

Cedar City

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

Mayor
Garth O. Green

Council Members
Terri W. Hartley
Craig E. Isom
W. Tyler Melling
R. Scott Phillips
Ronald Riddle

City Manager
Paul Bittmenn

REDEVELOPMENT AGENCY MEETING
SEPTEMBER 13, 2023

5:30 p.m. or as soon thereafter as the meeting is called

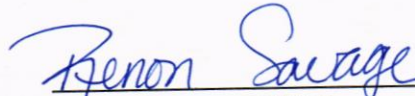
The Cedar City Redevelopment will be held Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah, at 5:30 p.m. or as soon thereafter as the meeting is called.

I. Call to Order

II. Business Agenda

1. Approve an easement for Rocky Mountain Power across Mayor Square. Steve Nelson/Jonathan Stathis

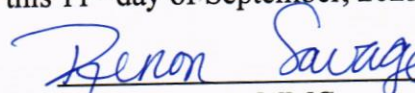
Dated this 11th day of September 2023.



Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 11th day of September, 2023.



Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

Redevelopment Agency

AGENDA ITEM – 1

TO: The RDA

FROM: City Attorney

DATE: September 8, 2023

SUBJECT: Granting Easement for Rocky Mountain Power's access across Mayor Square.

DISCUSSION:

Staff received the necessary legal description for the requested easement. Please note that the requested easement no longer follows the rounded sidewalk on the south end of the property. It now runs along the west side of Mayor Square.

Please consider whether to grant the requested easement.

REV04272023

Return to:

Rocky Mountain Power
Craig Reid
2217 W Kittyhawk Dr Cedar
City, UT 84721

Project Name:

WO#: 8215592

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, CEDAR CITY REDEVELOPMENT AGENCY ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and approximately 73 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in Iron County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" (Legal Description) and "B" (Map) attached hereto and by this reference made a part hereof:

Assessor Parcel No. B-0537-0000-0000

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings, and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors, and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in