL 4, 2018. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.
3. A SITE GRADING AND DRAINAGE PLAN PREPARED BY A PROFESSIONAL ENGINEER IS REQUIRED TO BE SUBMITTED WITH EACH BUILDING PERMIT FOR LOTS 1 - 3 WHICH SHOWS HOW RUNOFF FROM ROOF DRAIN DOWN SPOUTS FOR EACH DWELLING AND REAR YARD FOR EACH LOT CAN BE CONVEYED TO THE PUBLIC STREET FRONTAGE ALONG EACH LOT
4. ROCK WALLS ARE PRIVATE AND ALL ROCK WALL REPAIR AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER. SAID OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, FROM ANY AND ALL CLAIMS RESULTING FROM ROCK WALLS LOCATED WITHIN THIS SUBDIVISION
5. LOTS 1 & 2 ARE TO BE BUILT AS WALKOUT BASEMENTS ONLY UNLESS OTHERWISE APPROVED BY THE CITY OF ST. GEORGE BASED ON A SITE PLAN THAT MEETS ALL APPLICABLE CITY STANDARDS, INCLUDING BUT NOT LIMITED TO GRADING AND SETBACK STANDARDS AND REQUIREMENTS.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	2003.000'	29.082'	0°49'55"	N83°41'22"W	29.082'
C2	2003.000'	55.544'	1°35'20"	S84°04'05"E	55.542'
C3	2003.000'	136.798'	3°54'47"	S86°49'08"E	136.772'
C4	2003.000'	89.322'	2°33'18"	S87°29'53"E	89.315'
C5	2003.000'	47.476'	1°21'29"	S85°32'29"E	47.475'
C6	2030.000'	65.288'	1°50'34"	S87°51'15"E	65.285'
C7	2030.000'	100.172'	2°49'38"	S85°31'09"E	100.162'

LINE TABLE

LINE	BEARING	LENGTH
L1	N5°53'40"E	27.000'
L2	S0°57'08"W	57.552'

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

DESERT SOLACE

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

PROFESSIONAL LAND SURVEYOR
D. BRADFORD PETERSEN
No. 362255
5/13/19
STATE OF UTAH

DATE: ____________________

LEGAL DESCRIPTION:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF DESERT CROSSING - PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 88°47'21" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1185.208 FEET AND SOUTH 00°30'29" WEST 348.198 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°47'21" WEST ALONG THE QUARTER SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 34), AND RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (3) THREE COURSES: (1) SOUTH 00°30'29" WEST 60.005 FEET; (2) SOUTH 88°46'32" EAST 105.195 FEET; AND (3) SOUTH 01°13'28" WEST 115.737 FEET TO A POINT ON THE UTAH/ARIZONA STATE BORDER; THENCE NORTH 88°46'56" WEST ALONG SAID UTAH/ARIZONA STATE BORDER, (SAID BORDER BEING MARKED BY A 1973 BUREAU OF LAND MANAGEMENT BRASS CAP MARKING MILE 29 ON THE UTAH/ARIZONA STATE BORDER AND A 1973 BUREAU OF LAND MANAGEMENT BRASS CAP MARKING MILE 30 ON THE UTAH/ARIZONA STATE BORDER), A DISTANCE OF 1285.000 FEET; THENCE NORTH 01°13'28" EAST 122.628 FEET; THENCE NORTH 05°53'40" EAST 27.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 05°53'40" EAST); THENCE ALONG THE ARC OF A 2003.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°49'55", A DISTANCE OF 29.082 FEET; THENCE NORTH 06°43'35" EAST 33.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 06°43'35" EAST); THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 95°46'27", A DISTANCE OF 33.431 FEET; THENCE SOUTH 89°02'52" EAST 30.000 FEET; THENCE SOUTH 00°57'08" WEST 7.520 FEET; THENCE SOUTH 89°02'52" EAST 30.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 89°02'52" EAST); THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°10'22", A DISTANCE OF 30.429 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 1970.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°33'18", A DISTANCE OF 87.851 FEET; THENCE SOUTH 88°46'32" EAST 1013.778 FEET TO THE POINT OF BEGINNING.

CONTAINS 222,193 SQ. FT., (5.101 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

DESERT SOLACE

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER(S) DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND MUNICIPAL UTILITY EASEMENTS. ALL LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER(S) DO HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF DESERT SOLACE SUBDIVISION, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE ____DAY OF______________, 20____, ENTRY NO.____________________. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS____DAY OF ______________, 20____.

DESERT CANYONS DEVELOPMENT, INC.
CURT GORDON, PRESIDENT

WASHINGTON COUNTY SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF UTAH

BY: DAVID STIRLAND, BOARD PRESIDENT

ATTEST:

BRENT BILLS, BUSINESS ADMINISTRATOR

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON

ON THIS THE____DAY OF______________, 20___, BEFORE ME ____________________, A NOTARY PUBLIC, PERSONALLY APPEARED CURT GORDON PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: ________________
COMMISSION NUMBER: ________________
MY COMMISSION EXPIRES: ________________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON

ON THIS THE____DAY OF______________, 20___, APPEARED BEFORE ME , DAVID STIRLAND, WHO BEING SWORN DID SAY THAT HE IS THE BOARD PRESIDENT OF WASHINGTON COUNTY SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF UTAH AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID DAVID STIRLAND DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.

NOTARY PUBLIC FULL NAME: ________________
COMMISSION NUMBER: ________________
MY COMMISSION EXPIRES: ________________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

NOTARY PUBLIC

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

Subdivision Final Plat for

DESERT SOLACE

Located in the East One-Half of Section 34 ,
Township 43 South, Range 15 West, SLB&M

SHEET 1 OF 2

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF __________ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

COMMUNITY DEVELOPMENT DIRECTOR
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF ______________, A.D. 20____

ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF __________, A.D. 20____

CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF __________ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF __________ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
CITY OF ST. GEORGE

MAYOR
CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF __________ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

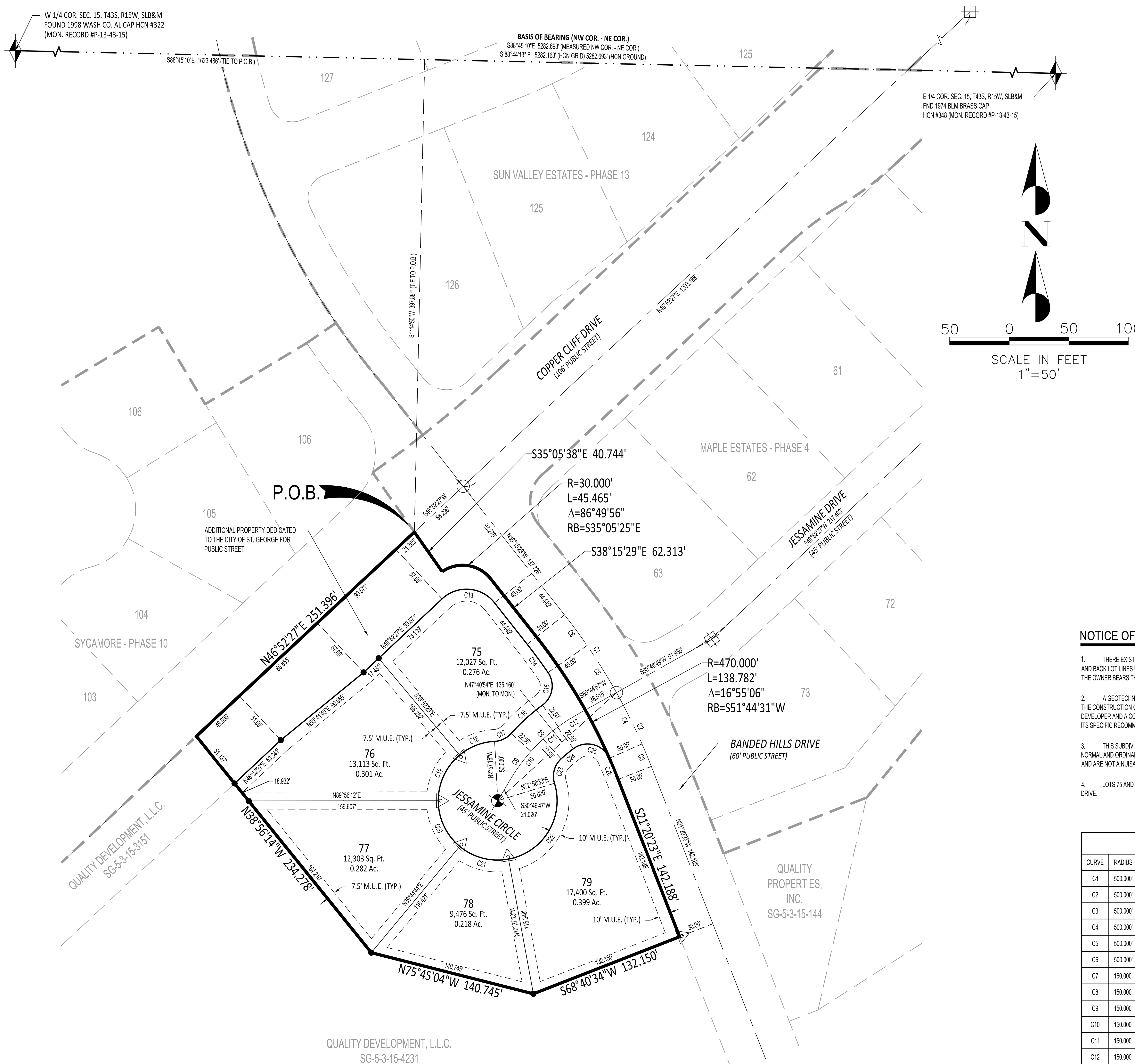
WASHINGTON COUNTY RECORDER

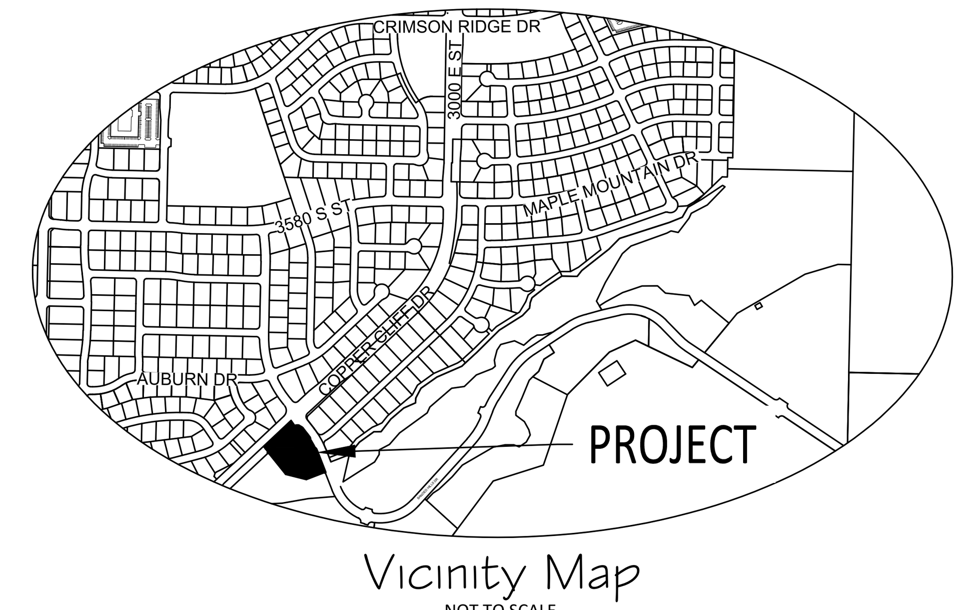
DRAFT

Agenda Item Number : 15

Request For Council Action

Date Submitted	08/07/2019 04:45 PM
Proposed City Council Date	08/15/2019
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of a final subdivision plat for Maple Estates Phase 5.
Background	This request is to consider the final subdivision plat for Maple Estates Phase 5, a 5-lot residential subdivision located at Banded Hills Drive and Jessamine Circle; zoning is R-1-10.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	maplephase5080719164551.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**





Vicinity Map
NOT TO SCALE

LEGEND

- SECTION LINE
- MUNICIPAL UTILITY EASEMENT (M.U.E.)
- CENTER LINE
- ADJOINING LOT LINE
- BOUNDARY LINE
- ADJOINING SUBDIVISION BOUNDARY
- EXISTING CLASS II MONUMENT FOUND
- CLASS I MONUMENT SET PER CITY OF ST. GEORGE STANDARDS
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- DSG REBAR AND CAP LS NO. 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR SET IN SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE THE FRONT PROPERTY CORNER

NOTICE OF CONDITIONS AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FOR THE EXERCISE OF THE EASEMENT RIGHTS.

2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY GEOTECHNICAL TESTING SERVICES, INC.. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED APRIL 4, 2007. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

3. THIS SUBDIVISION IS LOCATED ADJACENT TO AGRICULTURAL PROPERTIES UPON WHICH LARGE ANIMAL ARE ALLOWED. AGRICULTURAL ACTIVITIES CONDUCTED IN THE NORMAL AND ORDINARY COURSE OF AGRICULTURAL OPERATIONS OR CONDUCTED IN ACCORDANCE WITH SOUND AGRICULTURAL PRACTICES ARE PRESUMED TO BE REASONABLE AND ARE NOT A NUISANCE UNDER THE LAW.

4. LOTS 75 AND 76 SHALL HAVE NO VEHICULAR ACCESS ONTO COPPER CLIFF DRIVE. ADDITIONALLY, LOTS 75 AND 79 SHALL HAVE NO VEHICULAR ACCESS TO BANDED HILLS DRIVE.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	500.000'	78.811'	9°01'52"	N33°44'33"W	78.729'
C2	500.000'	68.830'	7°53'14"	N25°17'00"W	68.775'
C3	500.000'	20.549'	2°21'17"	N22°31'01"W	20.547'
C4	500.000'	48.281'	5°31'57"	N26°27'38"W	48.262'
C5	500.000'	46.714'	5°21'11"	N31°54'12"W	46.697'
C6	500.000'	32.097'	3°40'41"	N36°25'08"W	32.092'
C7	150.000'	18.277'	6°58'52"	S57°15'30"W	18.265'
C8	150.000'	31.022'	11°50'58"	S47°50'35"W	30.966'
C9	150.000'	29.161'	11°08'19"	S36°20'57"W	29.115'
C10	150.000'	43.637'	16°40'05"	S39°06'50"W	43.483'
C11	150.000'	15.796'	6°02'01"	S50°27'53"W	15.788'
C12	150.000'	19.027'	7°16'04"	S57°06'55"W	19.014'
C13	30.000'	49.673'	94°52'04"	N85°41'31"W	44.190'
C14	460.000'	29.529'	3°40'41"	N36°25'08"W	29.524'
C15	20.000'	30.833'	88°19'52"	N09°36'09"E	27.869'
C16	172.500'	35.685'	11°51'09"	S47°50'41"W	35.621'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C17	20.000'	15.752'	45°07'38"	N64°28'55"E	15.348'
C18	50.000'	32.217'	36°55'05"	S68°35'12"W	31.663'
C19	50.000'	43.800'	50°11'28"	S25°01'56"W	42.413'
C20	50.000'	43.800'	50°11'28"	S25°09'32"E	42.413'
C21	50.000'	43.809'	50°12'07"	S75°21'20"E	42.421'
C22	50.000'	84.271'	96°34'04"	N31°15'35"E	74.645'
C23	20.000'	22.505'	64°28'19"	S15°12'43"W	21.336'
C24	127.500'	13.426'	6°02'01"	S50°27'53"W	13.420'
C25	20.000'	35.892'	102°49'28"	N75°06'23"W	31.266'
C26	470.000'	19.316'	2°21'17"	N22°31'01"W	19.314'

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

MAPLE ESTATES - PHASE 5

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: ______________________

PROFESSIONAL LAND SURVEYOR
No. 362255
D. BRADFORD PETERSEN
7/30/19
STATE OF UTAH

LEGAL DESCRIPTION:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BANDED HILLS DRIVE, DEDICATED AS DOCUMENT NO. 20090021919 IN THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'10" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1623.486 FEET AND SOUTH 01°14'50" WEST 397.881 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; (BASIS OF BEARING BEING SOUTH 88°45'10" EAST BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 15), AND RUNNING THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND LINE EXTENDED THE FOLLOWING (5) FIVE COURSES: (1) SOUTH 35°05'38" EAST 40.744 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 35°05'25" EAST); (2) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 30.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°49'56", A DISTANCE OF 45.465 FEET; (3) SOUTH 38°15'29" EAST 62.313 FEET TO A POINT OF CURVATURE; (4) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 470.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°55'06", A DISTANCE OF 138.782 FEET; AND (5) SOUTH 21°20'23" EAST 142.188 FEET; THENCE SOUTH 68°40'34" WEST 132.150 FEET; THENCE NORTH 75°45'04" WEST 140.745 FEET; THENCE NORTH 38°56'14" WEST 234.278 FEET TO THE SOUTHERLY BOUNDARY OF THE SYCAMORE ESTATES - PHASE 10 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 46°52'27" EAST ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 251.396 FEET TO THE POINT OF BEGINNING.

CONTAINS 90,498 SQ. FT., (2.078 ACRES)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS AND MUNICIPAL UTILITY EASEMENTS, HEREAFTER KNOWN AS:

MAPLE ESTATES - PHASE 5

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND MUNICIPAL UTILITY EASEMENTS. ALL LOTS, PUBLIC STREETS, AND EASEMENTS, ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE, IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "MAPLE ESTATES SUBDIVISION" RECORDED ON AUGUST 24, 2016 AS DOC. NO. 20160031042 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS____DAY OF ______________________, 20___.

____

QUALITY PROPERTIES, INC.
BY: ED BURGESS, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_______________, 20___, BEFORE ME ______________________, A NOTARY PUBLIC, PERSONALLY APPEARED ED BURGESS, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: ____________________
COMMISSION NUMBER: ____________________
MY COMMISSION EXPIRES: ____________________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

____
NOTARY PUBLIC

Subdivision Final Plat for

MAPLE ESTATES - PHASE 5

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

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

SHEET 1 OF 1

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF __________ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

____
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF ______________, A.D. 20____

____
ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF __________, A.D. 20____

____
CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF ___________ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

____
CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF __________ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

____
ATTEST: CITY RECORDER
CITY OF ST. GEORGE

____
MAYOR
CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF __________ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

____
WASHINGTON COUNTY TREASURER

RECORDED NUMBER

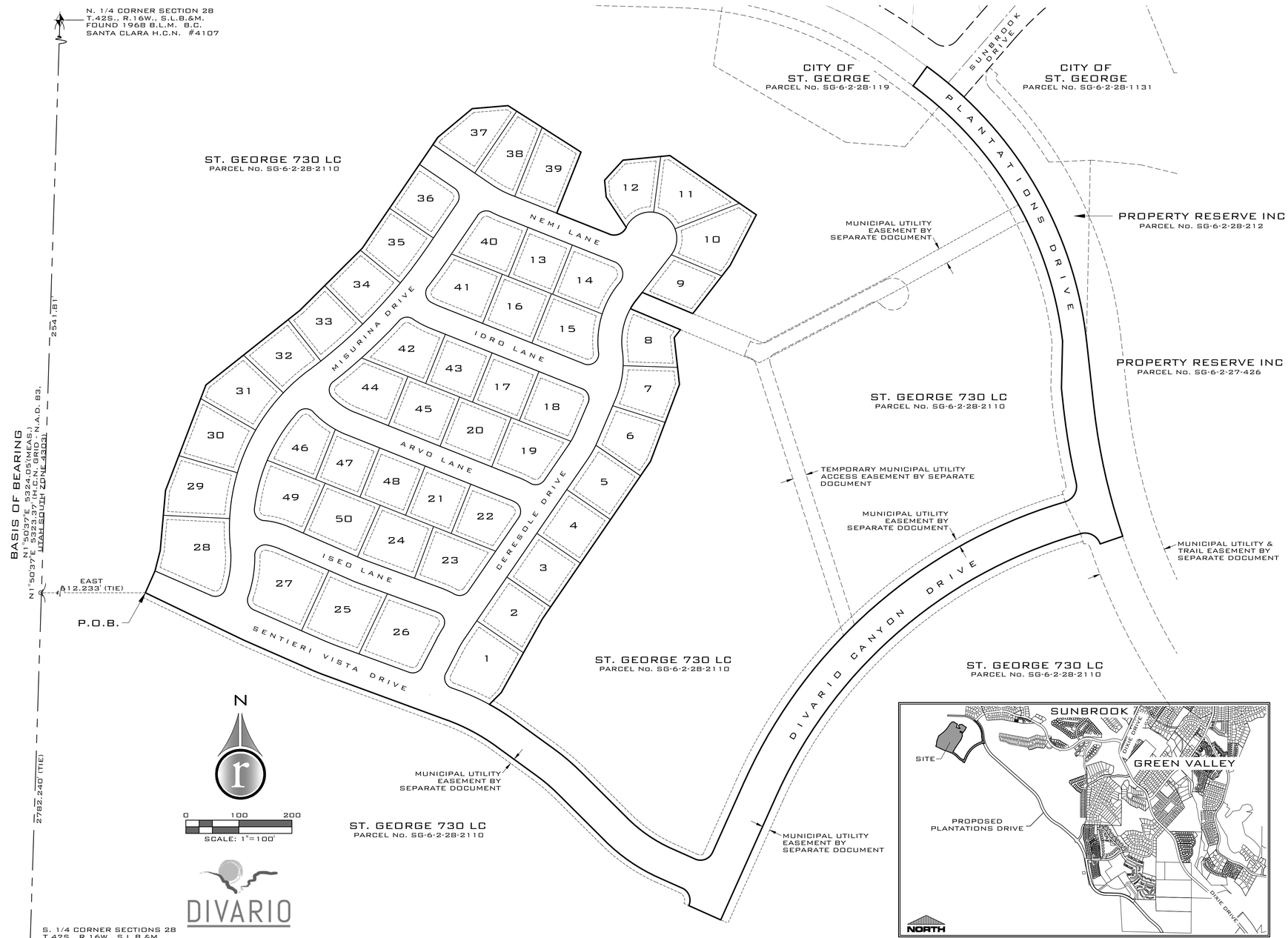
____
WASHINGTON COUNTY RECORDER

DRAFT

Agenda Item Number : 16

Request For Council Action

Date Submitted	08/07/2019 04:44 PM
Proposed City Council Date	08/15/2019
Applicant	Brandon Anderson, Rosenberg Associates
Subject	Consider approval of a final subdivision plat for Sentieri Canyon at Divario.
Background	This request is to consider the final subdivision plat for Sentieri Canyon at Divario, a 50-lot residential subdivision located at Sentieri Vista Drive and Ceresole Drive; zoning is R-1-10.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	sentiericanyonatdivario080719164415.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



VICINITY MAP - GREEN VALLEY
WASHINGTON COUNTY, UTAH:
SCALE: 1"=2000'

SURVEYOR'S CERTIFICATE:

I, Brandon E. Anderson, Professional Land Surveyor Number 4938716, hold a License in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and have completed a survey of the property described hereon in accordance with Section 17-23-17 and hereby certify all measurements and descriptions are correct. Monuments will be set as represented on this plat I further certify that by authority of the hereon Owners, I have made a survey of the tract of land shown on this plat and have subdivided the same tract into lots, public streets & municipal easements to be hereinafter known as:

SENTIERI CANYON AT DIVARIO

That the same has been correctly surveyed and points established on the ground in accordance with the hereon legal description.

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
4938716
BRANDON E.
ANDERSON
STATE OF UTAH

Date:

Brandon E. Anderson — Certificate No. 4938716

GENERAL NOTES AND RESTRICTIONS:

1. There exists a 10.00 foot municipal utility easement along all street side property lines and a 7.50 foot municipal utility easement along all side and back lot lines unless otherwise noted. No buildings or structures, e.g. pools, walls, or fences, will be allowed to be built in the easement area and the owner bears the risk of loss or damage to those improvements resulting for the exercise of the easement rights.

2. A Geotechnical investigation was performed by AGEC Applied Geotech, Inc. The investigation results and specific recommendations for the construction of foundations, floor slabs, soils and exterior flatwork are compiled in a report dated May 19, 2016. This report is available from the developer and a copy is on file with the City of St. George. Owners, builders, and contractors should become familiar with this report and comply with its specific recommendations as special considerations may be required for structures and landscaping.

3. All rock walls are private. All rock wall repair and maintenance shall be the responsibility of the property owner/homeowner's association and subsequent purchasers. Said owner/homeowner's association and subsequent purchasers shall indemnify and hold harmless the City of St. George, its officers, boards, employees, agents and assigns from any claims resulting from rock walls located within this subdivision.

4. A site grading and drainage plan prepared by a professional engineer is required to be submitted with each building permit for all Lot(s). Furthermore, roof drain downspouts for all lots shall drain to the front yard unless site grading and drainage plan provides an approved method for runoff from down spouts. Plan shall also show driveway location meets City Standards for slope and location.

5. Lot 46 - This area contains a sight distance restriction. No structures, signs, trees, rocks, landscaping, etc. shall be placed within this restricted area that will reduce or limit the available sight distance. It shall be the owner(s) responsibility to ensure that this restriction is always complied with and said owner(s) shall indemnify and hold harmless the City of St. George, its officers, boards, employees, agents and assigns, in enforcing such compliance and from any and all claims that may arise concerning this restriction.

OWNER'S DEDICATION:

Know all men by these presents that the undersigned owner(s) of all the above described tract of land having caused the same to be subdivided into lots, public streets, and municipal utility easements hereafter known as:

SENTIERI CANYON AT DIVARIO

For good and valuable consideration received, the undersigned owner(s) do(es) hereby dedicate and convey to the City of St. George for perpetual use of the public, all parcels of land shown on this plat as public streets, and municipal utility easements. All lots, public streets, and municipal utility easements are as noted or shown. The owner(s) do(es) hereby warrant to the City of St. George, its successors and assigns, title to all property dedicated and conveyed to public use herein against the claims of all persons. The lots shown on this plat are subject to the declaration of covenants, conditions and restrictions, recorded concurrently with this plat in the Office of the Washington County Recorder, incorporated and made part of this plat.

ST. GEORGE, 730 LLC, a Nevada Limited Liability Company

Manager

ACKNOWLEDGMENT:

State of Utah
County of Washington } s.s.

On this _____ day of _____ in the year_____ , before me _____, a notary public, personally appeared _____ proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.

Notary Public Full Name: _____

Commission Number: _____

My Commission Expires: _____

A Notary Public Commissioned in Utah

(Stamp not required per Utah Code 46-1-16 (6) if above information is filled in)

THE FINAL PLAT OF

SENTIERI CANYON AT DIVARIO

LOCATED IN THE NORTHEAST & SOUTHEAST QUARTERS OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

CITY OF ST. GEORGE | WASHINGTON COUNTY | UTAH.

SHEET 1 OF 4

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2,St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397 - www.RACIVIL.COM

SENTIERI CANYON FILE NUMBER:	5/29/2019 DATE:	B.E.A. DRAWN:
1286-15-019 JOB NUMBER:	1" = 40' SCALE:	B.E.A. CHECKED:

Approval of the Community Development Director

I, the Community Development Director for the City of St. George, have this the ____ day of _____ A.D. 20___, reviewed the above subdivision Final Plat and recommended the same for acceptance by the City of St. George, UT.

Community Development Director
City of St. George

Engineer's Approval

The hereon subdivision Final Plat has been reviewed and is approved in accordance with the information on file in this office this ____ day of _____, A.D. 20___

Engineer
City of St. George

Approval as to Form

Approved as to Form, this the ____ day of _____, A.D. 20___

City Attorney
City of St. George

Approval of the Planning Commission

On this the ____ day of _____ A.D. 20___ the Planning Commission of the City of St. George, having reviewed the above subdivision Final Plat and having found that it complies with the requirements of the City's Planning Ordinances, and by authority of said Commission hereby approve said subdivision for acceptance by the City of St. George, UT.

Chairman Planning Commission
City of St. George

Approval and Acceptance by the City of St. George, Utah

We, the Mayor and City Council of the City of St. George, UT, have reviewed the above subdivision Final Plat and by authorization of said City Council, record in the minutes of its meeting of the ____ day of _____ A.D. 20___ hereby accept said Final Plat with all commitments and obligations pertaining thereto.

Attest: City Recorder
City of St. George

Mayor
City of St. George

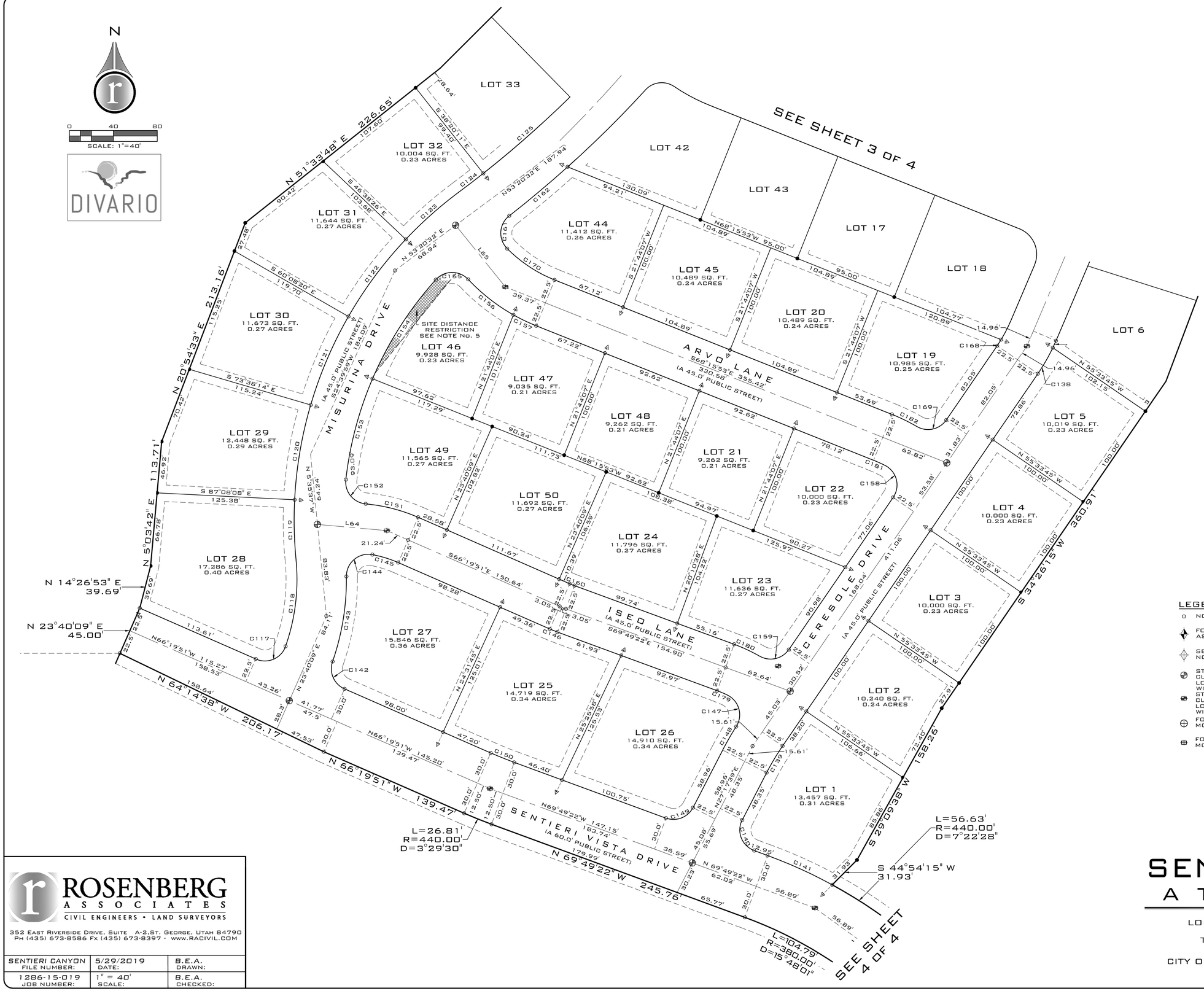
Treasurer Approval

I, Washington County Treasurer, certify on this ____ day of _____ A.D. 20___ that all taxes, special assessments, and fees due and owing on this subdivision Final Plat have been paid in full.

Washington County Treasurer

Recorded Number

Washington County Recorder



LEGEND:

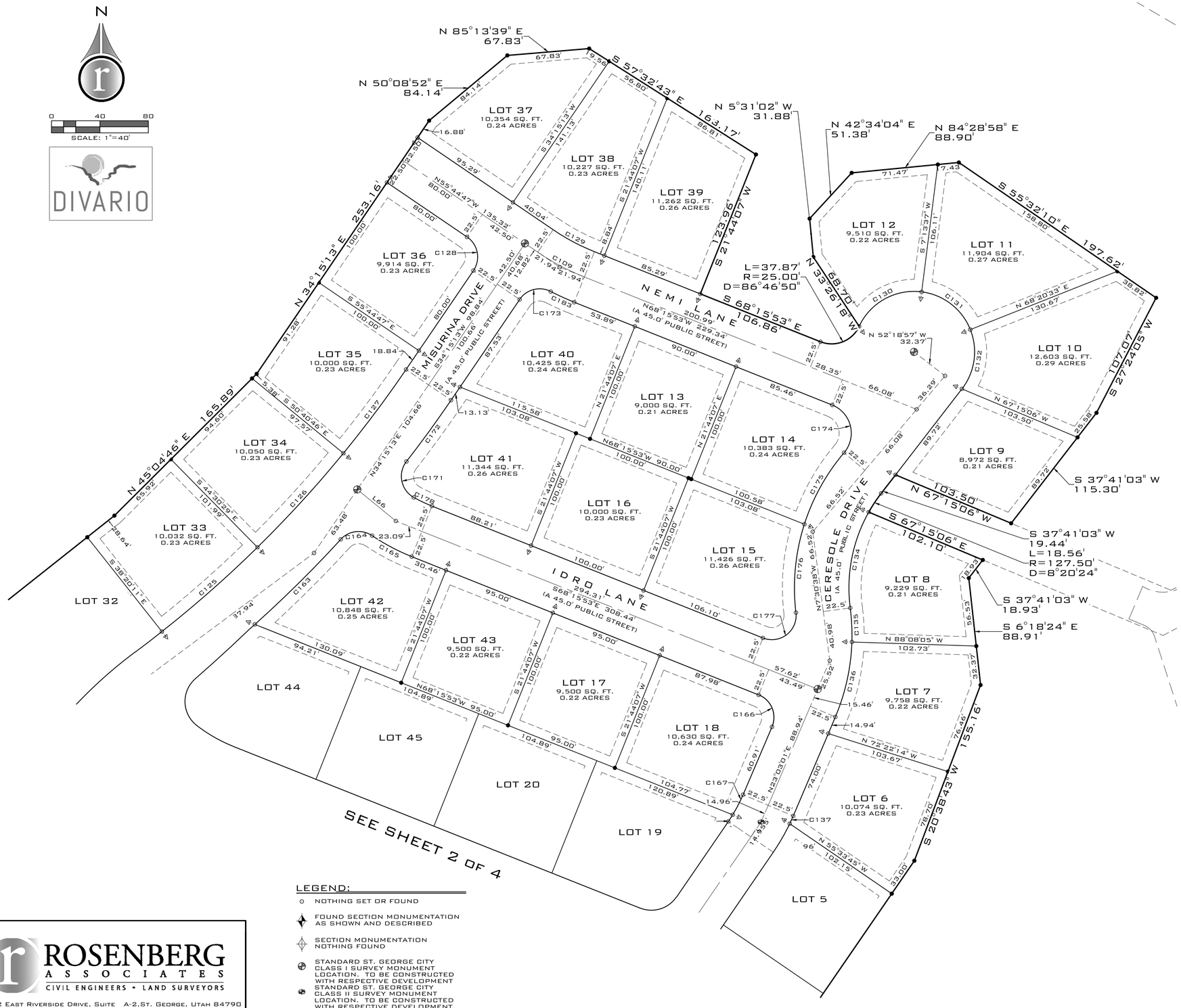
- NOTHING SET OR FOUND
- FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- SECTION MONUMENTATION NOTHING FOUND
- STANDARD ST. GEORGE CITY CLASS I SURVEY MONUMENT LOCATION. TO BE CONSTRUCTED WITH RESPECTIVE DEVELOPMENT
- STANDARD ST. GEORGE CITY CLASS II SURVEY MONUMENT LOCATION. TO BE CONSTRUCTED WITH RESPECTIVE DEVELOPMENT
- FOUND SURVEY CONTROL MONUMENT - CLASS I
- FOUND SURVEY CONTROL MONUMENT - CLASS II

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2,St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397 - www.RACIVIL.COM

SENTIERI CANYON FILE NUMBER:	5/29/2019 DATE:	B.E.A. DRAWN:
1286-15-019 JOB NUMBER:	1" = 40' SCALE:	B.E.A. CHECKED:

THE FINAL PLAT OF SENTIERI CANYON AT DIVARIO

LOCATED IN THE NORTHEAST & SOUTHEAST QUARTERS OF SECTION 28
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE | WASHINGTON COUNTY | UTAH.



Line Table		
Line #	Length	Direction
L64	63.43'	S84°57'23"E
L65	71.99'	S38°51'15"E
L66	41.18'	S50°45'43"E

Curve Table			
Curve #	Length	Radius	Delta
C109	43.70'	200.00'	12°31'06"
C117	33.25'	20.00'	95°14'12"
C118	79.74'	182.50'	25°02'05"
C119	54.99'	372.50'	8°27'29"
C120	87.76'	372.50'	13°29'54"
C121	87.76'	372.50'	13°29'54"
C122	87.76'	372.50'	13°29'54"
C123	64.70'	372.50'	9°57'08"
C124	28.12'	977.50'	1°38'54"
C125	105.29'	977.50'	6°10'17"
C126	105.29'	977.50'	6°10'17"
C127	86.45'	977.50'	5°04'01"
C128	31.42'	20.00'	90°00'00"
C129	38.78'	177.50'	12°31'06"
C130	63.07'	50.00'	72°16'20"
C131	53.33'	50.00'	61°06'56"
C132	51.79'	50.00'	59°20'30"
C134	82.01'	127.50'	36°51'17"
C135	28.23'	172.50'	9°22'33"
C136	63.78'	172.50'	21°11'05"
C137	7.03'	172.50'	2°20'07"
C138	27.25'	172.50'	9°03'08"
C139	28.36'	227.50'	7°08'37"
C140	33.90'	20.00'	97°07'00"
C141	64.71'	440.00'	8°25'33"
C142	29.84'	20.00'	85°29'08"
C143	78.89'	227.50'	19°52'04"
C144	35.31'	20.00'	101°09'41"
C145	24.70'	107.00'	13°13'30"
C146	7.47'	122.50'	3°29'30"
C147	33.86'	20.00'	96°59'37"
C148	24.69'	272.50'	5°11'30"
C149	28.93'	20.00'	82°53'00"
C150	23.16'	380.00'	3°29'30"

Curve Table			
Curve #	Length	Radius	Delta
C151	49.42'	152.00'	18°37'42"
C152	31.92'	20.00'	91°26'49"
C153	95.24'	327.50'	16°39'43"
C154	107.53'	327.50'	18°48'46"
C155	33.13'	20.00'	94°54'24"
C156	52.59'	172.50'	17°28'05"
C157	23.09'	172.50'	7°40'08"
C158	34.06'	20.00'	97°35'18"
C159	29.82'	20.00'	85°25'52"
C160	4.72'	77.50'	3°29'30"
C161	33.80'	20.00'	96°50'22"
C162	69.39'	1022.50'	3°53'18"
C163	99.87'	1022.50'	5°35'46"
C164	28.47'	20.00'	81°33'28"
C165	37.06'	172.50'	12°18'35"
C166	31.87'	20.00'	91°18'54"
C167	18.76'	127.50'	8°25'42"
C168	6.58'	127.50'	2°57'33"
C169	29.94'	20.00'	85°46'15"
C170	52.06'	127.50'	23°23'49"
C171	34.41'	20.00'	98°34'36"
C172	62.69'	1022.50'	3°30'47"
C173	28.96'	20.00'	82°58'41"
C174	47.38'	25.00'	108°35'03"
C175	68.02'	172.50'	22°35'32"
C176	73.95'	172.50'	24°33'40"
C177	41.39'	20.00'	118°34'09"
C178	16.59'	127.50'	7°27'17"
C179	9.93'	107.05'	5°18'53"
C180	25.72'	152.05'	9°41'29"
C181	11.38'	127.50'	5°06'51"
C182	25.51'	172.50'	8°28'24"
C183	21.31'	222.50'	5°29'19"

LEGEND:

- NOTHING SET OR FOUND
- FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- SECTION MONUMENTATION NOTHING FOUND
- STANDARD ST. GEORGE CITY CLASS I SURVEY MONUMENT LOCATION. TO BE CONSTRUCTED WITH RESPECTIVE DEVELOPMENT
- STANDARD ST. GEORGE CITY CLASS II SURVEY MONUMENT LOCATION. TO BE CONSTRUCTED WITH RESPECTIVE DEVELOPMENT
- FOUND SURVEY CONTROL MONUMENT - CLASS I
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SENTIERI CANYON FILE NUMBER:	5/29/2019 DATE:	B.E.A. DRAWN:
1286-15-019 JOB NUMBER:	1" = 40' SCALE:	B.E.A. CHECKED:

THE FINAL PLAT OF

SENTIERI CANYON AT DIVARIO

LOCATED IN THE NORTHEAST & SOUTHEAST QUARTERS OF SECTION 28
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE | WASHINGTON COUNTY | UTAH.

N

0 80 160

SCALE: 1"=80'

DIVARIO

MORTGAGEE CONSENT TO RECORD:

WESTERN ALLIANCE BANK, A MORTGAGEE OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS.

_____
VICE PRESIDENT

ACKNOWLEDGMENT:

STATE OF UTAH)
COUNTY OF WASHINGTON) S.S.

ON THIS _____ DAY OF _____ IN THE YEAR____ , BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED (HE/SHE) EXECUTED THE SAME.

FULL NAME SIGNATURE: _____

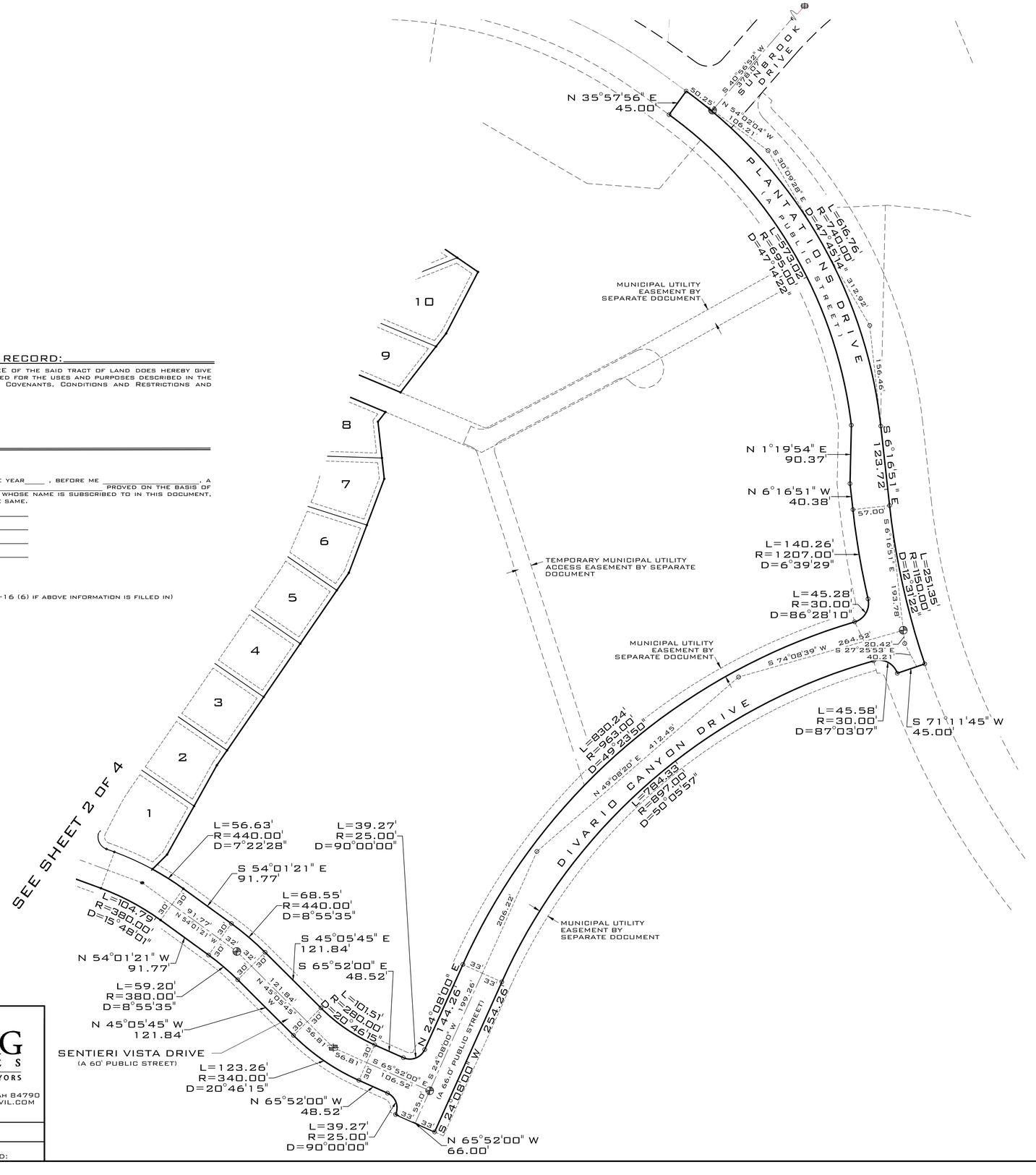
FULL NAME PRINT: _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

A NOTARY PUBLIC COMMISSIONED
IN THE STATE OF

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)



LEGAL DESCRIPTION:

BEGINNING AT A POINT BEING NORTH 01°50'37" EAST 2,782.24 FEET ALONG THE CENTER SECTION LINE AND EAST 612.23 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE NORTH 23°40'09" EAST 45.00 FEET;
THENCE NORTH 14°26'53" EAST 39.69 FEET;
THENCE NORTH 05°03'42" EAST 113.71 FEET;
THENCE NORTH 20°54'33" EAST 213.16 FEET;
THENCE NORTH 51°33'48" EAST 226.65 FEET;
THENCE NORTH 45°04'46" EAST 165.89 FEET;
THENCE NORTH 34°15'13" EAST 253.16 FEET;
THENCE NORTH 50°08'52" EAST 84.14 FEET;
THENCE NORTH 85°13'39" EAST 67.83 FEET;
THENCE SOUTH 57°32'43" EAST 163.17 FEET;
THENCE SOUTH 21°44'07" WEST 123.96 FEET;
THENCE SOUTH 68°15'53" EAST 106.86 FEET;
THENCE EAST 37.87 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 21°44'07" EAST, LONG CHORD BEARS NORTH 68°20'42" EAST 34.35 FEET WITH A CENTRAL ANGLE OF 86°46'50");
THENCE NORTH 33°26'18" WEST 68.70 FEET;
THENCE NORTH 05°31'02" WEST 31.88 FEET;
THENCE NORTH 42°34'04" EAST 51.38 FEET;
THENCE NORTH 84°26'58" EAST 88.90 FEET;
THENCE SOUTH 55°32'10" EAST 197.62 FEET;
THENCE SOUTH 27°24'05" WEST 107.07 FEET;
THENCE SOUTH 37°41'03" WEST 115.30 FEET;
THENCE NORTH 57°15'06" WEST 103.50 FEET;
THENCE SOUTH 37°41'03" WEST 19.44 FEET;
THENCE SOUTHWEST 18.56 FEET ALONG AN ARC OF A 127.50 FEET RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 52°18'57" EAST, LONG CHORD BEARS SOUTH 33°30'51" WEST 18.54 FEET WITH A CENTRAL ANGLE OF 08°20'24");
THENCE SOUTH 67°15'06" EAST 102.10 FEET;
THENCE SOUTH 37°41'03" WEST 18.93 FEET;
THENCE SOUTH 06°18'24" EAST 88.91 FEET;
THENCE SOUTH 20°38'43" WEST 155.16 FEET;
THENCE SOUTH 34°26'15" WEST 360.91 FEET;
THENCE SOUTH 29°09'38" WEST 158.26 FEET;
THENCE SOUTH 44°54'15" WEST 31.93 FEET;
THENCE SOUTHEAST 56.63 FEET ALONG AN ARC OF A 440.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°36'11" WEST, LONG CHORD BEARS SOUTH 57°42'35" EAST 56.59 FEET WITH A CENTRAL ANGLE OF 07°22'28");
THENCE SOUTH 54°01'21" EAST 91.77 FEET;
THENCE SOUTHEAST 68.55 FEET ALONG AN ARC OF A 440.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 35°58'39" WEST, LONG CHORD BEARS SOUTH 49°33'33" EAST 68.48 FEET WITH A CENTRAL ANGLE OF 08°55'35");
THENCE SOUTH 45°05'45" EAST 121.84 FEET;
THENCE SOUTHEAST 101.51 FEET ALONG AN ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 44°54'15" EAST, LONG CHORD BEARS SOUTH 55°28'53" EAST 100.95 FEET WITH A CENTRAL ANGLE OF 20°46'15");
THENCE SOUTH 65°52'00" EAST 48.52 FEET;
THENCE EAST 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 24°08'00" EAST, LONG CHORD BEARS NORTH 69°08'00" EAST 35.36 FEET WITH A CENTRAL ANGLE OF 90°00'00");
THENCE NORTH 24°08'00" EAST 144.26 FEET;
THENCE NORTHEAST 830.24 FEET ALONG AN ARC OF A 963.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 65°52'00" EAST, LONG CHORD BEARS NORTH 48°49'55" EAST 804.77 FEET WITH A CENTRAL ANGLE OF 49°23'50");
THENCE NORTHEAST 45.28 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 16°28'10" WEST, LONG CHORD BEARS NORTH 30°17'45" EAST 41.10 FEET WITH A CENTRAL ANGLE OF 86°28'10");
THENCE NORTH 140.26 FEET ALONG AN ARC OF A 1,207.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 77°03'40" EAST, LONG CHORD BEARS NORTH 09°36'36" WEST 140.18 FEET WITH A CENTRAL ANGLE OF 06°39'29");
THENCE NORTH 06°16'51" WEST 40.38 FEET;
THENCE NORTH 01°19'54" EAST 90.37 FEET;
THENCE NORTHWEST 573.02 FEET ALONG AN ARC OF A 695.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 83°12'18" WEST, LONG CHORD BEARS NORTH 30°24'53" WEST 556.92 FEET WITH A CENTRAL ANGLE OF 47°14'22");
THENCE NORTH 35°57'56" EAST 45.00 FEET TO THE WESTERLY LINE OF SANTA MARIA AT SUNBROOK PHASE 4 AMENDED;
THENCE SOUTHEAST 616.76 FEET ALONG AN ARC OF A 740.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 35°57'55" WEST, LONG CHORD BEARS SOUTH 30°09'28" EAST 599.06 FEET WITH A CENTRAL ANGLE OF 47°45'14") ALONG THE WESTERLY LINE OF SAID AT SUNBROOK PHASE 4 AMENDED;
THENCE SOUTH 06°16'51" EAST 123.72 FEET;
THENCE SOUTH 251.35 FEET ALONG AN ARC OF A 1,150.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 83°43'09" EAST, LONG CHORD BEARS SOUTH 12°32'32" EAST 250.85 FEET WITH A CENTRAL ANGLE OF 12°31'22");
THENCE SOUTH 71°11'45" WEST 45.00 FEET;
THENCE NORTHWEST 45.58 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 71°11'47" WEST, LONG CHORD BEARS NORTH 62°19'47" WEST 41.32 FEET WITH A CENTRAL ANGLE OF 87°03'07");
THENCE SOUTHWEST 784.33 FEET ALONG AN ARC OF A 897.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 15°46'03" EAST, LONG CHORD BEARS SOUTH 49°10'58" WEST 759.58 FEET WITH A CENTRAL ANGLE OF 50°05'57");
THENCE SOUTH 24°08'00" WEST 254.26 FEET;
THENCE NORTH 65°52'00" WEST 66.00 FEET;
THENCE NORTH 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 65°52'00" WEST, LONG CHORD BEARS NORTH 20°52'00" WEST 35.36 FEET WITH A CENTRAL ANGLE OF 90°00'00");
THENCE NORTH 65°52'00" WEST 48.52 FEET;
THENCE NORTHWEST 123.26 FEET ALONG AN ARC OF A 340.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 24°08'00" EAST, LONG CHORD BEARS NORTH 55°28'53" WEST 122.58 FEET WITH A CENTRAL ANGLE OF 20°46'15");
THENCE NORTH 45°05'45" WEST 121.84 FEET;
THENCE NORTHWEST 59.20 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 44°54'15" WEST, LONG CHORD BEARS NORTH 49°33'33" WEST 59.14 FEET WITH A CENTRAL ANGLE OF 08°55'35");
THENCE NORTH 54°01'21" WEST 91.77 FEET;
THENCE NORTHWEST 104.79 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 35°58'39" WEST, LONG CHORD BEARS NORTH 61°55'21" WEST 104.46 FEET WITH A CENTRAL ANGLE OF 15°48'01");
THENCE NORTH 69°49'22" WEST 245.76 FEET;
THENCE WEST 26.81 FEET ALONG AN ARC OF A 440.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 20°10'38" EAST, LONG CHORD BEARS NORTH 68°04'36" WEST 26.81 FEET WITH A CENTRAL ANGLE OF 03°29'30");
THENCE NORTH 66°19'51" WEST 139.47 FEET;
THENCE NORTH 64°14'38" WEST 206.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 903,637 SQ. FT. 20.75 ACRES.

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2,ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 - WWW.RACIVIL.COM

SENTIERI CANYON FILE NUMBER:	5/29/2019 DATE:	B.E.A. DRAWN:
1286-15-019 JOB NUMBER:	1" = 40' SCALE:	B.E.A. CHECKED:

THE FINAL PLAT OF

SENTIERI CANYON AT DIVARIO

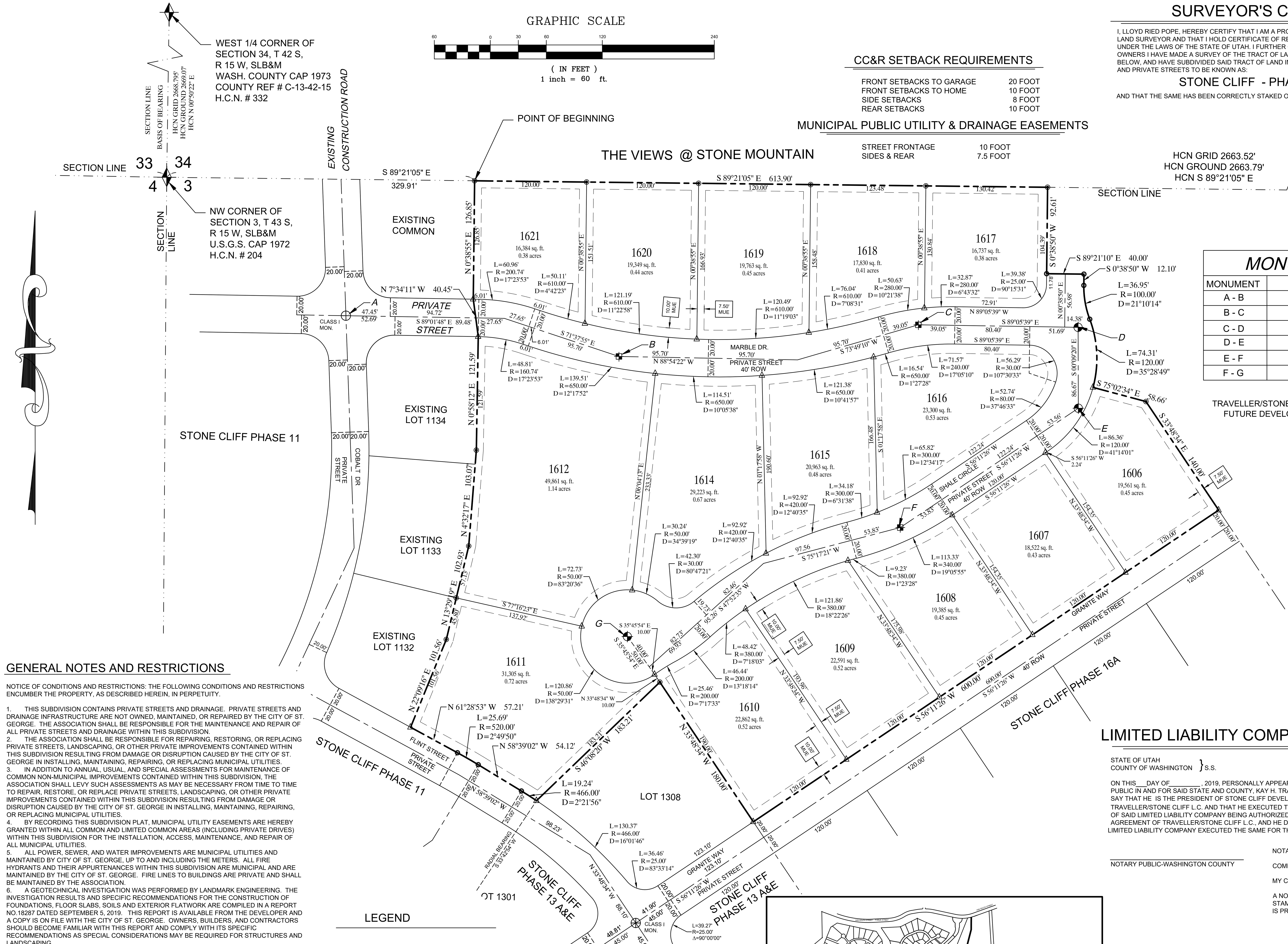
LOCATED IN THE NORTHEAST & SOUTHEAST
QUARTERS OF SECTION 28
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE | WASHINGTON COUNTY | UTAH.

DRAFT

Agenda Item Number : 17

Request For Council Action

Date Submitted	08/07/2019 04:42 PM
Proposed City Council Date	08/15/2019
Applicant	Ried Pope, L&R Pope Engineering
Subject	Consider approval of a final subdivision plat for Stone Cliff Subdivision Phase 16B.
Background	This request is to consider the final subdivision plat for Stone Cliff Subdivision Phase 16B, a 15-lot residential subdivision located at Marble Drive and Shale Circle; zoning is PD-R.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	stonecliffphase16b080719164245.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



CC&R SETBACK REQUIREMENTS

FRONT SETBACKS TO GARAGE	20 FOOT
FRONT SETBACKS TO HOME	10 FOOT
SIDE SETBACKS	8 FOOT
REAR SETBACKS	10 FOOT

MUNICIPAL PUBLIC UTILITY & DRAINAGE EASEMENTS

STREET FRONTAGE	10 FOOT
SIDES & REAR	7.5 FOOT

MONUMENT TABLE

MONUMENT	LENGTH	BEARING
A - B	295.08'	S 81°30'59" E
B - C	322.56'	N 83°58'04" E
C - D	171.14'	S 89°05'39" E
D - E	86.67'	S 00°09'20" E
E - F	229.64'	S 56°11'26" E
F - G	314.79'	S 68°13'22" W

SURVEYOR'S CERTIFICATE

I, LLOYD RIED POPE, HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION # 153069 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, MUNICIPAL UTILITY EASEMENTS AND PRIVATE STREETS TO BE KNOWN AS:

STONE CLIFF - PHASE 16B

AND THAT THE SAME HAS BEEN CORRECTLY STAKED ON THE GROUND AS SHOWN ON THIS PLAT

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEASTERLY CORNER OF THE COMMON AREA OF STONE CLIFF PHASE 11, SAID POINT BEING SOUTH 89°21'05" EAST 329.91 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 89°21'05" EAST 613.90 FEET; THENCE SOUTH 00°38'50" WEST 92.61 FEET; THENCE SOUTH 89°21'10" EAST 40.00 FEET; THENCE SOUTH 0°38'50" WEST 12.10 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 21°10'14" AND 36.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 120.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 35°28'49" AND 74.31 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 75°02'34" EAST 58.66 FEET; THENCE SOUTH 33°48'34" EAST 140.00 FEET; THENCE SOUTH 56°11'26" WEST 600.00 FEET; THENCE NORTH 33°48'34" WEST 180.00 FEET; THENCE SOUTH 46°08'20" WEST 183.21 FEET TO A POINT ON A 466.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS SOUTH 33°42'54" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°21'56" FOR A LENGTH OF 19.24 FEET; THENCE NORTH 58°39'02" WEST 54.12 FEET TO THE POINT OF A 520.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°49'50" FOR A DISTANCE OF 25.69 FEET; THENCE NORTH 61°28'53" WEST 57.21 FEET; THENCE NORTH 22°09'16" EAST 101.56 FEET; THENCE NORTH 13°29'19" EAST 102.93 FEET; THENCE NORTH 04°32'17" EAST 103.07 FEET; THENCE NORTH 00°58'12" EAST 121.59 FEET; THENCE NORTH 07°34'11" WEST 40.45 FEET; THENCE NORTH 00°38'55" EAST 126.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.341 ACRES

LLOYD RIED POPE-PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR NO. 153069

DATE: 7/16/19

STATE OF UTAH #153069 LLOYD RIED POPE REGISTERED LAND SURVEYOR

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, MUNICIPAL UTILITY EASEMENTS AND PRIVATE STREETS TO BE HEREAFTER KNOWN AS:

STONE CLIFF - PHASE 16B

DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC THE PRIVATE STREETS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION AS MORE FULLY PROVIDED IN THE "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" APPLICABLE TO THE STONE CLIFF DEVELOPMENT DATED MARCH 23, 1995, AND RECORDED CONCURRENTLY WITH THE PLAT OF STONE CLIFF PHASE 1. SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONSIDERING THE RIGHTS AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF ST. GEORGE, MUNICIPAL UTILITY EASEMENTS OVER ON, UNDER, AND ACROSS ALL PRIVATE STREETS FOR THE INSTALLATION AND MAINTENANCE OF MUNICIPAL UTILITIES AND DRAINAGE FACILITIES. THE UNDERSIGNED OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL MUNICIPAL UTILITY EASEMENTS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS.

KT3 DEVELOPMENT, LLC
(A UTAH LIMITED LIABILITY COMPANY)

KASON TRAVELLER - MANAGING MEMBER

TRAVELLER/STONE CLIFF L.C.
(A UTAH LIMITED LIABILITY COMPANY)

KAY H. TRAVELLER - PRESIDENT
OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS___DAY OF_________, 2019, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KASON TRAVELLER, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF KT3 DEVELOPMENT LLC AND THAT HE EXECUTED THE FOREGOING OWNERS DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF TRAVELLER/STONE CLIFF L.C., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME ____________
COMMISSION NUMBER ____________
MY COMMISSION EXPIRES ____________

A NOTARY PUBLIC COMMISSIONED IN UTAH STAMP NOT REQUIRED IF ABOVE INFO IS PROVIDED PER UTAH CODE 46-1-16

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS___DAY OF_________, 2019, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KAY H. TRAVELLER, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER OF TRAVELLER/STONE CLIFF L.C. AND THAT HE EXECUTED THE FOREGOING OWNERS DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF TRAVELLER/STONE CLIFF L.C., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME ____________
COMMISSION NUMBER ____________
MY COMMISSION EXPIRES ____________

A NOTARY PUBLIC COMMISSIONED IN UTAH STAMP NOT REQUIRED IF ABOVE INFO IS PROVIDED PER UTAH CODE 46-1-16

CONSENT OF MORTGAGEE TO RECORD

THE UNDERSIGNED STATE BANK OF SOUTHERN UTAH, INC., MORTGAGEE OF RECORD OF "STONE CLIFF SUBDIVISION - PHASE 16B", DOES HEREBY CONSENT TO THE RECORDATION OF THE HEREON ENTITLED SUBDIVISION, THE RECORDING OF C.C.& R.'S, AND HEREBY CONSENTS TO ALL DEDICATIONS AND CONVEYANCES AS SHOWN.

DATE: ____________

VICE- PRESIDENT
STATE BANK OF SOUTHERN UTAH

MORTGAGEE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THIS____DAY OF_______, 2019, PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,________________, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS A VICE-PRESIDENT OF STATE BANK OF SOUTHERN UTAH AND THAT HE EXECUTED THE FOREGOING CONSENT OF MORTGAGEE IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID DULY ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC - WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME ____________
COMMISSION NUMBER ____________
MY COMMISSION EXPIRES ____________

A NOTARY PUBLIC COMMISSIONED IN UTAH STAMP NOT REQUIRED IF ABOVE INFO IS PROVIDED PER UTAH CODE 46-1-16

GENERAL NOTES AND RESTRICTIONS

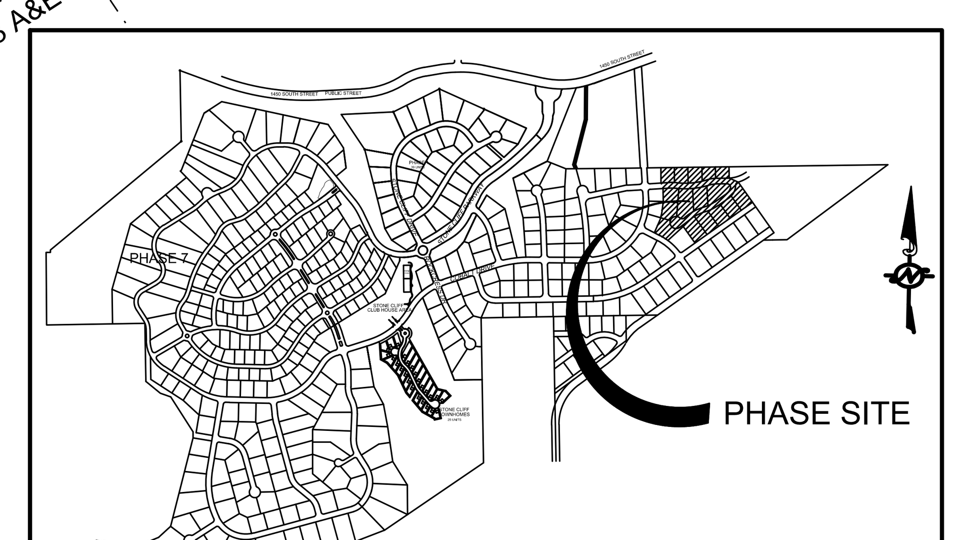
NOTICE OF CONDITIONS AND RESTRICTIONS: THE FOLLOWING CONDITIONS AND RESTRICTIONS ENCUMBER THE PROPERTY, AS DESCRIBED HEREIN, IN PERPETUITY.

1. THIS SUBDIVISION CONTAINS PRIVATE STREETS AND DRAINAGE. PRIVATE STREETS AND DRAINAGE INFRASTRUCTURE ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL PRIVATE STREETS AND DRAINAGE WITHIN THIS SUBDIVISION.
2. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING MUNICIPAL UTILITIES.
3. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-MUNICIPAL IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING MUNICIPAL UTILITIES.
4. BY RECORDING THIS SUBDIVISION PLAT, MUNICIPAL UTILITY EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AND LIMITED COMMON AREAS (INCLUDING PRIVATE DRIVES) WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL MUNICIPAL UTILITIES.
5. ALL POWER, SEWER, AND WATER IMPROVEMENTS ARE MUNICIPAL UTILITIES AND MAINTAINED BY CITY OF ST. GEORGE, UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE MUNICIPAL AND ARE MAINTAINED BY THE CITY OF ST. GEORGE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.
6. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY LANDMARK ENGINEERING. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT NO.18287 DATED SEPTEMBER 5, 2019. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.
7. ALL ROCK WALLS ARE PRIVATE. ALL ROCK WALL REPAIR AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER/HOMEOWNER'S ASSOCIATION AND SUBSEQUENT PURCHASERS. SAID OWNER/HOMEOWNER'S ASSOCIATION AND SUBSEQUENT PURCHASERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ROCK WALLS LOCATED WITHIN THIS SUBDIVISION.
8. THE HEIGHT OF ANY RETAINING WALL, OR HEIGHT OF ANY COMBINATION OF FENCE ON TOP OF A RETAINING WALL IS RESTRICTED BY THE CITY OF ST. GEORGE ORDINANCE 10-18-4. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS ORDINANCE AND COMPLY WITH SUCH.
9. LOTS 1608,1609 AND 1614 ARE TO BE BUILT AS "WALKOUT BASEMENTS" ONLY, UNLESS OTHERWISE APPROVED BY THE CITY OF ST. GEORGE ENGINEER BASED ON A SITE PLAN THAT MEETS ALL APPLICABLE CITY STANDARDS, INCLUDING, BUT NOT LIMITED TO, GRADING AND SETBACK STANDARDS AND REQUIREMENTS.
10. A SITE GRADING AND DRAINAGE PLAN PREPARED BY A PROFESSIONAL ENGINEER IS REQUIRED TO BE SUBMITTED WITH EACH BUILDING PERMIT FOR ALL LOTS. FURTHERMORE, ROOF DRAIN DOWNSPOUTS FOR ALL LOTS SHALL DRAIN TO THE FRONT YARD UNLESS SITE GRADING AND DRAINAGE PLAN PROVIDES AN APPROVED METHOD FOR RUNOFF FROM DOWN SPOUTS.
11. ALL BEARINGS ARE ST. GEORGE H.C.N. GRID BEARINGS AND ALL DISTANCES ON PLAT ARE GROUND DISTANCES UNLESS NOTED OTHERWISE.

LEGEND

- ALL BOUNDARY AND LOT CORNERS TO BE SET WITH 5/8" REBAR & PLASTIC CAP-LS #153069 UNLESS NOTED OTHERWISE
- EXISTING SECTIONAL MONUMENTATION
- CLASS I SURVEY MONUMENT (RING & LID)
- EXISTING CLASS I SURVEY MONUMENT (RING & LID)
- CLASS II SURVEY MONUMENT TO BE SET (REBAR & ALUM. CAP)
- BOUNDARY CORNER NOT SET
- OFFSET CORNERS TO BE SET IN TBC WITH PK NAIL ON 0.25' OFFSET TOWARDS STREET ON EXTENSION OF PROPERTY LINE

L. R. POPE ENGINEERING INC.
STRUCTURAL ENGINEERS, CIVIL ENGINEERS & SURVEYORS
1240 EAST 100 SOUTH SUITE 15-B
ST. GEORGE, UTAH 84790
(PHONE) 435-628-1676
(EMAIL) lrpope@lrpope.com



VICINITY MAP
NOT TO SCALE

STONE CLIFF SUBDIVISION - PHASE 16B

LOCATED IN THE NORTHWEST CORNER OF SECTION 3 TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 2

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF __________ A.D. 2019, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

COMMUNITY DEVELOPMENT DIRECTOR
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS _____ DAY OF __________ ,A.D. 2019.

ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____DAY OF________, A.D. 2019.

CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE____DAY OF________, A.D. 2019, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY ST. GEORGE CITY

WE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE___ DAY OF___________A.D. 2019, HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
CITY OF ST. GEORGE

MAYOR
CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS____DAY OF __________ A.D. 2019 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION

THE OWNERS AND MORTGAGEES, BY SIGNING THIS PLAT DO HEREBY CONFIRM THAT, NOTWITHSTANDING ANY SUBSEQUENT INSTRUMENT RECORDED WITH RESPECT TO SAID TRACT, THERE SHALL BE WATER AVAILABILITY FEES DUE AND PAYABLE ON THE LOTS WITHIN SAID TRACT UPON THE FIRST TO OCCUR OF THE FOLLOWING EVENTS:

A) THE SALE OF THE LOT TO A THIRD PARTY BY THE OWNER, OR ANY SUCCESSOR IN INTEREST THERETO;

B) THE ISSUANCE OF A BUILDING PERMIT FOR CONSTRUCTION ANY PORTION OF THE TRACT; OR

C) THREE YEARS FROM THE DATE OF THE RECORDING OF THIS PLAT AS SET IN A PROMISSORY NOTE AND SECURITY AGREEMENT EXECUTED AND RECORDED WITH THIS SUBDIVISION PLAT.

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED KOLBY TRAVELLER-MANAGING MEMBER OF KT3 DEVELOPMENT, LLC. DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

KT3 DEVELOPMENT, LLC
(A UTAH LIMITED LIABILITY COMPANY)

KASON TRAVELLER - MANAGING MEMBER

TRAVELLER/STONE CLIFF L.C.
(A UTAH LIMITED LIABILITY COMPANY)

KAY H. TRAVELLER - PRESIDENT
OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS___DAY OF_____, 2019, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KASON TRAVELLER, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF KT3 DEVELOPMENT LLC AND THAT HE EXECUTED THE FOREGOING OWNERS ACKNOWLEDGEMENT OF WATER IMPACT FEES IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF KT3 DEVELOPMENT LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____

COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS_____DAY OF _____, 2019, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KAY H. TRAVELLER, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER OF TRAVELLER/STONE CLIFF L.C. AND THAT HE EXECUTED THE FOREGOING OWNERS ACKNOWLEDGEMENT OF WATER IMPACT FEES IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF TRAVELLER/STONE CLIFF L.C., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____

COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

CONSENT OF MORTGAGEE TO RECORD

THE UNDERSIGNED STATE BANK OF SOUTHERN UTAH INC., MORTGAGEE OF RECORD OF THE "STONE CLIFF PHASE 16B SUBDIVISION " AND DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

VICE PRESIDENT OF
STATE BANK OF SOUTHERN UTAH

DATE: _____

MORTGAGEE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS_____DAY OF_____, 2019, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS A VICE PRESIDENT OF STATE BANK OF SOUTHERN UTAH AND THAT HE EXECUTED THE FOREGOING CONSENT OF MORTGAGEE IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID DULY ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC - WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____

COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

1240 EAST 100 SOUTH SUITE 15-B
ST. GEORGE, UTAH 84790
(PHONE) 435-628-1676
(FAX) 435-628-1788
(EMAIL) lrpope@lrpope.com

L. R. POPE ENGINEERING INC.
STRUCTURAL ENGINEERS, CIVIL ENGINEERS & SURVEYORS

STONE CLIFF SUBDIVISION - PHASE 16B

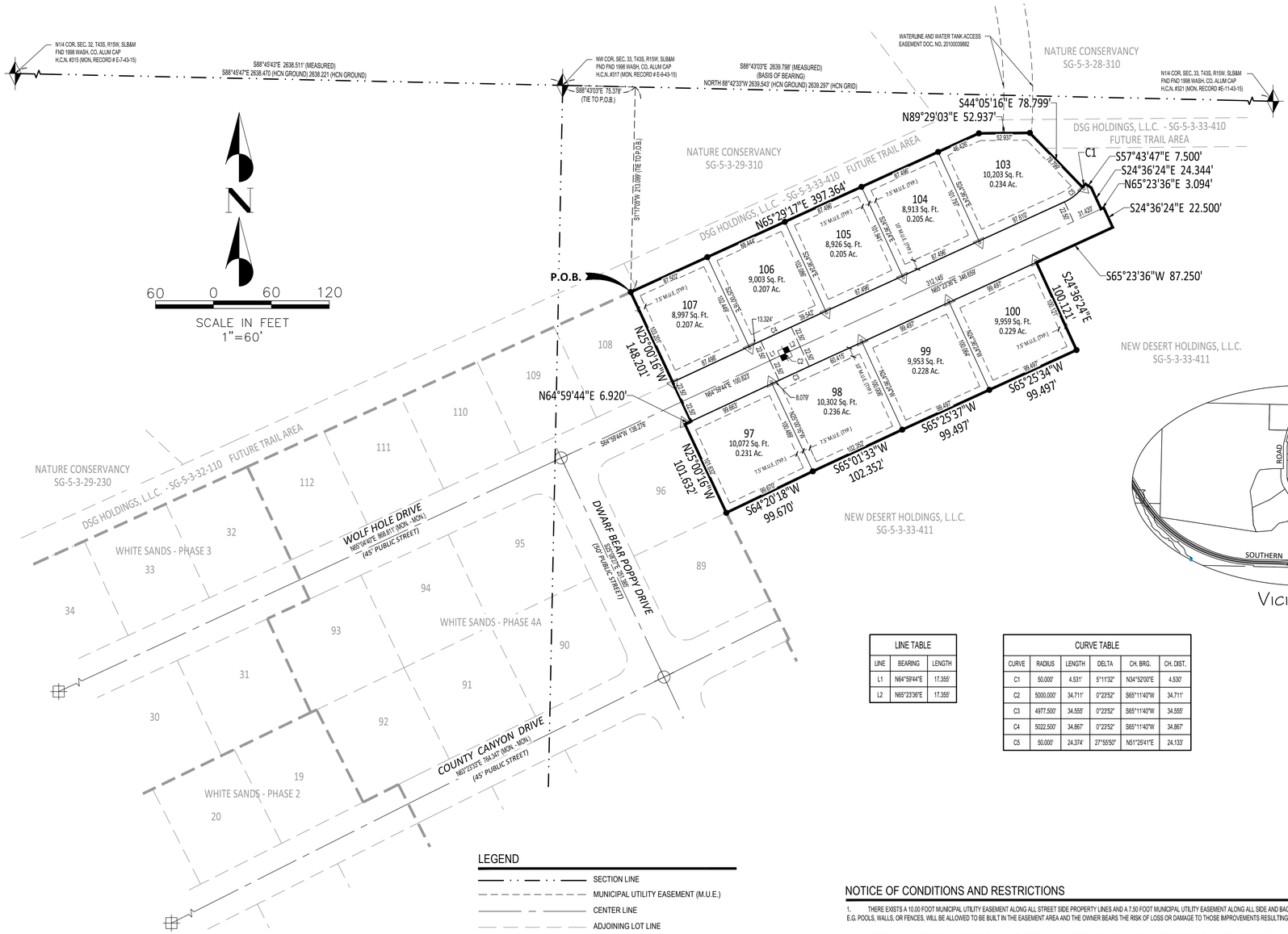
LOCATED IN THE NORTHWEST CORNER OF SECTION 3 TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN

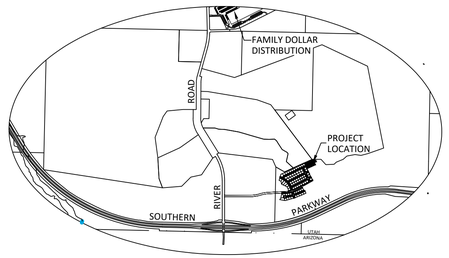
DRAFT

Agenda Item Number : 18

Request For Council Action

Date Submitted	08/07/2019 04:41 PM
Proposed City Council Date	08/15/2019
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of a final subdivision plat for White Sands Phase 7 Subdivision.
Background	This request is to consider the final subdivision plat for White Sands Phase 7 Subdivision, a 9-lot residential subdivision located at Wolf Hole Drive at approximately 1700 East; zoning is R-1-10.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	whitesandsphase7080719164107.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**





Vicinity Map
NOT TO SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°59'44"E	17.355'
L2	N65°23'36"E	17.355'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	50.000'	4.531'	5°11'32"	N34°52'00"E	4.530'
C2	5000.000'	34.711'	0°23'52"	S65°11'40"W	34.711'
C3	4977.500'	34.555'	0°23'52"	S65°11'40"W	34.555'
C4	5022.500'	34.867'	0°23'52"	S65°11'40"W	34.867'
C5	50.000'	24.374'	27°55'50"	N51°25'41"E	24.133'

LEGEND

- SECTION LINE
- MUNICIPAL UTILITY EASEMENT (M.U.E.)
- CENTER LINE
- ADJOINING LOT LINE
- BOUNDARY LINE
- ADJOINING SUBDIVISION BOUNDARY
- SECTIONAL MONUMENT FOUND AS DESCRIBED HEREON.
- CLASS II MONUMENT SET PER CITY OF ST. GEORGE STANDARDS
- EXISTING CLASS II MONUMENT FOUND
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- DSG REBAR AND CAP LS NO. 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR SET IN SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE THE FRONT PROPERTY CORNER

NOTICE OF CONDITIONS AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FOR THE EXERCISE OF THE EASEMENT RIGHTS.

2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING SERVICES, INC.. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED JUNE 6, 2017. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

3. LOTS WITHIN THIS SUBDIVISION ARE PART OF THE OVERALL WHITE SANDS SUBDIVISION DEVELOPMENT WHICH CONTAINS COMMON AREA AND ARE SUBJECT TO THE REQUIREMENTS OF HOMEOWNERS ASSOCIATION AND CC&RS DEVELOPED FOR THIS SUBDIVISION. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THE COMMON AREA, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THE COMMON AREA RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE , IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING MUNICIPAL UTILITIES.

4. A SITE GRADING AND DRAINAGE PLAN PREPARED BY A PROFESSIONAL ENGINEER IS REQUIRED TO BE SUBMITTED WITH EACH BUILDING PERMIT FOR LOTS 97 - 100 AND 106 - 107, WHICH SHOWS HOW RUNOFF FROM ROOF DRAIN DOWN SPOUTS FOR EACH DWELLING AND REAR YARD FOR EACH LOT CAN BE CONVEYED TO THE PUBLIC STREET FRONTAGE ALONG EACH LOT, AND THAT PROPOSED DRIVEWAY LOCATION AND SLOPE MEET CITY STANDARDS AND ORDINANCES. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH GRADING AND DRAINAGE PLAN AND COMPLY WITH ITS SPECIFIC DESIGN AND RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR EACH INDIVIDUAL LOT.

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

WHITE SANDS - PHASE 7 SUBDIVISION

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: _____

D. BRADFORD PETERSEN
No. 362255
7/29/19
STATE OF UTAH

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEASTERLY BOUNDARY CORNER OF THE WHITE SANDS - PHASE 4A SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°43'03" EAST ALONG THE SECTION LINE, A DISTANCE OF 75.378 FEET AND SOUTH 01°17'05" WEST 213.099 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 88°43'03" EAST BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 33), AND RUNNING THENCE NORTH 65°29'17" EAST 397.364 FEET; THENCE NORTH 89°29'03" EAST 52.937 FEET; THENCE SOUTH 44°05'16" EAST 78.799 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 52°32'14" WEST); THENCE ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°11'32", A DISTANCE OF 4.531 FEET; THENCE SOUTH 57°43'47" EAST 7.500 FEET; THENCE SOUTH 24°36'24" EAST 24.344 FEET; THENCE NORTH 65°23'36" EAST 3.094 FEET; THENCE SOUTH 24°36'24" EAST 22.500 FEET; THENCE SOUTH 65°23'36" WEST 87.250 FEET; THENCE SOUTH 24°36'24" EAST 100.121 FEET; THENCE SOUTH 65°25'34" WEST 99.497 FEET; THENCE SOUTH 65°25'37" WEST 99.497 FEET; THENCE SOUTH 65°01'33" WEST 102.352 FEET; THENCE SOUTH 64°20'18" WEST 99.670 FEET TO THE SOUTHEAST CORNER OF LOT 96 IN SAID WHITE SANDS - PHASE 4A SUBDIVISION; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES: (1) NORTH 25°00'16" WEST 101.632 FEET; (2) NORTH 64°59'44" EAST 6.920 FEET; AND (3) NORTH 25°00'16" WEST 148.201 FEET TO THE POINT OF BEGINNING.

CONTAINS 108,048 SQ. FT., (2.480 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

WHITE SANDS - PHASE 7 SUBDIVISION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER(S) DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND MUNICIPAL UTILITY EASEMENTS. ALL LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER(S) DO HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF WHITE SANDS SUBDIVISION, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE 6TH DAY OF APRIL, 2018, ENTRY NO. 20180013793. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS___DAY OF _____, 20___.

_____
FACTION, L.L.C.
BY: TROY ENCE, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____, 20___, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED TROY ENCE, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

Subdivision Final Plat for

WHITE SANDS - PHASE 7 SUBDIVISION

Located in the NW Quarter of Section 33,
Township 43 South, Range 15 West, SLB&M

SHEET 1 OF 1

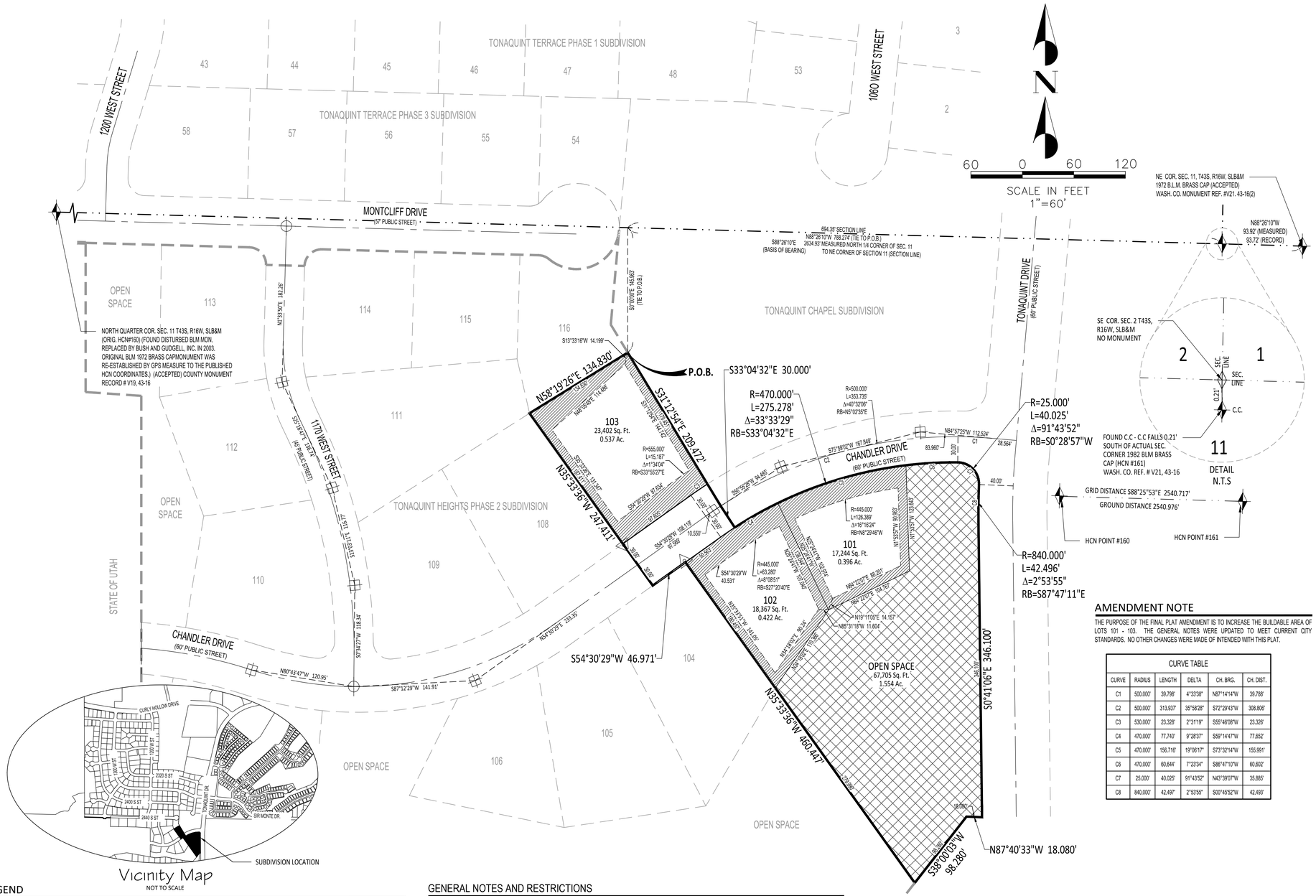
APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF _____ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF _____, A.D. 20____	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____	ON THIS THE ____ DAY OF _____ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
_____ COMMUNITY DEVELOPMENT DIRECTOR CITY OF ST. GEORGE	_____ ENGINEER CITY OF ST. GEORGE	_____ CITY ATTORNEY CITY OF ST. GEORGE	_____ CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	_____ ATTEST: CITY RECORDER CITY OF ST. GEORGE _____ MAYOR CITY OF ST. GEORGE	_____ WASHINGTON COUNTY TREASURER	_____ WASHINGTON COUNTY RECORDER

DRAFT

Agenda Item Number : 19

Request For Council Action

Date Submitted	08/07/2019 04:39 PM
Proposed City Council Date	08/15/2019
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of an amended final plat subdivision for Tonaquint Heights Phase 1 Amended.
Background	This request is to consider an amended final subdivision plat for Tonaquint Heights Phase 1 Amended located at Chandler Drive and approximately 1100 West. The purpose of this amended final subdivision plat is to adjust the internal lot restriction and increase the buildable area within each lot located within this plat; zoning is R-1-40.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	tonaquintheightsphase1amended080719163912.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



Vicinity Map
NOT TO SCALE

LEGEND

- SECTION LINE
- BUILDABLE AREA BOUNDARY
- PUBLIC UTILITY EASEMENT (P.U.E.)
- CENTER LINE
- BOUNDARY LINE
- FOUND SECTIONAL MONUMENT AS DESCRIBED HEREON.
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- EXISTING CLASS II (REBAR & ALUM. CAP) MONUMENT FOUND
- FOUND REBAR AND CAP OR SET NEW REBAR & CAP STAMPED DSG PLS 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR FOUND OR SET IN SIDEWALK ON A 'Z' EXTENSION OF THE PROPERTY LINE FROM THE FRONT PROPERTY CORNER
- BUILDABLE AREA (AS DEFINED BY CC&R'S, DEVELOPMENT AGREEMENT AND / OR OTHER DOCUMENTATION)
- NO-BUILD / NO-DISTURB AREAS (AS DEFINED BY CC&R'S, DEVELOPMENT AGREEMENT AND / OR OTHER DOCUMENTATION)
- OPEN SPACE DEDICATED AND CONVEYED TO THE CITY OF ST. GEORGE WITH THIS PLAT

GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FOR THE EXERCISE OF THE EASEMENT RIGHTS.

2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED DATED APRIL 19, 2006. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

3. BECAUSE THESE LOTS ARE LOCATED IN A SENSITIVE HILLSIDE AREA, A DETAILED GRADING AND DRAINAGE PLAN PREPARED, STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER FOR EACH OF THE LOTS IS REQUIRED TO BE SUBMITTED WITH THE BUILDING PERMIT.

4. MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE BUILDABLE AREA / PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT WITHIN THEIR RESPECTIVE PAD. THE ENTIRE LOT SHALL BE PRIVATALY OWNED.

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, EASEMENTS, AND OPEN SPACE HEREAFTER KNOWN AS:

TONAQUINT HEIGHTS - PHASE 1 AMENDED

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: _____

PROFESSIONAL LAND SURVEYOR
D. BRADFORD PETERSEN
No. 362255
STATE OF UTAH

LEGAL DESCRIPTION:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 88°26'10" WEST, ALONG THE SECTION LINE 788.274 FEET AND SOUTH 145.963 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF TONAQUINT CHAPEL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED AND ON RECORD AT WASHINGTON COUNTY RECORDER'S OFFICE, STATE OF UTAH; AND RUNNING THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FOUR (4) COURSES, (1) THENCE SOUTH 31°12'54" EAST 209.472 FEET; (2) THENCE SOUTH 33°04'32" EAST 30.000 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CHANDLER DRIVE, SAID POINT ALSO BEING ON A 470.000 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS SOUTH 33°04'32" EAST; (3) THENCE NORTHEASTERLY 275.278 FEET ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 33°33'29" TO THE POINT ON A 25.000 FOOT RADIUS CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 0°28'57" WEST; (4) THENCE SOUTHEASTERLY 40.025 FEET ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 91°43'52" TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF "TONAQUINT DRIVE" ACCORDING TO THE OFFICIAL ROADWAY DEDICATION PLAT, DOC. #20070025280, FILED AND ON RECORD AT WASHINGTON COUNTY RECORDER'S OFFICE, STATE OF UTAH, SAID POINT ALSO BEING ON A 840.00 FOOT NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS SOUTH 87°47'11" EAST; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES, (1) ALONG THE ARC OF SAID CURVE 42.496 FEET THROUGH A CENTRAL ANGLE 2°53'55"; (2) THENCE SOUTH 0°41'06" EAST 346.100 FEET; THENCE NORTH 87°40'33" WEST, LEAVING SAID RIGHT-OF-WAY, 18.080 FEET TO A POINT ON "THE ESTATES AT BLOOMINGTON", ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED AND ON RECORD AT WASHINGTON COUNTY RECORDER'S OFFICE, STATE OF UTAH; THENCE SOUTH 38°00'03" WEST ALONG SAID BOUNDARY 98.280 FEET TO THE SOUTHEAST BOUNDARY CORNER OF "TONAQUINT HEIGHTS - PHASE 2", ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED AND ON RECORD AT WASHINGTON COUNTY RECORDER'S OFFICE, STATE OF UTAH;; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) NORTH 35°33'36" WEST 460.447 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID "CHANDLER DRIVE"; (2) SOUTH 54°30'29" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 46.971 FEET; (3) NORTH 35°33'36" WEST 247.411 FEET; AND NORTH 58°19'26" EAST 134.830 FEET TO THE POINT OF BEGINNING.

CONTAINS 133,859 SQ. FT., (3.073 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS. PUBLIC STREETS, EASEMENTS, AND OPEN SPACE HEREAFTER KNOWN AS:

TONAQUINT HEIGHTS - PHASE 1 AMENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, EASEMENTS, AND OPEN SPACE, RESERVING HOWEVER TO THE STATE OF UTAH THE ENTIRE INTEREST OF THE STATE OF UTAH IN THE MINERAL ESTATE IN THE LANDS SO CONVEYED AND DEDICATED. ALL LOTS, PUBLIC STREETS, EASEMENTS, AND OPEN SPACE ARE AS NOTED OR SHOWN. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "TONAQUINT HEIGHTS SUBDIVISION" RECORDED ON JULY 20, 2012 AS ENTRY NO. 20120023880 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS_____DAY OF _____, 20___.

STEVEN PATTERSON | BARRY MARTINDALE | BLAKE H. BUTTERFIELD

STERLING HANKS | SHARON MARTINDALE | ROXANNE BUTTERFIELD

AMENDMENT NOTE

THE PURPOSE OF THE FINAL PLAT AMENDMENT IS TO INCREASE THE BUILDABLE AREA OF LOTS 101 - 103. THE GENERAL NOTES WERE UPDATED TO MEET CURRENT CITY STANDARDS. NO OTHER CHANGES WERE MADE OF INTENDED WITH THIS PLAT.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	500.000'	39.798'	4°33'58"	N87°14'14"W	39.788'
C2	500.000'	313.937'	35°58'28"	S72°29'43"W	308.806'
C3	530.000'	23.328'	2°31'19"	S55°46'08"W	23.326'
C4	470.000'	77.740'	9°28'37"	S59°14'47"W	77.652'
C5	470.000'	156.716'	19°06'17"	S73°32'14"W	155.991'
C6	470.000'	60.644'	7°23'34"	S86°47'10"W	60.602'
C7	25.000'	40.025'	91°43'52"	N43°39'07"W	35.885'
C8	840.000'	42.497'	2°53'55"	S00°45'52"W	42.493'

SEE PAGE 2 FOR ACKNOWLEDGMENTS

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

Subdivision Final Plat for

TONAQUINT HEIGHTS - PHASE 1 AMENDED

A RESIDENTIAL SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 43 SOUTH,RANGE 16 WEST, SLB&M

SHEET 1 OF 2

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF _____ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF _____, A.D. 20____	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____	ON THIS THE ____ DAY OF _____ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
COMMUNITY DEVELOPMENT DIRECTOR CITY OF ST. GEORGE	ENGINEER CITY OF ST. GEORGE	CITY ATTORNEY CITY OF ST. GEORGE	CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	ATTEST: CITY RECORDER CITY OF ST. GEORGE MAYOR CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED STEVEN PATTERSON, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED STERLING HANKS, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED BARRY MARTINDALE, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED SHARON MARTINDALE, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY APPEARED BLAKE H. BUTTERFIELD, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED ROSANNE BUTTERFIELD, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

Subdivision Final Plat for

TONAQUINT HEIGHTS - PHASE 1 AMENDED

A RESIDENTIAL SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 43 SOUTH,RANGE 16 WEST, SLB&M

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DRAFT

Agenda Item Number : 20

Request For Council Action

Date Submitted	08/07/2019 04:37 PM
Proposed City Council Date	08/15/2019
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of an amended final subdivision plat for Tonaquint Heights Phase 2 Amended
Background	This request is to consider an amended final subdivision plat for Tonaquint Heights Phase 2 Amended located at Chandler Drive and 1170 West Street. The purpose of this amended final subdivision plat is to adjust the internal lot restriction and increase the buildable area within each lot located within this plat; zoning is R-1-40.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	tonaquintheightsphase2amended080719163714.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	400.000'	203.309'	29°07'18"	N69°04'08"E	201.127'
C2	400.000'	48.481'	6°56'40"	N87°06'07"E	48.451'
C3	400.000'	48.936'	7°00'34"	S85°55'16"E	48.905'
C4	400.000'	72.484'	10°22'57"	S77°13'30"E	72.385'
C5	550.000'	131.551'	13°42'15"	N78°53'09"W	131.238'
C6	600.000'	16.552'	1°34'50"	N00°12'58"W	16.552'
C7	600.000'	14.317'	1°22'02"	N00°06'34"W	14.317'
C8	600.000'	256.774'	24°31'12"	N13°03'11"W	254.819'
C9	600.000'	254.538'	24°18'24"	N13°09'35"W	252.634'
C10	200.000'	93.794'	26°52'12"	S11°52'41"E	92.937'
C11	20.000'	31.416'	90°00'00"	N43°26'10"W	28.284'
C12	222.500'	44.341'	11°25'06"	N04°09'08"W	44.268'
C13	222.500'	60.005'	15°27'07"	S17°35'14"E	59.824'
C14	577.500'	77.659'	7°42'17"	N21°27'38"W	77.601'
C15	577.500'	167.334'	16°36'06"	N09°18'27"W	166.749'
C16	20.000'	34.414'	98°35'25"	N48°17'19"E	30.323'
C17	370.000'	67.048'	10°22'57"	S77°13'30"E	66.956'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C18	580.000'	88.781'	8°46'13"	N76°25'08"W	88.694'
C19	580.000'	52.181'	5°09'17"	N83°22'53"W	52.164'
C20	520.000'	122.139'	13°27'28"	N78°45'45"W	121.859'
C21	430.000'	62.052'	8°16'06"	S76°10'04"E	61.998'
C22	430.000'	191.683'	25°32'28"	N86°55'39"E	190.100'
C23	430.000'	100.224'	13°21'16"	N67°28'48"E	99.998'
C24	430.000'	47.241'	6°17'41"	N57°39'19"E	47.217'
C25	370.000'	25.246'	3°54'35"	N56°27'46"E	25.243'
C26	370.000'	162.812'	25°12'43"	N71°01'25"E	161.502'
C27	20.000'	33.363'	95°34'38"	S48°34'54"E	29.627'
C28	622.500'	141.321'	13°00'27"	N07°17'48"W	141.018'
C29	622.500'	125.082'	11°30'46"	N19°33'24"W	124.871'
C30	177.500'	41.617'	13°26'01"	S18°35'47"E	41.522'
C31	177.500'	41.626'	13°26'11"	N05°09'40"W	41.530'
C32	20.000'	31.416'	90°00'00"	S46°33'50"W	28.284'
C33	20.000'	13.339'	38°12'48"	N69°16'46"W	13.093'
C34	50.000'	108.851'	124°44'03"	N87°24'38"E	88.594'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°34'27"W	37.238'
L2	S25°18'47"E	14.069'
L3	S1°33'25"W	45.999'
L4	S88°25'56"E	20.011'
L5	N20°14'15"W	26.926'
L6	N88°26'10"W	10.149'

LINE TABLE		
LINE	BEARING	LENGTH
L7	N22°43'32"E	17.179'
L8	N57°21'07"W	26.937'
L9	N51°20'02"W	26.688'
L10	N38°47'12"E	31.127'
L11	S78°16'11"E	28.886'
L12	N31°03'47"E	26.849'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N9°02'44"E	31.306'
L14	N28°14'36"W	25.003'
L15	N13°45'10"W	26.914'

LEGEND

- SECTION LINE
- BUILDABLE AREA BOUNDARY
- PUBLIC UTILITY EASEMENT (P.U.E.)
- CENTER LINE
- BOUNDARY LINE
- FOUND SECTIONAL MONUMENT AS DESCRIBED HEREON.
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- EXISTING CLASS II (REBAR & ALUM. CAP) MONUMENT FOUND
- FOUND REBAR AND CAP OR SET NEW REBAR & CAP STAMPED DSG PLS 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR FOUND OR SET IN SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE FRONT PROPERTY CORNER
- BUILDABLE AREA (AS DEFINED BY CC&R'S, DEVELOPMENT AGREEMENT AND / OR OTHER DOCUMENTATION)
- NO-BUILD / NO-DISTURB AREAS (AS DEFINED BY CC&R'S, DEVELOPMENT AGREEMENT AND / OR OTHER DOCUMENTATION)
- OPEN SPACE DEDICATED AND CONVEYED TO THE CITY OF ST. GEORGE WITH THIS PLAT

GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FOR THE EXERCISE OF THE EASEMENT RIGHTS.

2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED DATED APRIL 19, 2006. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

3. BECAUSE THESE LOTS ARE LOCATED IN A SENSITIVE HILLSIDE AREA, A DETAILED GRADING AND DRAINAGE PLAN PREPARED, STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER FOR EACH OF THE LOTS IS REQUIRED TO BE SUBMITTED WITH THE BUILDING PERMIT.

4. MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE BUILDABLE AREA / PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT WITHIN THEIR RESPECTIVE PAD. THE ENTIRE LOT SHALL BE PRIVATALY OWNED.

AMENDMENT NOTE

THE PURPOSE OF THE FINAL PLAT AMENDMENT IS TO INCREASE THE BUILDABLE AREA OF LOTS 104 - 116. THE GENERAL NOTES WERE UPDATED TO MEET CURRENT CITY STANDARDS. NO OTHER CHANGES WERE MADE OF INTENDED WITH THIS PLAT.

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, EASEMENTS, AND OPEN SPACE HEREAFTER KNOWN AS:

TONAQUINT HEIGHTS - PHASE 2 AMENDED

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: _____

PROFESSIONAL LAND SURVEYOR D. BRADFORD PETERSEN No. 362255 STATE OF UTAH

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 103, TONAQUINT HEIGHTS - PHASE 1 AMENDED SUBDIVISION, AS RECORDED AND ON FILE IN THE WASHINGTON COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED NORTH 88°26'10" WEST, ALONG THE SECTION LINE 788.274 FEET AND SOUTH 145.960 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF THE "TONAQUINT CHAPEL SUBDIVISION," AS RECORDED AND ON FILE IN WASHINGTON COUNTY RECORDER'S OFFICE, AND RUNNING THENCE ALONG SAID TONAQUINT HEIGHTS - PHASE 1 SUBDIVISION AMENDED BOUNDARY THE FOLLOWING (4) FOUR COURSES: (1) SOUTH 58°19'26" WEST 134.830 FEET; (2) SOUTH 35°33'36" EAST 247.411 FEET; (3) NORTH 54°30'29" EAST 46.971 FEET; AND (4) SOUTH 35°33'36" EAST 460.447 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF "THE ESTATES AT BLOOMINGTON SUBDIVISION," AS RECORDED AND ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (5) FIVE COURSES: (1) SOUTH 38°00'03" WEST 105.680 FEET; (2) NORTH 87°41'14" WEST 151.446 FEET; (3) THENCE NORTH 78°21'47" WEST 393.885 FEET; (4) THENCE SOUTH 84°17'30" WEST 192.016 FEET; (5) THENCE NORTH 80°00'49" WEST 111.799 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY NORTH 566.318 FEET; THENCE NORTH 86°05'00" WEST 65.153 FEET TO THE SOUTHEASTERLY BOUNDARY CORNER OF THE TONAQUINT HEIGHTS - PHASE 3 SUBDIVISION AS RECORDED AND ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 174.272 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE "TONAQUINT TERRACE - PHASE 3 SUBDIVISION," AS RECORDED AND ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (7) SEVEN COURSES: (1) SOUTH 88°26'10" EAST 191.340 FEET TO THE POINT OF CURVATURE OF A 20.000 FOOT RADIUS CURVE TO THE RIGHT; (2) SOUTHEASTERLY 31.416 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00"; (3) SOUTH 88°26'10" EAST 45.000 FEET, TO THE POINT OF CURVATURE OF A 20.000 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (RADIUS POINT BEARS SOUTH 88°26'10" EAST); (4) NORTHEASTERLY 31.416 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00"; (5) THENCE SOUTH 88°26'10" EAST 252.928 FEET TO THE POINT OF CURVATURE OF A 20.000 FOOT RADIUS CURVE TO THE RIGHT; (6) SOUTHEASTERLY 13.339 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°12'48" TO THE POINT OF REVERSE CURVATURE OF A 50.000 FOOT RADIUS REVERSE CURVE TO THE LEFT; AND (7) NORTHEASTERLY 108.851 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 124°44'03" TO A POINT ON THE WESTERLY BOUNDARY OF SAID TONAQUINT CHAPEL SUBDIVISION; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (2) TWO COURSES: (1) SOUTH 5°02'35" WEST 110.920 FEET; AND (2) SOUTH 31°12'54" EAST 38.249 FEET TO THE POINT OF BEGINNING.

CONTAINS 520,345 SQ. FT., (11.946 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, EASEMENTS, AND OPEN SPACE HEREAFTER KNOWN AS:

TONAQUINT HEIGHTS - PHASE 2 AMENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, EASEMENTS, AND OPEN SPACE, RESERVING HOWEVER TO THE STATE OF UTAH THE ENTIRE INTEREST OF THE STATE OF UTAH IN THE MINERAL ESTATE IN THE LANDS SO CONVEYED AND DEDICATED. ALL LOTS, PUBLIC STREETS, EASEMENTS, AND OPEN SPACE ARE AS NOTED OR SHOWN. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "TONAQUINT HEIGHTS SUBDIVISION" RECORDED ON JULY 20, 2012 AS ENTRY NO. 20120023880 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF _____, 20___.

BELLISTON CONSTRUCTION, INC
TROY BELLISTON, PRESIDENT

WYNN R. BEEBE

SANDRA J. BEEBE

QUALITY PROPERTIES, INC.
ED BURGESS, PRESIDENT

DAVID DAHLBERG

MICHELLE DAHLBERG

JAMES W. WOOD

LYNETTE E. WOOD

DARYL L. REECE

JAMES MARTIN AND MEGANN ASHWORTH LIVING TRUST DATED NOVEMBER 30, 2016, JAMES MARTIN AND MEGANN ASHWORTH, TRUSTEES

JORGE ALBERT PRADO AND KIMBERLY DAWN PRADO, TRUSTEES, OR THEIR SUCCESSORS IN TRUST AS TRUSTEES OF THE PRADO REVOCABLE TRUST UNDER AGREEMENT DATED DECEMBER 1, 2017

GORDON BANKS AND LYNETTE BANKS, AS TRUSTEES OF THE GORDON BANKS REVOCABLE TRUST, AND GORDON BANKS AND LYNETTE BANKS, AS TRUSTEES OF THE LYNETTE BANKS REVOCABLE TRUST, DATED JULY 5, 2017

SEE PAGE 2 FOR ACKNOWLEDGMENTS

Subdivision Final Plat for

TONAQUINT HEIGHTS - PHASE 2 AMENDED

A RESIDENTIAL SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 43 SOUTH,RANGE 16 WEST, SLB&M

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
113 East 200 North., Suite #2
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF _____ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF _____, A.D. 20____	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____	ON THIS THE ____ DAY OF _____ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
COMMUNITY DEVELOPMENT DIRECTOR CITY OF ST. GEORGE	ENGINEER CITY OF ST. GEORGE	CITY ATTORNEY CITY OF ST. GEORGE	CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	ATTEST: CITY RECORDER CITY OF ST. GEORGE MAYOR CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED TROY BELLISTON, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED WYNN R. BEEBE, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED DAVID DAHLBERG, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED JAMES W. WOOD, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED ED BURGESS, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED SANDRA J. BEEBE, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED MICHELLE DAHLBERG, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED LYNETTE E. WOOD, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED JAMES MARTIN, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED JORGE ALBERT PRADO, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED DARYL L. REECE, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED GORDON BANKS, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED MEGANN ASHWORTH, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED KIMBERLY DAWN PRADO, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THIS THE____DAY OF_____, 20____ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED LYNETTE BANKS, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
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_____
NOTARY PUBLIC

Subdivision Final Plat for

TONAQUINT HEIGHTS - PHASE 2 AMENDED

A RESIDENTIAL SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 43 SOUTH,RANGE 16 WEST, SLB&M

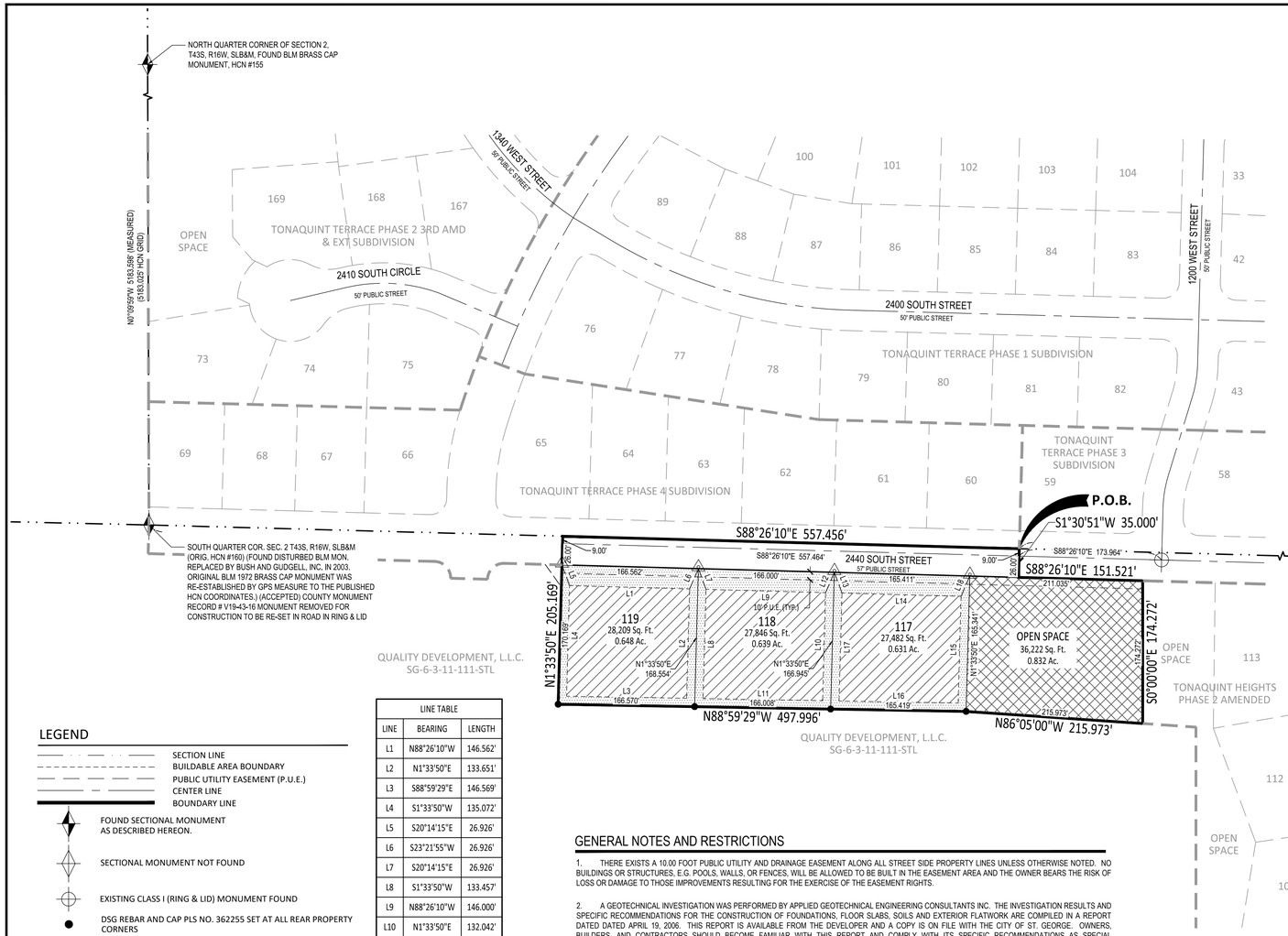
DEVELOPMENT SOLUTIONS GROUP, INC.
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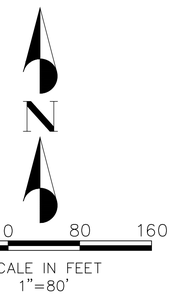
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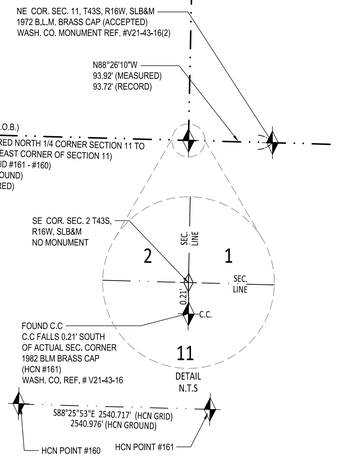
Agenda Item Number : 21

Request For Council Action

Date Submitted	08/07/2019 04:35 PM
Proposed City Council Date	08/15/2019
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of an amended final subdivision plat for Tonaquint Heights Phase 3 Amended.
Background	This request is to consider an amended final subdivision plat located at Chandler Dr. and approximately 1200 West St. The purpose of this amended final subdivision plat is to adjust the internal lot restriction and increase the buildable area within each lot located within this plat; Zoning is R-1-40.
Proposed Resolution	Will be considered by the Planning Commission on August 13, 2019.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	tonaquintheightsphase3amended080719163539.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**







LEGEND

- SECTION LINE
- BUILDABLE AREA BOUNDARY
- PUBLIC UTILITY EASEMENT (P.U.E.)
- CENTER LINE
- BOUNDARY LINE
- FOUND SECTIONAL MONUMENT AS DESCRIBED HEREON.
- SECTIONAL MONUMENT NOT FOUND
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- DSG REBAR AND CAP PLS NO. 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR TO BE SET IN SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE FRONT PROPERTY CORNER
- BUILDABLE AREA (AS DEFINED BY CC&R'S, DEVELOPMENT AGREEMENT AND / OR OTHER DOCUMENTATION)
- NO-BUILD / NO-DISTURB AREAS, EXCEPT FOR APPROVED DRIVEWAY LOCATIONS. AREA TO REMAIN NATURAL, NO STRUCTURES, BUILDINGS, LANDSCAPE, FENCES, WALLS, POOLS, ETC. (AS DEFINED BY CC&R'S, DEVELOPMENT AGREEMENT AND / OR OTHER DOCUMENTATION)
- OPEN SPACE DEDICATED AND CONVEYED TO THE CITY OF ST. GEORGE WITH THIS PLAT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°26'10"W	146.562'
L2	N1°33'50"E	133.651'
L3	S88°59'29"E	146.569'
L4	S1°33'50"W	135.072'
L5	S20°14'15"E	26.926'
L6	S23°21'55"W	26.926'
L7	S20°14'15"E	26.926'
L8	S1°33'50"W	133.457'
L9	N88°26'10"W	146.000'
L10	N1°33'50"E	132.042'
L11	S88°59'29"E	146.007'
L12	S23°21'55"W	26.926'
L13	S20°14'15"E	26.926'
L14	S88°26'10"E	145.411'
L15	S1°33'50"W	130.438'
L16	N88°59'29"W	145.418'
L17	N1°33'50"E	131.848'
L18	S23°21'55"W	26.926'

GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FOR THE EXERCISE OF THE EASEMENT RIGHTS.

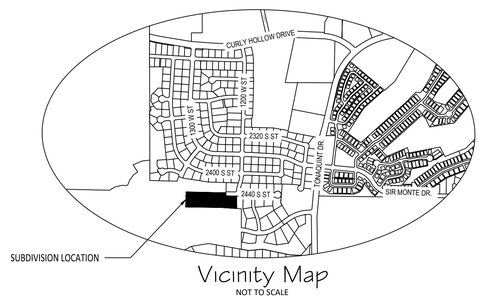
2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED DATED APRIL 19, 2006. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

3. BECAUSE THESE LOTS ARE LOCATED IN A SENSITIVE HILLSIDE AREA, A DETAILED GRADING AND DRAINAGE PLAN PREPARED, STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER FOR EACH OF THE LOTS IS REQUIRED TO BE SUBMITTED WITH THE BUILDING PERMIT.

4. MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE BUILDABLE AREA / PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT WITHIN THEIR RESPECTIVE PAD. THE ENTIRE LOT SHALL BE PRIVATALY OWNED.

AMENDMENT NOTE

THE PURPOSE OF THE FINAL PLAT AMENDMENT IS TO INCREASE THE BUILDABLE AREA OF LOTS 117 - 119. THE GENERAL NOTES WERE UPDATED TO MEET CURRENT CITY STANDARDS. NO OTHER CHANGES WERE MADE OF INTENDED WITH THIS PLAT.



Vicinity Map
NOT TO SCALE

DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
113 East 200 North., Suite #2
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, EASEMENTS AND OPEN SPACE HEREAFTER KNOWN AS:

TONAQUINT HEIGHTS - PHASE 3 AMENDED

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: _____

D. BRADFORD PETERSEN — No. 362255 — STATE OF UTAH

LEGAL DESCRIPTION:

BEGINNING AT A POINT ON THE SECTION LINE AND THE WESTERLY BOUNDARY OF THE TONAQUINT TERRACE - PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 88°26'10" WEST ALONG THE SECTION LINE, A DISTANCE OF 1572.295 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (2) COURSES: (1) SOUTH 01°30'51" WEST 35.000 FEET; AND (2) SOUTH 88°26'10" EAST 151.521 FEET TO THE NORTHWESTERLY CORNER OF THE TONAQUINT HEIGHTS - PHASE 2 AMENDED SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°00'00" WEST ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 174.272 FEET; THENCE NORTH 86°05'00" WEST 215.973 FEET; THENCE NORTH 88°59'29" WEST 497.996 FEET; THENCE NORTH 01°33'50" EAST 205.169 FEET TO A POINT ON SAID SECTION LINE AND THE SOUTHERLY BOUNDARY OF THE TONAQUINT TERRACE - PHASE 4 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°26'10" EAST ALONG THE SECTION LINE AND SAID SUBDIVISION BOUNDARY A DISTANCE OF 557.456 FEET TO THE POINT OF BEGINNING.

CONTAINS 139,271 SQ. FT., (3.197 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, EASEMENTS, AND OPEN SPACE HEREAFTER KNOWN AS:

TONAQUINT HEIGHTS - PHASE 3 AMENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, EASEMENTS, AND OPEN SPACE, RESERVING HOWEVER TO THE STATE OF UTAH THE ENTIRE INTEREST OF THE STATE OF UTAH IN THE MINERAL ESTATE IN THE LANDS SO CONVEYED AND DEDICATED. ALL LOTS, PUBLIC STREETS, EASEMENTS, AND OPEN SPACE ARE AS NOTED OR SHOWN. QUALITY PROPERTIES, INC. DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "TONAQUINT HEIGHTS SUBDIVISION" RECORDED ON JULY 20, 2012 AS ENTRY NO. 20120023880 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS____DAY OF _____, 20____.

_____
QUALITY PROPERTIES, INC
ED BURGESS, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE____DAY OF_____, 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED ED BURGESS, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

Subdivision Final Plat for
TONAQUINT HEIGHTS - PHASE 3 AMENDED

A RESIDENTIAL SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SLB&M

SHEET 1 OF 1

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF _____ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

_____
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF _____, A.D. 20____

_____
ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____

_____
CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF _____ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

_____
CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

_____ _____
ATTEST: CITY RECORDER — MAYOR
CITY OF ST. GEORGE — CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

_____
WASHINGTON COUNTY TREASURER

RECORDED NUMBER

_____
WASHINGTON COUNTY RECORDER