

**ADDENDUM TO THE CITY COUNCIL AGENDA
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 regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, February 4, 2021 commencing at 5:00 p.m.

The meeting will also be broadcast via Zoom. Persons who are allowed to comment during the meeting may also do so via Zoom. To login to the meeting you may do so by visiting: <https://zoom.us/j/98340628086> or by calling one of the following phone numbers:

Meeting ID: 983 4062 8086

One tap mobile

+12532158782,,98340628086# US (Tacoma)

+13462487799,,98340628086# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 983 4062 8086

Find your local number: <https://zoom.us/u/acH88qHUaJ>

The addendum to the agenda is as follows:

2. Consent Calendar.

j. Consider approval of a request for FAA Approval of Agreement for Transfer of Entitlements.

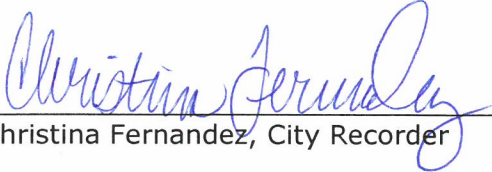
BACKGROUND and RECOMMENDATION: The FAA (Federal Aviation Administration) is requesting that St. George City approve the FAA's requested action in transferring a portion of their entitlement funds (\$1,000,000) to Ogden-Hinckley Airport from St. George appropriated airport funds. The transfer request will allow the associated project in Ogden to continue moving forward. When sufficient Ogden-Hinckley Airport appropriated funds become available, it is the FAA's intent to replace St. George airport appropriated funds accordingly. Staff recommends approval.

k. Consider approval of an amendment to Special Use Lease Agreement No. 1116 between the City of St. George and the School and Institutional Trust Lands Administration ("SITLA") and approval of an easement agreement between the City of St. George and SITLA.

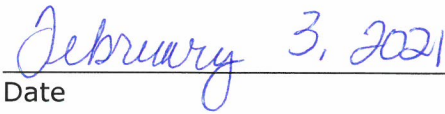
BACKGROUND and RECOMMENDATION: SITLA is in the process of transferring land to the BLM. The transfer will necessitate an adjustment to the lease the City has for a water well and create an amended lease with the land being retained by SITLA and an easement for the land being transferred to the BLM. The end result will be the BLM taking title to the transferred land subject to our access easement. Staff recommends approval.

I. **Consider approval of an agreement between the City and St. George 730 LLC for the parties to cooperate in the installation of water infrastructure in or near the Divario development area.**

BACKGROUND and RECOMMENDATION: St. George 730 LLC is developing the area known as Divario. Part of the area needs additional pressure to provide water services if it is to be developed. Divario will agree to build a booster pump and a water tank, if BLM approves the tank to be on BLM property, which are needed to provide services and improve services to Divario and other developments. If BLM does not approve the location, then the tank will be built by the city in the Divario development. Staff recommends approval.



Christina Fernandez, City Recorder



Date

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

DRAFT

Agenda Item Number : **A1**

Request For Council Action

Date Submitted 02/03/2021 10:31 AM

**Proposed City Council
Date** 02/04/2021

Applicant Rich Stehmeier

Subject Consider approval of a request for FAA approval of agreement for transfer of entitlements.

Background The FAA (Federal Aviation Administration) is requesting that St. George City approve the FAA's requested action in transferring a portion of their entitlement funds (\$1,000,000) to Ogden-Hinckley Airport from St. George appropriated airport funds. The transfer request will allow the associated project in Ogden to continue moving forward. When sufficient Ogden-Hinckley Airport appropriated funds become available, it is the FAA's intent to replace St. George airport appropriated funds accordingly.

Proposed Resolution Staff recommends approval.

Cost \$0

Action Taken

Requested by Cameron Cutler

File Attachments stgeorgetoogdenentitlementtransferagreement020321103109.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** No

Approved in Budget? N/A **Amount:**

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of St. George, Utah

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): St. George Regional Airport (SGU)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Passenger	2021	\$ 1,000,000.00
Total		\$ 1,000,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Ogden-Hinckley Airport (OGD)

Name of Receiving Airport's Sponsor: Ogden City Corporation, Utah

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2021 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: JOHN P BAUER Digitally signed by JOHN P BAUER
Date: 2021.01.29 09:35:36 -07'00'

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 01/29/2021

DRAFT

Agenda Item Number : **A2**

Request For Council Action

Date Submitted 02/02/2021 11:23 AM

**Proposed City Council
Date** 02/04/2021

Applicant Shawn Guzman

Subject Consider approval of an amendment to Special Use Lease Agreement No. 1116 between the City of St. George and the School and Institutional Trust Lands Administration ("SITLA") and approval of an easement agreement between the City of St. George and SITLA.

Background SITLA is in the process of transferring land to the BLM. The transfer will necessitate an adjustment to the lease the City has for a water well and create an amended lease with the land being retained by SITLA and an easement for the land being transferred to the BLM. The end result will be the BLM taking title to the transferred land subject to our access easement.

Proposed Resolution Staff recommends approval of lease agreement and grant of easement.

Cost \$

Action Taken

Requested by Bryan Pack

File Attachments stgeorgesula1116amendment1020221112324.docx
st020221112324.pdf
stgeorgesula1116020221112417.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

Approved in Budget? N/A **Amount:**

**FIRST AMENDMENT TO
SPECIAL USE LEASE AGREEMENT NO. 1116**

This First Amendment to Special Use Lease Agreement No. 1116 (this “**First Amendment**”) is dated _____, 2020 (the “**Effective Date**”), and is between the State of Utah, acting through The School and Institutional Trust Lands Administration, with an address of 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 (“**SITLA**”), and the City of St. George, a political subdivision of the State of Utah, with an address at 175 E. 200 N., St. George, Utah 84770 (“**Lessee**”).

RECITALS

- A. SITLA and Lessee are parties to Special Use Lease Agreement No. 1116, effective July 1, 1997 (the “**Lease**”), concerning certain lands located in Washington County, Utah (the “**Property**”), as the Property is described in the Lease.
- B. The parties desire to amend the description of the Property and have agreed to enter into this First Amendment for such purpose.
- C. If capitalized terms are not defined in this First Amendment, they have the definitions given them in the Lease

AGREEMENT

SITLA and Lessee agree as follows:

- 1. Legal Description of Property. The parties hereby delete the description of the Property located on the first page of the Lease in its entirety and replace it the description of the Property on Exhibit A of this First Amendment.
- 2. Amendment to Lease. If there are any conflict or inconsistency between the terms of this First Amendment and the terms of the Lease, the terms of this Amendment control.
- 3. Ratification. The parties hereby ratify and reaffirm the Lease, as amended by this First Amendment. All terms of the Lease not amended by this First Amendment remain the same and continue in full force and effect.
- 4. General Provisions.
 - a. The parties shall take all further acts and execute all further documents as the other party may reasonably require to complete the transaction contemplated by this First Amendment.
 - b. This First Amendment has been negotiated by the parties. The parties do not intend that terms of this First Amendment be construed against any party because that party drafted this First Amendment or construed in favor of any party because that party failed to understand the legal effect of this First Amendment.
 - c. This First Amendment represents the entire agreement among the parties with respect to the subject matter of this First Amendment and supersedes any previous agreement, written or oral, between the parties. The parties may only modify this First Amendment in a writing signed by the party against whom enforcement is sought.
 - d. The parties may execute this First Amendment in counterparts, each of which when taken together will be deemed one and the same document. The parties may

execute this First Amendment by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this First Amendment has the same legal effect and/or enforceability as a paper version as per Utah Code Ann. § 46-4-201.

[SIGNATURE PAGE FOLLOWS]

The parties execute this First Amendment on the dates written below.

**STATE OF UTAH, SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION**

Date: _____, 20__ By:____

Print Name:____
Title:____

CITY OF ST. GEORGE

Date: _____, 20__ By:____

Print Name:____
Title:____

Approved as to form:
Sean D. Reyes, Attorney General

By: _____
Special Assistant Attorney General

EXHIBIT A
FIRST AMENDMENT TO
SPECIAL USE LEASE AGREEMENT NO. 1116

Commencing at the Northeast Corner Section 34, Township 41 South, Range 15 South, Salt Lake Base and Meridian; Thence North 88°44'30" West, along the Section line a distance of 1318.37 feet, to the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 34; Thence North 01°09'32" East along the 1/16th Section line a distance of 5.73 feet, to the Point of Beginning; Thence North 01°09'32" East, a distance of 25.99 feet; Thence South 72°59'40" East, a distance of 40.14 feet; Thence North 01°14'02" East, a distance of 5.29 feet; Thence South 88°45'58" East, a distance of 156.53 feet; Thence South 01°14'02" West, a distance of 208.71 feet; Thence North 88°45'58" West, a distance of 156.52 feet; Thence North 01°14'02" East, a distance of 177.44 feet; Thence North 72°59'40" West, a distance of 40.11 feet to the Point of Beginning.

Containing: 33,671 square feet or 0.77 acres, more or less.

**AFTER RECORDING,
PLEASE RETURN TO:**
School and Institutional
Trust Lands Administration
675 E 500 S, Suite 500
Salt Lake City, UT 84102

EASEMENT AGREEMENT No. 2397

**ESMT No. 2397
Fund: School**

This Easement Agreement No. 2397 (this “**Agreement**”) is dated _____, 20__ (the “**Effective Date**”) and is between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 (“**SITLA**”) and the City of St. George, a political subdivision of the State of Utah, 175 East 200 North, St. George, Utah 84770 (“**Grantee**”).

RECITALS

- A. SITLA is an independent state agency responsible for managing lands held in trust by the State of Utah for certain named beneficiaries (“**trust lands**”), pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code.
- B. Grantee has requested and SITLA has agreed to grant Grantee an easement across trust lands on the terms and conditions of this Agreement.

The parties agree as follows:

AGREEMENT

1. **Grant of Easement/Purpose.** SITLA hereby grants Grantee an easement (the “**Easement**”) over and across those trust lands described on Exhibit A and depicted on Exhibit B (the “**Easement Lands**”).
2. **Purpose of Easement.** Grantee may use the Easement for the purposes of construction, operation, repair, and maintenance of an overflow pipeline for a culinary water storage tank (the “**Facilities**”), and activities reasonably incident to that use (the “**Permitted Uses**”). Grantee may use the Easement for the Permitted Uses and for no other purposes.
3. **Term of Easement.** This Agreement commences on the Effective Date and expires June 30, 2048 (the “**Term**”), unless otherwise terminated pursuant to this Agreement.
4. **Third Party Rights.** The Easement Agreement is subject to valid existing rights, whether or not of record.

5. **No Cost to SITLA.** Grantee shall pay all costs and expenses arising out of or related to the construction, operation, and maintenance of the Facilities. Grantee shall perform all work connection with the Easement in a workmanlike manner.
6. **No Warranty of Title.** SITLA disclaims all warranties of title to the Easement Lands. Grantee assumes the risk of all title defects, and hereby releases SITLA from any claim for damages or refund caused by deficiency or failure of SITLA's title, or by interference by any third party.
7. **Easement Non-Exclusive; Access.** The Easement is non-exclusive, and SITLA reserves the right to issue other non-exclusive easements, leases, or permits on or across the Easement Lands on terms that will not unreasonably interfere with the rights granted to Grantee in this Agreement. SITLA may also use the Easement Lands for any purpose that is not inconsistent with the purposes for which this Easement is granted. SITLA further reserves the right to dispose of the Easement Lands by sale, lease or exchange, and the right to utilize the Easement Lands for access to and from lands owned by SITLA on both sides of the Easement Lands, including the construction of road and utility crossings.
8. **Bond.** SITLA may require at any time during the Term that Grantee post a bond with SITLA to secure Grantee's full compliance with the terms of this Agreement. The bond must be issued by a surety company rated A3 or better by Moody's or A- or better by S&P (or an equivalent rating from another nationally recognized statistical rating organization acceptable to SITLA) and be authorized to transact business in the State of Utah. SITLA may in its reasonable discretion request that Grantee increase the amount of any posted bond. The amount of the bond does not limit Grantee's liability under this Agreement.
9. **Relocation; Limitations; Cost Borne by SITLA.** SITLA may at its expense relocate or modify the Easement, in whole or in part, as SITLA deems necessary in its sole discretion to accommodate SITLA's use of the Easement Lands or the adjoining lands for any purpose. SITLA shall ensure that the relocated or modified Easement provides Grantee with access that is adequate for the Permitted Uses.
10. **Reservation of Minerals; Leasing.** SITLA reserves the right to lease the Easement Lands for the exploration, development, and production of oil, gas, and all other minerals, together with the right of ingress and egress across the Easement Lands. This Agreement does not give Grantee any right to remove or utilize sand and gravel or any other material without a separate permit from SITLA.
11. **Inspection.** SITLA and its agents may at any time access the Easement Lands to examine or inspect the condition of the Easement Lands and determine if Grantee is in compliance with this Agreement.
12. **Compliance with Law; Standards.** Grantee shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to its use of the Easement Lands, whether now in existence or hereafter enacted, including without limitation any regulations enacted by SITLA or a successor agency. Grantee shall construct, operate and maintain the Facilities in accordance with applicable building codes and industry best practices, and shall take all precautions

reasonably necessary to avoid waste and prevent pollution or deterioration of lands and waters within or in the vicinity of the Easement Lands.

13. **Assignment.** Grantee may not assign or sublease all or part of this Agreement without SITLA's prior written consent. Any assignment or sublease made without SITLA's written consent will be void as from the date of the purported assignment or sublease. An assignment or sublease does not relieve Grantee of its liabilities and obligations under this Agreement.

14. **Removal of Timber.** Grantee may not cut or remove trees from the Easement Lands without first obtaining a small forest products permit or timber contract from SITLA.

15. **As-Built Survey.** After completion of construction of the Facilities, upon written request by SITLA, Grantee shall provide SITLA with an as-built survey prepared by a licensed Utah engineer or surveyor depicting in detail all of Grantee's improvements located on the Easement Lands. Grantee shall update the as-built survey as material improvements are added, removed, or replaced by Grantee.

16. **Cultural, Archaeological, Paleontological, and Antiquities Resources.**

- a. Prior to commencing any surface disturbing operations or any operations that have the potential to affect Historic Properties, whether a new surface disturbing activity or outside existing disturbed areas, Grantee shall complete a Cultural Resource Survey prepared in accordance with applicable laws and regulations, or otherwise provide evidence of compliance with Utah Administrative Code R850-60-800.
- b. Grantee must contract for and pay the costs of the Cultural Resource Survey.
- c. Grantee shall provide cultural resource compliance materials to SITLA prior to commencing operations. SITLA will review all cultural resource compliance materials provided by Grantee, and may approve, condition, or deny its consent to the activity based on impacts to Cultural Resources. SITLA may require Grantee to complete appropriate cultural resources mitigation measures as a condition of conducting surface disturbing operations.
- d. Pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative Code R850-60-900, upon discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resources, Grantee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA's satisfaction.
- e. All Specimens are and will remain the property of the State of Utah.
- f. Definitions in this clause:
 - i. "Antiquities" is defined in Utah Code § 76-6-901(1).
 - ii. "Critical Paleontological Resources" is defined in Utah Code § 79-3-102(4).
 - iii. "Cultural Resources" is defined in Utah Administrative Code R850-1-200(8).

- iv. “Cultural Resource Survey” is defined in Utah Administrative Code R850-1-200(9).
- v. “Historic Properties” is defined in Utah Code § 9-8-302(10).
- vi. “Remains” is defined in Utah Code § 9-9-402(12).
- vii. “Site”, for purposes of archaeology, is defined in Utah Code § 9-8-302(17) and Utah Administrative Code R850-1-200(31), and for paleontological, is defined in Utah Code § 79-3-102(14) and Utah Administrative Code R850-1-200(20).
- viii. “Specimen”, for purposes of archaeology, is defined in Utah Code § 9-8-302(18) and Utah Administrative Code R850-1-200(33), and for paleontological, is defined in Utah Code § 79-3-102(15).

17. **Wildfire.** Grantee shall at all times take reasonable precautions to prevent wildfires from starting or spreading on the Easement Lands, and shall comply with all applicable laws, regulations and directives of any governmental agency having jurisdiction with respect to fire prevention and control. If Grantee or its employees, contractors or licensees cause a wildfire that necessitates suppression action, Grantee shall pay the costs of any necessary fire suppression activities incurred as a result of the wildfire, in accordance with Utah law.

18. **Intermediate Reclamation.** Grantee shall use reasonable efforts to reclaim disturbed areas not required for continuing operations by leveling, reseeding and other reasonably necessary steps to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests.

19. **Fill Materials and Waste.** Grantee shall not allow any deposit of ballast, refuse, garbage, waste matter, chemical, biological or other wastes or pollutants within or upon the Easement Lands by Grantee or its agents, employees or contractors. If the Grantee fails to remove all fill material, wastes or materials described above from the Easement Lands, SITLA may at its option remove such materials and charge the Grantee for the cost of removal and disposal.

20. **Hazardous Conditions.** Grantee may not permit and shall abate any hazardous condition on or associated with its use of the Easement Lands.

21. **Grantee Breach; Cure; SITLA’s Right to Terminate.** If SITLA determines that Grantee has breached this Agreement, SITLA may send notice of violation to Grantee specifying the particular breach. Grantee shall cure the default within 30 days of SITLA’s notice of breach, or if the cure requires a period longer than 30 days to complete, shall commence to effect the cure within such 30 day period and diligently pursue such cure thereafter. If Grantee fails to cure the default within 30 days or if the cure requires longer than 30 days, to commence the cure within 30 days and diligently pursue the cure thereafter, then SITLA may terminate this Agreement by giving notice to Grantee of termination.

22. **Termination.** On expiration or earlier termination of this Agreement for any reason, Grantee has the following obligations:

- a. **Removal of Improvements and Reclamation.** On expiration or earlier termination of this Agreement, SITLA may require by notice to Grantee that Grantee remove the Facilities

and re-contour and re-seed the Easement Lands to their approximate original condition, to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests (“**Reclamation Activities**”). Within 60 days of notice from SITLA, Grantee shall complete the Reclamation Activities. Grantee may re-enter the Easement Lands for reclamation purposes after termination of the Easement Agreement. If Grantee does not complete the Reclamation Activities within 60 days of Grantee’s receipt of written notice from SITLA, SITLA may conduct the Reclamation Activities, at the cost and expense of Grantee.

b. Quitclaim. Following the expiration or termination of this Agreement, and within 30 days of SITLA’s written demand, Grantee shall execute, acknowledge, and deliver to SITLA a quitclaim deed or other document as reasonably requested by SITLA to remove the cloud of this Agreement from title to the Easement Lands.

c. Satisfaction of Liabilities and Obligations. Within a reasonable amount of time after expiration or the earlier termination of this Agreement, Grantee shall satisfy all liabilities and fulfill all obligations that remain outstanding at the date of termination.

23. Notice. The parties shall send all communications and notices to the other in writing and addressed as follows:

Grantee: City of St. George
175 East 200 North
St. George, Utah 84770

SITLA: State of Utah
School and Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

or at any such other address as a party may designate by written notice to the other party. The parties may deliver communications by hand delivery, United States mail, postage prepaid and certified or registered, or by commercial carrier.

24. General Provisions.

a. Indemnity. Grantee assumes liability for and shall indemnify and hold harmless SITLA, its officers, board of trustees, and employees for, from and against any and all liability and claims, including attorney's fees, of any nature imposed on, incurred by, or asserted against SITLA that in any way relates to or arises out of Grantee’s activity or presence on the Easement Lands, unless such liability is caused by SITLA’s sole negligence.

b. Grantee Liable for Actions of Representatives. Whenever this Agreement imposes obligations or liabilities on Grantee, those liabilities and obligations apply to actions or inactions of Grantee’s officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires. Grantee hereby assumes all

liability arising from the actions or in actions of Grantee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires on the Easement Lands or pursuant to this Agreement.

c. Survival. The following provisions survive termination of this Agreement: Sections 22 (*Grantee Breach*), 23 (*Termination*), 24 (*Notice*), 25.a (*Indemnity*), 25.b (*Grantee Liable for Actions of Representatives*), 25.d (*Attorney's Fee*), 25.g (*Governing Law; Venue*), and 25.h (*No Waiver of Sovereign Immunity*).

d. Attorney's Fees. If SITLA prevails in any legal action brought to enforce its rights under this Agreement, Grantee shall reimburse SITLA's reasonable attorney's fees and court costs, as those fees and costs are determined by the court.

e. Waiver of Breach. A party's waiver of breach of any provision of this Agreement does not constitute a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

f. Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid, such determination will not affect the validity of any other provision of this Agreement.

g. Governing Law; Venue. This Agreement is governed by the laws of the State of Utah, without regard to its choice or conflicts of law principles. Grantee consents to the exclusive jurisdiction of the courts in the Third Judicial District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.

h. No Waiver of Sovereign Immunity. This Agreement does not constitute a waiver of sovereign immunity of SITLA.

i. Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the parties relative to the Easement, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than as set forth in this Agreement. The parties may only amend this Agreement in a writing signed by both parties.

j. Binding Effect. The Easement and the terms of this Agreement constitute a covenant running with the land and are binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

k. Counterparts and Electronic Signatures. The parties may execute this Agreement in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Agreement by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an

electronic version of this Agreement has the same legal effect and/or enforceability as a paper version as per Utah Code § 46-4-201.

[SIGNATURES ON NEXT PAGE]

The parties have executed this Agreement as of the dates indicated below.

**STATE OF UTAH,
SCHOOL AND INSTITUTIONAL TRUST
LANDS ADMINISTRATION**

By: _____

Its: _____

Date: _____, 20____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of the
School and Institutional Trust Lands Administration.

Notary Public

Seal:

Approved as to form:
Sean D. Reyes, Attorney General



Special Assistant Attorney General

CITY OF ST. GEORGE

By: _____

Its: _____

Date: _____, 20____

STATE OF _____)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of
the _____.

Notary Public

Seal:

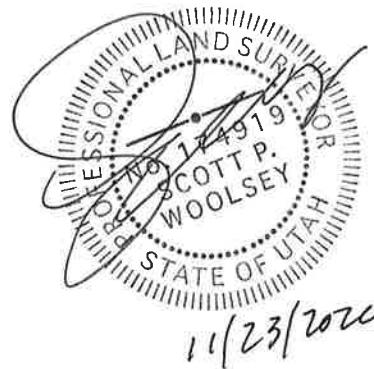
EXHIBIT "A"

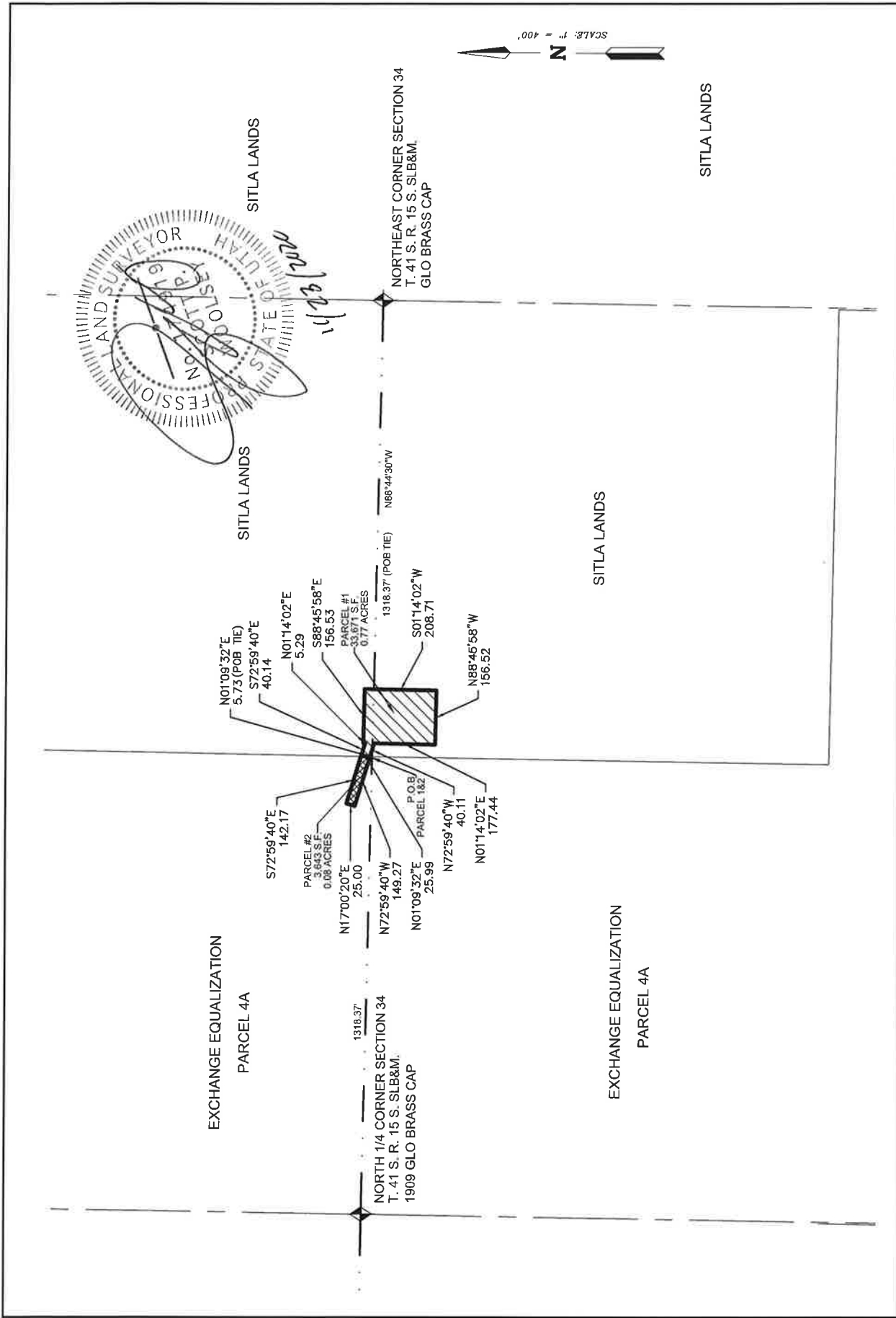
to Easement Agreement No. 2397

STATE TRUST LANDS PARCEL #2 (November 23, 2020)

Commencing at the Northeast Corner Section 34, Township 41 South, Range 15 South, Salt Lake Base and Meridian; Thence North $88^{\circ}44'30''$ West, along the Section line a distance of 1318.37 feet, to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 34; Thence North $01^{\circ}09'32''$ East along the $\frac{1}{16}^{\text{th}}$ Section line a distance of 5.73 feet, to the Point of Beginning; Thence North $72^{\circ}59'40''$ West, a distance of 149.27 feet; Thence North $17^{\circ}00'20''$ East, a distance of 25.00 feet; Thence South $72^{\circ}59'40''$ East, a distance of 142.17 feet; Thence South $01^{\circ}09'32''$ West, a distance of 25.99 feet to the Point of Beginning.

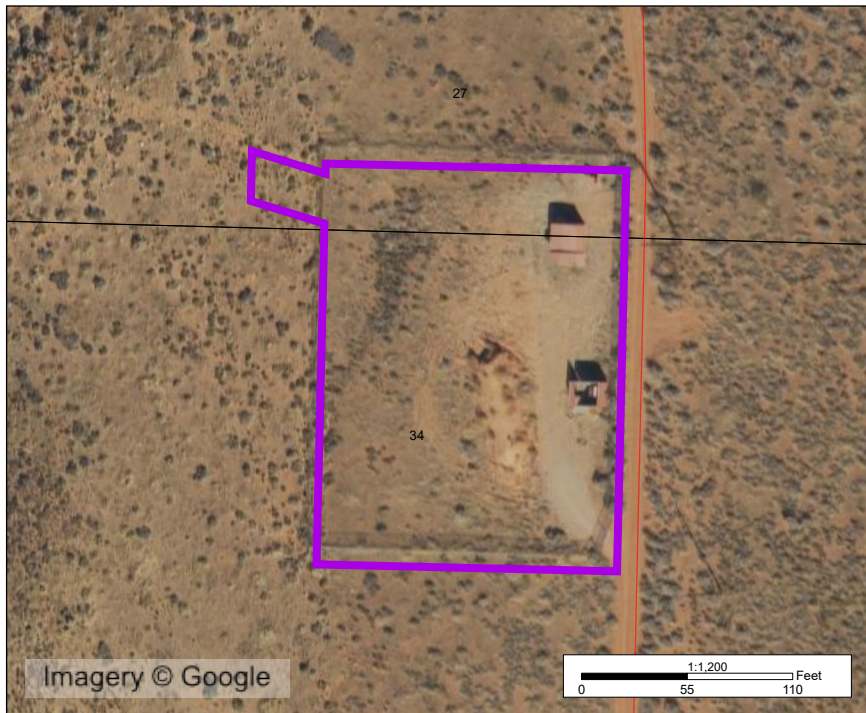
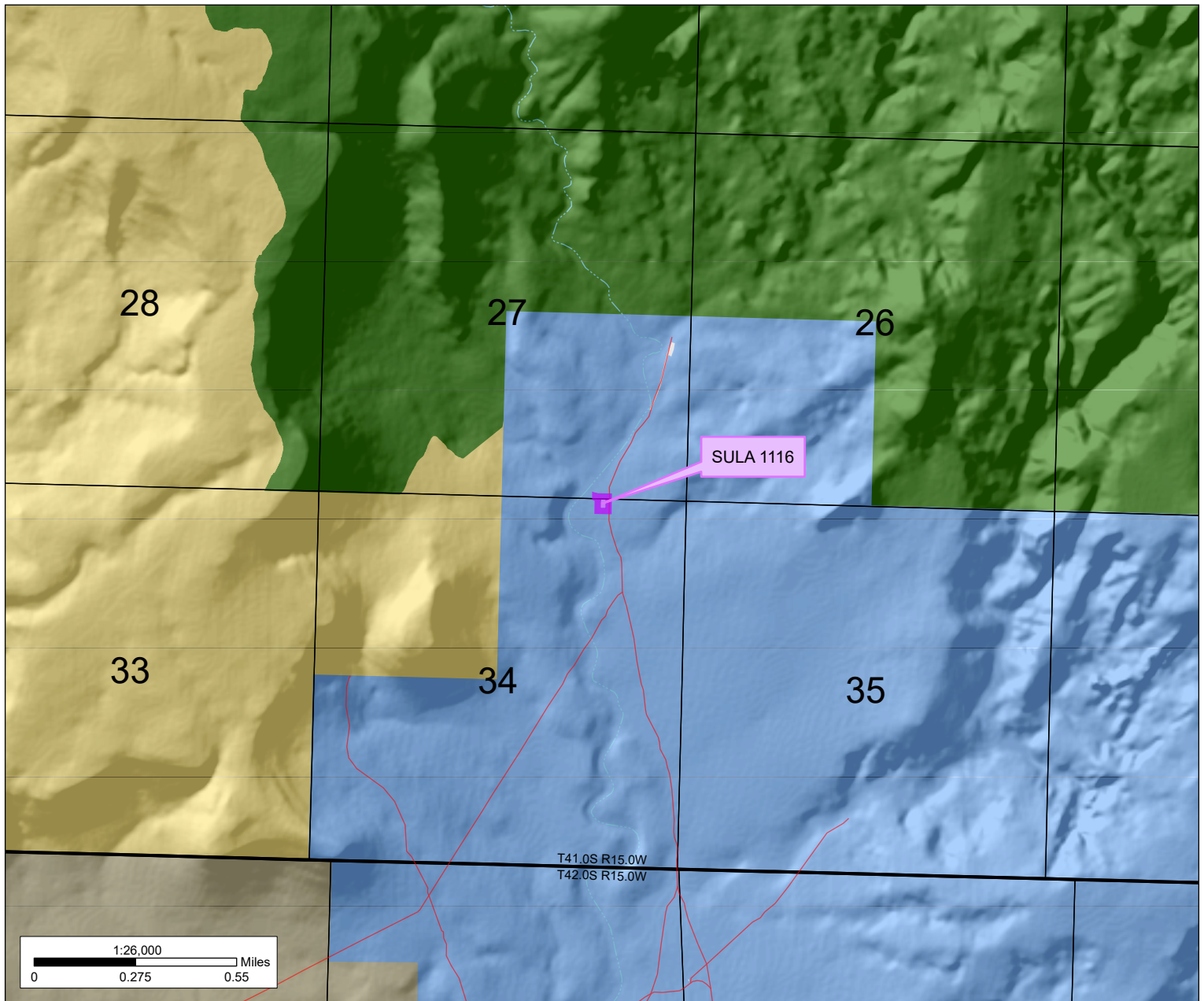
Containing: 3,643 square feet or 0.08 acres, more or less.





STATE TRUST LANDS PARCEL
EXHIBIT "B" to Easement Agreement No. 2397

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com



Special Use Lease Agreement No. 1116
Culinary water well site

T 41 S, R 15 W, SLB&M:
 Sections 27, 34
 Washington County

November 25, 2020 SITLA

Special Use Lease Agreement

Land Ownership and Administration

- Bureau of Land Management
- National Wilderness Area
- Private
- State Trust Lands
- State Wildlife Reserve/Management Area

State of Utah
 School & Institutional
 Trust Lands Administration

User: bradyjohnson
 Coordinate System:
 GCS NAD83 UTM Zone 12N
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Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. SITLA provides this data in good faith and shall in no event be liable for any incorrect results, or any special, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data hereon.

Land parcels, lease boundaries and associated SITLA data layers may have been adjusted to allow for visual "best fit." The Surface Ownership Land Status data (if present) are maintained by SITLA to reflect current trust land status and surface ownership. Lakes, rivers, streams, highways, roads, county and state boundaries are distributed by the Utah Automated Geographic Reference Center and/or other sources as specified. Contour lines (if present) were generated from USGS 10 meter DEM.

Please Note: While SITLA seeks to verify data for accuracy and content, discrepancies may exist within the data. Acquiring the most updated SITLA ownership GIS data may require contacting the GIS staff directly 801-538-5100 or TLA-GIS@utah.gov. The SITLA GIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Color Aerial Photo (Google Imagery - 6 inch High Resolution).

DRAFT

Agenda Item Number : **A3**

Request For Council Action

Date Submitted 02/02/2021 10:20 AM

**Proposed City Council
Date** 02/04/2021

Applicant Scott Taylor

Subject Consider approval of an agreement between the City and St. George 730 LLC for the parties to cooperate in the installation of water infrastructure in or near the Divario development area.

Background St. George 730 LLC is developing the area known as Divario. Part of the area needs additional pressure to provide water services if it is to be developed. Divario will agree to build a booster pump and a water tank, if BLM approves the tank to be on BLM property, which are needed to provide services and improve services to Divario and other developments. If BLM does not approve the location, then the tank will be built by the city in the Divario development.

Proposed Resolution Approve the Water System Contribution Agreement.

Cost \$

Action Taken

Requested by Paula Houston

File Attachments sg730020221102000.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

Approved in Budget? N/A **Amount:**

When Recorded Return to:

City of St. George
Attn: Legal Department
175 East 200 North
St. George, Utah 84770

SG-6-2-27-3311
SG-6-2-28-2110

WATER SYSTEM CONTRIBUTION AGREEMENT
Divario Project, St. George, Utah

THIS WATER SYSTEM CONTRIBUTION AGREEMENT (herein “Agreement”) is entered into this ___ day of _____, 2021, by and between St. George 730, L.L.C., a Nevada limited liability company, (herein “Developer”) for the project known as “Divario” (herein the “Planned Community”), and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein “City”).

This Agreement is not intended to modify or replace the original Development Agreement between the parties hereto, which was recorded in the files of the Recorder for Washington County, Utah, on February 26, 2014, as Doc. No. 20140005707, (the “Development Agreement”), but only to supplement that agreement with respect to the subject matter hereof. The parties acknowledge the continuing viability of the original Development Agreement as recorded.

RECITALS

WHEREAS, Developer owns real property located within the Planned Community, as defined in the Development Agreement, which is anticipated to be serviced by the City’s municipal water system which a portion shall be built as described herein and shall be known as the “Upper Pressure Zone.” Said real property is identified in **Exhibit “A”** attached and incorporated herein with this reference (hereafter, the “Affected Property”);

WHEREAS, it is Developer’s responsibility to provide permanent on-site and off-site infrastructure to adequately service Developer’s Affected Property with a system of municipal culinary water with adequate distribution capacity and water pressure at its sole cost and expense;

WHEREAS, due to its elevations and the effect of the same on anticipated water pressures, development of the Affected Property will require certain improvements and upgrades be made to the City’s municipal water system to support water services to the development;

WHEREAS, Developer agrees to install certain temporary or permanent water system improvements required to service the Affected Property;

WHEREAS, the City is pursuing an application to the Bureau of Land Management (“BLM”) for a right-of-way to locate certain permanent water facilities to service the Affected

Property; however, the timeline and approval of such right-of-way is uncertain, and Developer's ability to develop the Planned Community as described in the Development Agreement and approved Master Plan may be negatively impacted unless certain temporary or interim water infrastructure improvements are constructed;

WHEREAS, Developer is prepared to install at its sole cost and expense certain temporary or interim improvements to the municipal water system, including a booster pump and related infrastructure, in order to facilitate water service to the Affected Property until the BLM right-of-way is approved and permanent improvements can be made;

WHEREAS, City and Developer have agreed to cooperate as set forth herein, to facilitate said development of water infrastructure to service the Affected Property.

WHEREAS, The City, acting pursuant to its authority under UTAH CODE ANNOTATED 10-9a-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Planned Community, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Recitals.** The Recitals above are hereby incorporated into this agreement.
2. **Municipal Water System Development in General.** The City acknowledges its obligation to service the Planned Community with water, consistent with the obligations of the original Development Agreement. Developer acknowledges its obligation to develop infrastructure to adequately provide the water to its development. Developer is ready to develop the Affected Property. Therefore, the primary intent of the parties in entering this Agreement is to allow Developer to continue the development of the Affected Property and the Planned Community in general, by installing a booster pump as an interim solution until such time as the City obtains the BLM right of way grant needed for the Permanent Water Infrastructure (defined in section 3.b. below). In the event that the City is unable to obtain the BLM right-of-way, then the parties agree that the interim Preliminary Water Infrastructure shall serve as the permanent solution for water service to the Affected Property as provided in section 3.c. below.
3. **Developer's Obligations.** The Developer shall meet the following requirements in the manner set forth herein below.
 - a. ***Preliminary Water Infrastructure and Booster Pump.*** To begin development, Developer must complete construction of the water pressure booster pump station and related on-site infrastructure required to service the Affected Property (collectively the "Preliminary Water Infrastructure"), subject only to the City and State's review and approval of type, design, and so on, which approval will not be unreasonably withheld provided the same is recommended by Developer's professional engineer.

Upon completion of the Preliminary Water Infrastructure, Developer shall grant to the City such temporary easements as are required to give the City access for operation and maintenance, and the City shall accept the same as part of the municipal water system (subject to applicable warranty periods as set forth in City ordinances). City agrees that the Preliminary Water Infrastructure may be utilized by Developer to satisfy the City's pressure requirements for service to the Affected Property until the Permanent Water Infrastructure is completed.

- b. ***Permanent Water Infrastructure.*** Subject to approval of the required BLM right-of-way and any conditions BLM imposes, Developer agrees to construct the permanent water system infrastructure planned to provide water to the Affected Property. The permanent infrastructure includes an off-site water storage reservoir of 300,000 gallons and related pipeline and appurtenances ("Permanent Water Infrastructure"). All Permanent Water Infrastructure plans and locations must be approved by City before any installation begins.
- i. Developer Contribution. Developer agrees to construct the Permanent Water Infrastructure which is estimated at a total cost of **One Million Eight Thousand One Hundred Seventy-Six Dollars (\$1,008,176.00)** (the "Developer Contribution"). Developer shall pay the actual costs of the construction. The engineer's estimate upon which the Developer Contribution is based is attached hereto as **Exhibit "B"** and incorporated with this reference. The manner of the Developer Contribution shall be as set forth in this Agreement.
- ii. Manner and Assurance of Developer Contribution. Developer shall have sole discretion regarding the timing of the Developer Contribution in the manner set forth below.
1. Interim Improvement Surety Bond. Developer shall provide and the City shall accept an Improvement Surety Bond, on a form approved by City, in the amount of the Developer Contribution, which shall have an initial term of two (2) years. Developer shall provide the Improvement Surety Bond to City prior to the commencement of construction. In the event that Developer has not obtained the financing required to obtain the Lender Set-Aside Letter described below during the initial term of the Improvement Surety Bond, then Developer shall be required to renew the bond until the Lender Set-Aside Letter is delivered.
2. Lender Set-Aside Letter. Developer shall make arrangements with its third-party construction lender ("Lender") to set aside from Developer construction financing an amount equal to the Developer Contribution. As assurance to the City of such set-aside, Developer shall obtain from Lender a written guarantee to the City (the "Lender Set-Aside Letter" which shall be on a form approved by City) that Lender will (1) retain control over the Developer Contribution set-aside funding; and (2) obtain written approval from the City prior to any release of the Developer Contribution or portions thereof to Developer as

needed to complete the Permanent Water Infrastructure. The Lender Set-Aside Letter will reference the Permanent Water Infrastructure as the “Work.” The Lender Set-Aside Letter shall further state that no funds shall be released from the set-aside funds without the express written approval of the City, which shall not be unreasonably withheld.

- iii. Draw Down and Release of Developer Contribution. In the event that Developer constructs the Permanent Water Infrastructure, the set-aside funding may be drawn down for payment of the actual costs of such construction so long as the costs are verified by City and the costs are proportionate to the work performed, subject to City inspection of construction progress and approval of the same, which shall not be unreasonably withheld. Upon completion of the Permanent Water Infrastructure by Developer, any remaining Developer Contribution shall be released to the Developer.

c. ***Event of BLM Denial.***

- i. In the event that the BLM denies required access to and use of BLM property for the Permanent Water Infrastructure, then the Interim Improvement Surety Bond and/or Lender Set-Aside Letter (such as are then in effect) shall be released by City, Developer shall be released from any further obligation to construct or bear the cost of the Permanent Water Infrastructure, and the Preliminary Water Infrastructure shall continue to service the Affected Property with water, and the property upon which the Preliminary Water Infrastructure was constructed shall be permanently dedicated to the City by Developer.
- ii. Developer shall also dedicate to the City up to 1.5 acres of real property, generally located as shown on Exhibit “C”, upon which the City may construct a substitute permanent water tank not to exceed 3 millions gallons in storage capacity to be screened with a 6’ high integral colored masonry block wall and secured access with a wrought iron gate.
- iii. If warranted by the cost of such land being included in the City’s proposed Capital Facilities Plan estimate for the permanent water tank, Developer shall receive an impact fee credit or equivalent offset equal to the fair market value of the property at the time of dedication.

4. **City’s Obligations.** City agrees to the following, subject to Developer’s provision of financial security for the Permanent Water Infrastructure as set forth above.

- a. ***Will-Serve Letter.*** City will provide to Developer a Will-Serve Letter for water service to the Affected Property based upon the approval of the Washington County Water Conservancy District and upon issuance of the Improvement Surety Bond consistent with the requirements of this Agreement. City acknowledges that this Will-Serve Letter is critical to Developer’s ability to obtain the financing required for the Developer Contribution anticipated herein. The Will-Serve letter shall only be issued for financing for the Affected Property and shall only be for the current approved zoning and density.

- b. ***Effect of Water Availability Upon Development Entitlement Applications.*** Given the City's Will-Serve Letter for residential water service to the Affected Property, the City agrees that, as long as this Agreement and said Will-Serve Letter remains in effect, no application for development entitlement, for the current zoning and density approved in the Development Agreement, upon the Affected Property shall be opposed by City on the basis of water serviceability or inadequacy of municipal water service in any regard. However, approval of any development entitlement may appropriately be conditioned upon Developer constructing the required public water system infrastructure as required to service the Affected Property so approved, and also conditioned upon Developer's continuing compliance with this Agreement. The City retains the right to deny or condition development entitlement for any other issues that may exist at the time of application.
- c. ***Acceptance of Completed Preliminary Water System*** Upon completion of the Preliminary Water Infrastructure, including the proposed water system booster pump station, the City shall accept the same as part of the municipal water system (subject to applicable warranty periods as set forth in City ordinances).
5. **Developer Release.** The purposes of this Agreement shall be deemed fulfilled, and Developer released from any further obligations hereunder, in the event that either (a) the BLM has approved the right-of-way for the Permanent Water Infrastructure, and Developer has constructed the Permanent Water Infrastructure; or (b) the BLM has denied the required access to its property for the Permanent Water Infrastructure, Developer has completed construction of the Preliminary Water Infrastructure, the City has accepted the same for operation and maintenance as part of the municipal water system, Developer has donated the parcel shown in Exhibit C to the City, and the Improvement Surety Bond and/or Lender Set-Aside Letter (such as are then in effect) have been released by the City. In either event, this Agreement shall be terminated, and the parties shall not be bound further hereunder.
6. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.
7. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.
8. **No Joint Venture, Partnership or Third-Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

9. **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature any may only be modified by a subsequent writing duly executed and approved by the parties hereto.
10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be given as required in the original Developer Agreement between the parties.
11. **Law.** Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, and the term “person” shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and insure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.
12. **Court Costs.** In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonably court costs, including reasonable attorney fees.
13. **Expenses.** The Developer and the City each shall pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein. In the event of any action under or related to this Agreement, with or without suit, the party which is found in default, or the party against whom a right or forfeiture is successfully asserted, shall pay the costs and disbursements of such action.
14. **Waiver.** Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.
15. **Effective Date.** This Agreement shall be effective as of the date filed for public record in the office of the Recorder for Washington County, Utah.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first written above.

CITY OF ST. GEORGE

Attest:

Michele Randall, Mayor

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

ST. GEORGE 730 LLC

Mark A. Schnippel
Managing Member

Approved as to form:

Attorney for St. George 730 LLC

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 2021, personally appeared before me Mark Schnippel, who being duly sworn, did say that he is the Managing Member of St. George 730 LLC, and the foregoing instrument was signed on behalf of said association by authority of its articles of organization and Mark Schnippel indicated to me that said company executed the same.

Notary Public

Exhibit "A"

Beginning at the South Quarter Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 01°50'37" East 2,924.50 feet along the center section line to the southwest corner of Arancio Point at Divario Phase 1;

thence easterly the following (2) courses along the southerly line of said Arancio Point at Divario Phase 1;

thence South 88°09'23" East 201.61 feet;

thence North 01°50'37" East 104.92 feet to the southerly line of Sentieri Vista Drive;

thence easterly the following (5) courses along the southerly line of said Sentieri Vista Drive;

thence North 83°50'37" East 0.70 feet;

thence East 24.23 feet along an arc of a 100.00 foot radius curve to the right (center bears South 06°09'23" East, long chord bears South 89°12'55" East 24.17 feet with a central angle of 13°52'55");

thence Southeast 296.06 feet along an arc of a 387.46 foot radius curve to the right (center bears South 07°43'23" West, long chord bears South 60°23'13" East 288.91 feet with a central angle of 43°46'50");

thence Southeast 161.51 feet along an arc of a 332.50 foot radius curve to the left (center bears North 51°30'03" East, long chord bears South 52°24'54" East 159.93 feet with a central angle of 27°49'54");

thence South 64°12'16" East 11.96 feet; to the westerly line of Cascata at Divario Phase 1;

thence southerly the following (13) courses along said westerly line of Cascata at Divario Phase 1;

thence South 11°21'46" West 99.38 feet;

thence South 56°08'13" West 11.90 feet;

thence South 33°51'47" East 87.41 feet;

thence South 39°57'49" West 41.65 feet;

thence Southwest 7.06 feet along an arc of a 25.00 foot radius curve to the right (center bears North 50°02'11" West, long chord bears South 48°03'01" West 7.03 feet with a central angle of 16°10'24");

thence South 56°08'13" West 32.10 feet;

thence South 33°51'47" East 140.00 feet;

thence North 56°08'13" East 100.53 feet;

thence North 22°15'40" East 52.37 feet;

thence South 67°44'20" East 50.00 feet;

thence South 22°15'40" West 67.60 feet;

thence South 56°08'13" West 110.23 feet;

thence South 23°40'09" West 68.19 feet to the northerly line of Cascata at Divario Phase 1B;

thence southerly the following (3) courses along said Cascata at Divario Phase 1B

thence North 66°19'51" West 43.77 feet;

thence South 23°40'09" West 158.00 feet;

thence South 66°19'51" East 349.17 feet to and along the southerly line of said Cascata at Divario Phase 1;

thence South 81°35'41" East 75.94 feet along the southerly line of said Cascata at Divario Phase 1;

thence South 16°46'16" West 63.94 feet;

thence South 33.67 feet along an arc of a 377.50 foot radius curve to the right (center bears North 73°13'44" West, long chord bears South 19°19'33" West 33.66 feet with a central angle of 05°06'35");

thence South 68°07'09" East 45.00 feet;

thence South 62°27'05" East 100.56 feet;

thence South 72°00'41" East 128.78 feet to the westerly line of Cecita Crest at Divario Phase 1;

thence southerly the following (9) courses along said westerly line of Cecita Crest at Divario Phase 1;

thence South 17°59'19" West 122.56 feet;

thence South 30°09'15" West 48.11 feet;

thence South 49°49'37" West 165.69 feet;

thence South 40°10'23" East 128.06 feet;

thence South 15°04'57" East 50.96 feet;

thence South 25°23'24" East 149.33 feet;

thence Southeast 885.39 feet along an arc of a 941.00 foot radius curve to the left (center bears North 76°02'33" East, long chord bears South 40°54'45" East 853.09 feet with a central angle of 53°54'36");

thence South 46°16'01" East 51.32 feet;

thence South 71°27'04" East 118.56 feet;

thence South 57°12'12" West 109.67 feet;

thence South 43°57'13" West 30.36 feet;

thence South 00°15'31" East 185.22 feet;

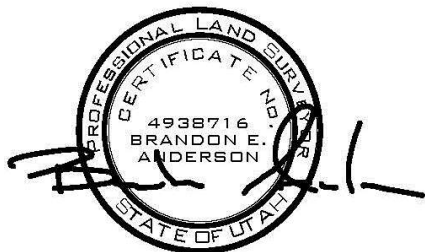
thence South 12°37'03" East 158.84 feet;

thence South 34°53'41" West 187.59 feet;

thence South 34°53'41" West 68.88 feet to the section line;

thence North 88°32'37" West 1,727.00 feet along said section line to the Point of Beginning.

Containing 3,554,047 square feet or 81.59 acres.



January 26, 2021

Exhibit "B"



352 East Riverside Drive, Suite A-2, St. George, Utah 84790

CONCEPTUAL OPINION OF COST

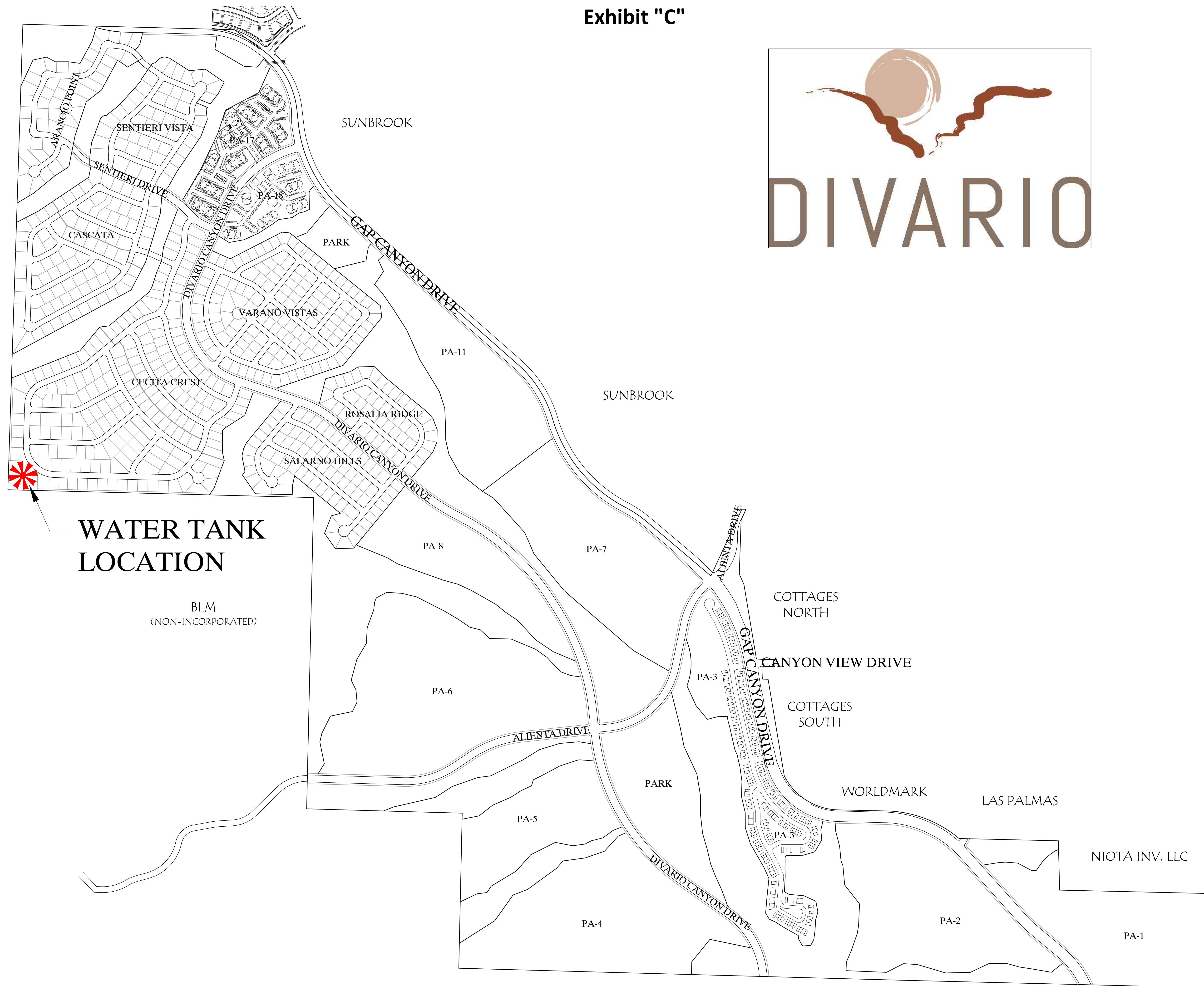
JOB NO: 1286-20-023A
PROJECT: Divario Water Pump Station
Upper Tank and Pipeline

CLIENT: 730 St. George, LLC
PREPARED: Ray Allton
DATE: October 14, 2020

UPPER PRESSURE ZONE TANK ELEV 3135

ITEM	UNITS	QUANTITY	PRICE	TOTAL
1.0 Repurpose Pump Station to Fill Upper Tank	lump	1	25,000.00	25,000
2.0 Tank Structural Concrete (20 ft high x 60 ft diameter)	gallon	400,000	1.10	440,000
3.0 Tank Earthwork (100 ft x 100 ft x 5 ft deep)	cu yd	2,000	8.00	16,000
4.0 Access Road Earthwork (2,800 ft L by 25 ft W x 2 ft deep)	cu yd	5,200	8.00	41,600
5.0 12" Water Line and Fittings (PA-13 bounday to Upper Tank)	ln ft	2,800	62.00	173,600
6.0 Air Release Valve for 12" Water Line	each	1	6,000.00	6,000
7.0 Access Road Base Type 2 6" Thick (2,800 ft L x 20 ft W)	sq ft	56,000	0.75	42,000
8.0 Chain Link Fence and Gate (200 ft x 200 ft)	ln ft	800	28.00	22,400
9.0 Tank SCADA System	lump	1	3,000.00	3,000
10.0				0
Consruction Subtotal				769,600
<i>Mobilization</i>			3%	23,088
<i>Engineering</i>			8%	61,568
<i>Contingency</i>			20%	153,920
TOTAL				1,008,176

Exhibit "C"



**WATER TANK
LOCATION**

BLM
(NON-INCORPORATED)

BLM
(NON-INCORPORATED)

S.I.T.L.A.

J. BURTON &
EVELYN H. BURGESS

DATE:	1/22/21
JOB NO.:	1286
DESIGNED BY:	AMH
CHECKED BY:	
DWG:	Divario Base
DATE:	
REVISIONS:	

ROSENBERG
A S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84700
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

WATER TANK LOCATION EXHIBIT
FOR
DIVARIO AT ST. GEORGE
ST. GEORGE
UTAH