The Cedar City Planning Commission held a meeting on Tuesday, June 21st, 2022, at 5:15 p.m., in the City Council Chambers, 10 North Main, Cedar City Utah.

**Members in attendance:** Mary Pearson—Chair, Councilman Craig Isom, Jennie Hendricks, Ray Gardner, Adam Hahn, John Webster  
**Members absent:** Jill Peterson.

**Staff in attendance:** City Manager-Paul Bittmenn; City Attorney-Tyler Romeril, City Planner-Donald Boudreau, City Engineer-Jonathan Stathis, City Engineer-Christian Bennett, and Executive Assistant, Onjulee Pittser.

**Others in attendance:** Laura Henderson, David Warwick, Scott Stewart, David Clarke, Robert Hetticher, Laurel Cosslett, Rod Cosslett, Teri Kenny, Carter Wilkey, Dallas Buckner.

The meeting was called to order at 5:17 p.m.

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<th>ITEM/REQUESTED MOTION</th>
<th>LOCATION/PROJECT</th>
<th>APPLICANT/PRESENTER</th>
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<tr>
<td>I. Regular Items</td>
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<td>1. Approval of Minutes (dated June 7th, 2022)</td>
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<td>(Approval)</td>
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<td>Councilman Isom motions for approval of the minutes from June 7th; Jennie seconds; all in favor for unanimous vote.</td>
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<td>2. PUBLIC HEARING</td>
<td>1945 S. Scenic Dr.</td>
<td>Wayne &amp; Diana Francis</td>
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<td>Zone Change: AT to R-1</td>
<td>(Recommendation)</td>
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<td><strong>Don:</strong> Wayne and Diane couldn’t be here, as they’re out of town. This is the triangle piece at the Middleton area. They’re looking to change the zone that’s in compliance with the GP. They’re AT now, and it gives them some problems with some of their projects.</td>
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<td>Mary opened the public hearing; there were no comments; the public hearing was closed.</td>
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<td><strong>Adam motions for a positive recommendation for the zone change from AT to R-1; Ray seconds; all in favor for unanimous vote.</strong></td>
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<td>3. RV Park – Vicinity</td>
<td>approx. 600 E. 3000 N.</td>
<td>Blue Terra Development/</td>
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<td>(Recommendation)</td>
<td>Cedar Point RV Park</td>
<td>Focus Engineering</td>
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Scott Stewart: We’re proposing to do a high-end RV park approx. 21 acres. We have 2 parcels. The one in color is currently in the City; the portion to the top is in the County. We’re proceeding with the lower parcel which is 17 acres. We’re proposing 172 spaces with a clubhouse and amenities. There will be a children’s play area, pickleball courts, bocce ball, fire pit area. We’re planning to have a putting green and pavilion in the middle. The future piece on the top would add an additional 31 spaces. We have places for a dog park. We’ve allowed appropriate space for the PUE lines. Our clubhouses are beautiful. They are professionally designed. Library, game room, common area for the guests of the park. It’s designed to be a true RV park, transient in nature because it is off I-15. We have 2 other parks that were built in Idaho. We believe it will be a great asset. Mary: It’s a perfect location by the bowling alley and freeway.

Councilmember Isom motions for a positive recommendation for the RV Park Vicinity for Cedar Point RV Park; Jennie seconds; all in favor for unanimous vote.

4. PUBLIC HEARING
Zone Change: R-3-M to SHD
(Recommendation) 400 W. & Harding Ave. Cedar City Town Plat Block 33 Lot 6

Jones/Platt & Platt

Dave Clarke: This is between 300 West and the grass area by the PE building. This is adjacent to the university and within the SIID GP area. Adam: How big is the piece of property? Dave: 0.65 acres. Adam: There was some talk. Did the City change the ordinance for the minimum lot size of the SHD? Don: No.

Mary opened the public hearing.

Laura Henderson: When we are going to address minimum lot size? I think that will affect some of the projects that come before the council. Tyler: If my memory’s correct, it was discussed with City Council, and there wasn’t an interest by 3 of them to move it forward. Mary: Do we take them off the agenda for now? Laura: I had heard that 3 councilmembers that were interested, but I think they were waiting to finish the parking study before it came back. Tyler: That may be the case. I haven’t had those discussions. Maybe when that study is done. Don: We’re taking a look at parking citywide for multi-family housing. There was a question posed if there were economies of scale for parking with larger developments. If they were larger units, could there be more of a mix in those. We’re taking a look at the data from Horrocks Engineers to get it moving. That’s our goal.

Mary closed the public hearing.

Councilmember Isom motions for a positive recommendation for the zone change from R-3-M to SHD; Jennie seconds; all in favor for unanimous vote.

(Approval)

Dave: There’s 483 acres. This was a MP development. This divides 350+ acres on the north for development, MU. The Shurtz Canyon MP drive ties in down around 16th corner. That’s taken into account with the MP. This takes the 482 acres breaks it into 4 development parcels. The developer is...
interested in parcel 2. That precipitated this. That was easier to swallow than getting someone to
develop the whole 482 acres. Craig: Was this a development agreement? Dave: It probably was. It
would have been about 2007 or 2008. Paul: It’s probably long since expired. Dave: Ok.

Councilmember Isom motions to approve the minor lot subdivision; Jennie seconds; all in favor
for unanimous vote.

6. Consider a Development Agreement With Plum Creek LLC
(Recommendation)

Mary: Can we do these together? They’re all public hearings. Tyler: As the commission is aware at
the last PC, there were comments from the commission, and they were uncomfortable rezoning these
without a development agreement. This agreement reflects what we’ve done in the past. The only real
restriction is on density. If you look at Section 4 – Vested Rights and Legislative Powers (refer to exhibit)
under subparagraph A, it breaks down all 4 zones. The first one is the R-2-1 zone, which
would be for 112 SF dwelling units, with a max density of 3.5 units per acre. The second is the
Residential Neighborhood Zone, RNZ, which would have a maximum of 56 SF dwelling units, with an
overall density of 4.24 units per acre. The 3rd parcel that’s proposed to be rezoned R-3-M, would be
678 units, and a max of 12.85 units per acre. The 4th is the CC portion of the project would need to
match what the City ordinance allows as a maximum density. Craig: That’s 10.5 acres. The math
doesn’t work for me. The agreement says the overall number of units per acre does not exceed 3.6. If I
take all the units, I come up with 746 units and divide by the 106.77 acres, I end up with 6.98 units per
acre. That’s inconsistent with the document. Ray: The number I came up with is 8.83 per acre. Tyler:
Are you in the R-2-1 portion? Craig: No. Adam: Is there an overall density? Where does it say that?
Craig: I’m ok with the R-2-1 zone. I come up with 3.7 units per acre, and in the RNZ zone I come up
with 4.24 units per acre. And that agrees. The R-3-M, 52.75 acres, 678 units I come up with 12.85
units per acre. If you took those 3 numbers and averaged them, there’s no way to get 3.6. Tyler: I’ll
just need to strike that sentence. Adam: Where does it say 3.6? Tyler: It’s in Section 3, subparagraph
B. Ray: My numbers are different. Paragraph B section 3 says all lots satisfy the minimum zoning
requirements for R-2-1, which is 7,000 sq. ft. per lot, and if you divide 850 units into the total acreage
and don’t subtract roads or amenities that’s only 4900 sq. ft. per lot. Tyler: There isn’t a plan to go
below what the ordinance requires. Don: Part of it is R-2-1. I guess that piece of language was a hold
out from one of the plans that was all R-2-1. This has a mixture. Ray: This says the residential portion
of the project. Don: If they’re proposing R-3 and the RNZ, it can’t all be R-2-1. Tyler: All lots satisfy
the minimum requirements in the R-2-1 zone. I’ll need to add the RNZ and the R-3-M zone. The
purpose of this is not to allow them to not comply with the ordinances; it’s just restricting density. I’ll
have Engineering run those numbers before we take it to City Council. Mary: Just 3-B is what needs to
be fixed. Ray: I think the math needs to be fixed. Mary: Are you talking in section 4 as well? Craig:
Yes. Tyler: My math adds up for section 4. Adam: It doesn’t add up to the 3.6. Are we going to
strike the 3.6? Tyler: Yes. I’m going to strike it. Mary: The 3 bullet points at the bottom of A, I think
Craig is saying that those don’t work out, right? Craig: No, those do. Tyler: I just need to strike the
sentence of the overall density number. Craig: That works for the project on Tipple Road. Mary:
With all the changes to the development agreement, how do we proceed? Tyler: If the PC is
comfortable moving forward knowing I’m going to make some minor changes before City Council,
which includes striking that last sentence of subparagraph B and add the RNZ and the R-3-M zone, I’m
good with that. Tyler: If the PC is comfortable moving forward. Craig: We could agree to the development agreement pending those

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changes. **Tyler:** Correct. **Ray:** I’m not sure if it applies here, but the density of 52.75 acres is not consistent with the GP.

Adam motions to table item 6 until we move through the public hearings regarding this project tonight; Jennie seconds; all in favor to table until after items 7-14 are handled.

Mary moved forward to handle agenda items #7 - #14 before voting on item #6.

Discussion resumes:

**Tyler:** If the commission is going to approve this based on the votes for the general land use and zone changes, I would suggest we strike the language that deals with the 52.7 acres proposed to be changed to R-3-M. **Mary:** Section 4-A, 3rd bullet point. Strike that. Are you going to make changes to items 3-B and 3-C? **Tyler:** I’ll strike the language of the overall density. **Mary:** Items 3-B-C. **Tyler:** Yes. Mary: Item 3-B-B you’re still ok with R-2-1? **Tyler:** And I’ll add the RNZ. Just so you’re clear, when someone wants a development agreement put together, usually I take a few weeks. With this, it was 2-3 hours. That’s the way it is.

Councilmember Isom motions for a positive recommendation for the revised development agreement between Cedar City and Plum Creek LLC as discussed; Jennie seconds;

**Ray:** How can the developer operate with a hole in it? **Mary:** They’ll have to come back and amend it.

Ray votes AYE; all in favor for unanimous vote.

7. PUBLIC HEARING
General Land Use Amend approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
Low Density Residential to Medium Density Residential (Recommendation)

**Lance Duffield:** The original proposal was the 4 pieces totaling 106 acres. We’re asking for the GP amendment to be changed from moderate and high-density housing with a small 10-acre area of CC along Lund Hwy. The notion on the R-2-1 area is SF housing. This was sketched out to comply with the existing zoning ordinance. The same with the Neighborhood zoning. For the density we took the gross area, divided by 3500 for a minimum lot size. We’ll look at that a bit more and I believe they’re leaning more toward expanding area 1 and not with minimum lots. We’re thinking about 3500 sq. ft. lots. This seems to alleviate some parking and driveway issues. **Jennie:** What zone are you talking about? **Lance:** The family neighborhood zone. **Craig:** That’s all SF, right? **Lance:** The green in the corner. We have an element of a 4.5-to-5-acre park and detention facility that we’ve proposed somewhere in there to reduce some density a bit. After our last discussions about how flat we are, that’s an element that will show in our MP. Right now, it shows in the 13.5 acres in the lower left corner. The biggest item of discussion is a request for R-3. There’s a lot of resistance for R-3 at the level of the zoning ordinance at 24 units per acre. Our intention is to set densities by area, reducing density with a maximum density out by a CC area of 18 units per acre. As we get closer to the SF elements down to 10 units an acre. Average density on R-3 is 12 units per acre. That’s half of the R-3 zoning. We think there’s a market for the high-density product we’re proposing. Larger townhouses adjacent to SF areas with higher density maybe rental units and smaller townhouses close to CC and

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adjacent to the I&M district. That’s what we’ve proposed with the maximum density for the whole project for 850 units total. We could debate the exact number. I come up with 7.93 units per acre as overall density. We’ll work that out. **Craig:** I’m intrigued with the RNZ as the first foray into that zone. We can expect some creativity. **Lance:** We discussed this a couple weeks ago and looked at the product mix we would do, which is why we’ve modified that from 3500 sq. ft. lots to get to 4500 if we stay at 70 deep, that will get us up to 60 wide. It will allow for a more traditional SF homes with 3-4 bedrooms, 2-car garage, 2.5 baths. The smallest lots of 3500 would be staying in the 2-bedroom, single bath, 1-car garage, more of an entry level product. We think they’ll sell well. It’s something we need here. It will allow us to get to a more affordable level to interlevel housing in the SF market. It’s a work in progress for all of us.

Mary opened the public hearing.

**Carter Wilkey:** Assuming on item #10, you’re missing the Z on the RN. I’m surprised that there’s not too many here tonight. Did all neighbors get their notice? **Tyler:** They were here 2 weeks ago. We didn’t have to advertise it as a public hearing again. **Carter:** Can you explain the development agreement? **Tyler:** It’s recorded on the property for a 10-year agreement. If it’s not utilized within 10 years, we’ll go through the rezoning process. **Carter:** There was a development that came through adjacent to this piece. The next day it was put on the market and sold. I was wondering how that works with this development agreement if it was sold it would continue on. **Craig:** It locks people in. **Carter:** I agree. You’re creating an RDO without an RDO. On the steering committee we talked about how to get developers moving in this direction, so we don’t have 100 acres of the same thing. **Don:** Looking at the overall unit count and commercial component do you anticipate residential housing in that commercial area? It does allow for it, and we’re looking at the total unit count out here. **Lance:** The majority of the property in the CC zone along Lund is in the approach zone, so I don’t see them going in the direction of that with putting housing on top of it. That’s not our intention, except for my unit to overlook the project. **Don:** The Engineering division thought it could support 9 units per acre. **Christian:** The sewer density is 9 overall, and 15 units in high density residential. **Don:** Was the maximum 18 in the R-3? **Lance:** That was the maximum with somewhere around 12 units per acre in the R-3. **Don:** In the agreement it calls for a concept plan. Is that something you’re working on for Council? **Lance:** I have a rough road plan and utilities plan and preliminary layouts of what it looks like and where CC goes where most of the dense townhouse units would go. Transitioning to less density. **Don:** That’s something the council would want to see part of the agreement.

Mary closed the public hearing.

**Ray:** I’d still like to hear a comment about the GP questions. Right now, it’s all low density. **Don:** That’s correct. **Tyler:** That’s the purpose of bringing this before the PC to change the GP. If approved the agreement acts as a tool to enforce density. **Jennie:** At our last meeting we had some folks from the surrounding subdivisions talking about access and roads not supporting that level of density. **Don:** I don’t have any specifics. It would have to be built to engineering standards. Without a concept plan I don’t know. **Jonathan:** Lund Hwy. is a MP road, and 800 North on the south edge of the property is MP as well. It’s been planned to carry the traffic. We haven’t seen their conceptual layout, so we don’t know the internal makeup of the streets within the development. That would be something we’d like to see before it goes to City Council. **Jennie:** I’m leaning with Ray. I’m troubled with going to low density on 106 acres. **Craig:** R-3 is52.75. **Jennie:** And nearly half of it to high density. Recognizing the high density is below the allowable. **Craig:** I understand that. I like the variety of this development.
and what will be reasonably priced units as part of the development. Jennie: I like the product mix and the feathering process out there, but I’m troubled with the amount of high density in an R-1, MP low density. Adam: I’m with you Jennie. When this came to us 2 weeks ago, I said that this is exactly an island. There’s no other R-3 near this. The closest would be on the corner of 1600 and Lund Hwy. That’s a major transportation route. That’s not the concept of feathering. I looked at the property quite a bit. I’d like to disclose that I live in Equestrian Point and close to the area. The one thing that I liked where the purple on the right, to the right is a gravel pit. It’s hard to sell R-1 next to a gravel pit. I’m uncomfortable with the amount of R-3 we’re putting out there. Jennie: I like the R-3 on the E side next to commercial, but that’s a huge chunk in the MP low density. Adam: It doesn’t feel like feathering. Ray: I’m not sure the low density on the left would feel comfortable that it doesn’t feather enough. With the numbers they gave us, the math may be funny. The 678 that’s a lot of units. Adding in total 112 units in 30 acres, cut the 52-acre piece in half cut that even more down 300. I think it’s too big of an island. We do need some R-3 to buffer the CC zone. Not for SF. Craig: Do we vote on them by parcel? Adam: Vote by item. Dave: You could say we’re splitting the R-3. Subjective to the dimension, it puts a lot of separation from R-3 to R-1. Are you saying you want a certain amount of extra feet? It is feathered. They’re close. The SW corner is all SF because of the R-2-1 and RNZ. Still a SF product and is now Empire is R-2-2 those are twin homes and some small R-2-1. I just think you want to say it’s too much. Engineering says it will support 9 units per acre. We’re right in there with what the city facilities can handle. They can come out to Lund and go down to the stop light vs. any other way to make a left on Hwy 56. That will be the main route. It creates less of an impact on Monte Vista and 3900 West. The City’s in the process of widening Lund and creating a left turn pocket. That’s the MP major corridor. Don: Is some of that R-3-M proposed as SF? Dave: No. This area R-2-1 and the RNZ. Don: I didn’t know if you were going to put any R-3-1 type products in there. Dave: I haven’t seen what’s been proposed. Mary: We’ll handle 7 & 8 first.

Councilmember Isom motions for a positive recommendation for the general land use amendment from low density residential to medium density residential; Jennie seconds; all in favor for unanimous vote.

8. PUBLIC HEARING
Zone Change: MPD to R-2-1 approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt (Recommendation)

This item was discussed with item #7.

Councilmember Isom motions for a positive recommendation for the zone change; Jennie seconds; all in favor for unanimous vote.

9. PUBLIC HEARING
General Land Use Amend Low Density Residential to High Density Residential approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt (Recommendation)

Jennie: The RNZ is considered high density, correct? Don: The way the RNZ was set up for 2 categories on the GP: medium density and high density. What is allowed in the RNZ is dependent upon what the GP designation is. If the RNZ is proposed in the medium density, the land use for SF homes
on lots that are 4500 sq. ft. If it’s a high-density lot that changes to 3500 sq. ft. **Mary:** This is low density to high density. **Jennie:** The general land use now is low density, but we’re changing it to high. **Craig:** The lot sizes would be 4500 sq. ft rather than 3600. **Lance:** We’d like to do a mix. **Don:** If you change to high density, the lot sizes in the RNZ could be down to 3500. **Jennie:** Could we put in the development agreement something that Lance said in the RNZ where it will be a mix so it’s not so dense? **Christian:** The only protection we have in the development agreement is the overall density in each zone. **Don:** We’d have to add something.

**Councilmember Isom motions for a positive recommendation for the general land use amendment from low density residential to high density residential; Adam seconds; all in favor for unanimous vote.**

10. PUBLIC HEARING
Zone Change: MPD to RNZ
(Recommendation)

approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt

This item was discussed with item #9.

**Councilmember Isom motions for a positive recommendation for the zone change from MPD to RNZ; Adam seconds;**

**Jennie:** If I vote AYE, I’d like some mechanism to enforce what Lance has told us he wants to do. **Mary:** Can we do that with a motion? I have one with a condition. **Craig:** Amend my motion by saying the development agreement will govern that. **Tyler:** The commission can state 4500 sq. ft. lots or whatever the commission feels is a good fit and make that recommendation. **Craig:** I’m ready to hold them to what’s in the development agreement. **Paul:** You can have the developer disclose their numbers. **Adam:** You can do about 12 homes per acre in the RNZ zone, and this agreement limits them to 4, that will force them to change the lot size. **Jennie:** Ok. I vote AYE.

All in favor for unanimous vote.

11. PUBLIC HEARING
General Land Use Amend
Low Density Residential to
High Density Residential
(Recommendation)

approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt

This item was discussed in items #7-#10.

**Adam motions for a negative recommendation for the general land use amendment from low density residential to high density residential; Jennie seconds; Craig voted NAY; all others vote AYE; motion passes for negative recommendation.**

12. PUBLIC HEARING
Zone Change: AT to R-3-M
(Recommendation)

approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
Adam motions for a negative recommendation for the zone change from AT to R-3-M; Jennie seconds; Craig voted NAY; all others vote AYE; motion passes for negative recommendation.

13. PUBLIC HEARING
General Land Use Amend
Low Density Residential to
Central Commercial
(Recommendation)

This item was discussed in items #7-#10.

Councilmember Isom motions for a positive recommendation for the general land use amendment; Jennie seconds; all in favor for unanimous vote.

14. PUBLIC HEARING
Zone Change: AT to CC
(Recommendation)

This item was discussed in items #7-#10.

Councilmember Isom motions for a positive recommendation for the zone change from AT to CC; Jennie seconds; all in favor for unanimous vote.

15. PUBLIC HEARING
Ordinance Text Amendment
Chapter 32-4-F-3 (Fencing)
(Recommendation)

Dallas: This pertains to the corridor on Hwy. 56. We went to BOA to get a variance for The Village on 56 project. We’re now working on several projects at Iron West, which have frontage along 56, and through zone changes and minor lots and vicinity plans that have come through. We have a few different projects, a commercial project and apartment building complex. The way the ordinance currently reads we’ve got a 10’ setback for a landscape strip within the property and on the other commercial parcels and on townhome parcels. We’re trying to carve out a corridor, where instead of setting aside a 10-ft. landscape strip and block wall on the developer’s property, we put the block wall on the ROW line and landscaped to the top of the irrigation ditch or back of sidewalk, whichever’s closer. {Refer to Exhibit B}. This project is on the S of 56, and there’s about 45’ of additional ROW from the existing edge of asphalt to property line. There’s an asphalt shoulder, so to travel width, you’re about 55-ish feet. For Hwy. 56 to be widened to its full ROW width and landscape strips to be taken out, it will be a long time. If you do an R-1 project, you have a fence along the ROW. The apartment complex jogs in10-ft. It seems we could make better use of that space and have more landscape that people will see. With the Village on 56 we had property line set the fence back and now there’s 40’ of sagebrush before getting to the 1st travel lane. If you’re on the north or south, it’s the same thing. Hwy. 56 corridor is a 200’ ROW, so there’s a lot of ways to expand in both directions. We’d have a better product and more backyard space to utilize on those projects. One thing that came up is UDOT does not contract with private entities to maintain landscaping, so it would be an
agreement from UDOT to the City, then the City to the developer or HOA, whoever owns that. That’s common throughout the city. If this passes, we’d place our fences on property line, an agreement to landscape and we wouldn’t have a 10’ landscape strip. **Dallas:** These houses have fencing on the ROW. The Village on 56 is the small piece. From our property line we had to set the wall back 10’, have a landscape strip but there’s still the existing native vegetation and irrigation ditch. This is the R-3 portion we had zone changed to have commercial. The existing entry road comes through, and an R-3 project plan west. Through this corridor it would be nice to utilize that space, put the walls on property line and landscape at top of slope. **Jennie:** So, that will push the wall closer to 56 and someone will have an agreement with UDOT to maintain from the wall going north to 56? **Dallas:** There’s an existing irrigation ditch on the south of 56. We’d landscape from our property line to top of slope. **Jennie:** Is there an HOA at Iron West? **Dallas:** The corner is planned to be an apartment complex. In this scenario, that entity would be responsible for landscape. To the west are commercial parcels those would be private entities. Whether they’ll be carved into smaller lots I don’t know. One large parcel on the north. When you come across the entry road, the west portion would be a PUD. **Ray:** It would be nice if there was a way to make the strip you’re creating consistent all the way down 56. I don’t know how you’d do that, but it would make 56 nicer. **Dallas:** That’s the intent. As that gets built out you’ll have consistent corridor. On Lamplight, the residential on property line jogs west and jogs back this is already under construction. The intent is to keep it all as one. If more R-1 is built further west, you’ll have a fence line that’s consistent all the way down. That flags commercial and the PUD ordinance. You have to account for the 10’ setback. **Ray:** I’m talking about planning itself. **Jennie:** That would be a UDOT thing. **Dallas:** On the PUD, we proposed 30’ spacing of trees. **Don:** It doesn’t call out the species.

*Mary opened the public hearing.*

**Carter:** As it stands everything happens in the owner’s property line. Being a property owner is responsible for it. If they’re allowed to put it on property line it gives them more land and more landscaping than they have to not on their property. Once it’s in and done, who maintains it? **Jennie:** UDOT has agreement with the City, then the City has an agreement with the HOA. **Carter:** You can’t go after the owner. **Adam:** Who’s property is it? **Paul:** UDOT will let us landscape it. Until they vacate it, it’s theirs. They only contract with a municipality to do landscaping in their ROW. We’ve talked to UDOT in the past, and they don’t mind contracting with a 3rd party to be responsible. Cedar City Corp. doesn’t want an island of weeds and trees to maintain. If there’s a responsible corporate entity, like an HOA or apartment owner, we subcontract with them. **Carter:** This will apply to all of Hwy 56. Right here there are PUDs that cover this. What about the rest? That’s my concern. Who maintains it? The developer will gain land but put in more landscaping. **Dallas:** If someone did R-1, they could put a fence and no landscaping. Carveouts in the ordinance attach to commercial and PUDs trying to put this in. If you do R-1 against the ROW, you’d need to put up a fence. **Adam:** With the ordinance without revision, they can put up a 10’ fence on property line. Who landscapes the 10’? **Dallas:** They do and maintain it. **Adam:** That’s in ordinance. They’re moving to property line and increasing usable land; it’s not decreasing landscaping or increasing. **Dallas:** I think increasing. They’re only required to have a 10’ strip. **Adam:** You’re proposing to landscape property they don’t own. **Dallas:** UDOT. Top of slope on the irrigation ditch. **Adam:** I think it will increase landscaping, usable land, and create a better product for the City. **Don:** It’s a huge ROW, and if UDOT needs that, I don’t know. They’ll have deceleration lanes out there. Right turn pocket. If they needed that, the landscape could go away and you’d have a wall at the ROW, potentially at sidewalk. There’s a big piece full of sagebrush, notice those like Center St. It’s more of an aesthetic concern if landscape
buffers or not. The way the ordinance is now you end up with a fence on the ROW line. We already see pieces like that in the City. With a landscape buffer it really works like along Cross Hollow. You have the nice landscape strip. Dallas: Crescent Hills. Don: The way it’s written now, you end up with a fence issue. Dallas: With the ROW width 100’ half width from our property line to edge of asphalt is 40’ travel lanes are 12-13 ft. wide if 45-ft. could get 3 additional lanes on our side. In order for 56 to expand 3 lanes on both sides and 5 lanes each direction. That’s the long way of having it before you get to the corridor.

Mary closed the public hearing.

Jennie motions for a positive recommendation for the Ordinance Text Amendment pertaining to fencing requirements; Adam seconds; all in favor for unanimous vote.

16. Minor Subd./ROS
(Main St. & Nichols Canyon Rd.) Abrams/GO Civil
(Proposal)

Dallas: This is a project that we’ve done near Falcon Circle. The intent is to have big parcels, purchase commercial and do a minor subdivision to achieve those parcels. We have 5 parcels on this minor subdivision zoned for commercial. We’ve been working on this project for many years. There’s a 30’ trail easement that was shown on some different documents, but there was never a formal document that dedicated the 30’ trail easement. Main Street used to come through, and that’s part of the reason. Several parcels are under contract and those people have done due diligence on the title report. We’ve gotten technical approval from the City Surveyor. We’re preparing the deeds and just waiting to hear back from the parcels on contract that they’re ok. We’ll get contingent approval that it won’t impact lot sizes, lot geometry, sq. ft. by putting the 30’ easement adjacent to I-15. Jennie: Are these 2 things or a minor lot? Dallas: I don’t know the best way. Jonathan: The main issue we have is there are no signed deeds. We’re not going to be able to sign the deeds until all buyers agree to it. Dallas: We have maps to take to the City and file as a ROS. The actual map filed is the conveying document. The trail shown here we’re just making sure we have a dedicating trail easement. We’ve submitted the mylar with the City. Jennie: Has anyone weighed in on trails? Dallas: No. Mary: This is an approval. Jennie: The minor lot subdivision is what we’re waiting for the deeds. Dallas: The deeds need to be signed and notarized. The developer lives out of state, and it’s been tough coordinating with shipping. We’re looking for approval for the minor subdivision.

Jennie motions for a positive recommendation for the minor subdivision/ROS; Councilmember Isom seconds; all in favor for unanimous vote.

17. Subd. – Vicinity
(approx. 800 E. Nichols Canyon Rd.) Nichols/GO Civil
(Recommendation)
(Fiddlers Cove Phases 3 & 4)

Dallas: We came through with a road dedication and vicinity plans for phases 1 & 2 on the other side. This is shown with the gray line. Phases 3 & 4 are an extension up each of the canyons or draws. We’ll bring a road around to Sandstone Cliffs coming off the Shadow Cove PUD. We run this back until the contours get too steep. I’d like to mention that this is part of the Nichols RDO. I believe it’s zoned for R-3. Lots are 12,000-15,000 sq. ft. partly due to topography.

Planning Commission
June 21st, 2022
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Councilmember Isom motions for a positive recommendation for the subdivision vicinity at Fiddlers Cove Phases 3 & 4; Jennie seconds; all in favor for unanimous vote.

18. Detailed Minor Lot – Final (Approval) approx. 350 N. 4375 W. Windmill Plaza/GO Civil

Dallas: This was brought through PC for the initial recommendation. Took road dedication to City Council which was approved, and now coming back to the PC for approval, because a detailed minor lot works similar to a vicinity plan final plat. This previously received a positive recommendation. This is the apartment parcel we’re talking about for the fencing. There are fees and bonding required on this. The fees were paid this afternoon and the developer’s working on bonding. With detailed minor lots, they’re different than simple minor subdivision, and there’s an FAA clearance required. We have submitted but not received it. We’re asking for an approval on this pending an FAA clearance. Once we get it, we’ll provide it.

Christian: There’s also a temporary 2nd access that was discussed down Center St. Dallas: Yes. Part of the construction drawings with the road we’re installing, we’re putting the secondary access that goes down and ties into Center St. on the south of Lamplight. We’ve put together a legal description for that, but that’s a document that needs to be recorded and then provided to the City. Mary: This is pending FAA approval and the secondary access. Dallas: Yes. The secondary access easement.

Councilmember Isom recommends a positive approval to include the secondary access and FAA clearance; Jennie seconds; all in favor for unanimous vote.

II. CITY ITEMS

1. Disposal of City Property B-1905-0000-0000 – North of Fiddler’s Canyon Subdivision
(Recommendation)

Mary: We’re discussing 1-3. Paul Bittmenn: Cedar City approached the State Trust Lands a while ago and asked what they wanted for the property on Main Street. Trust lands owns all of the property behind there, including the church lands and most across the street. We asked if they would consider disposing of that, they said they would, but wanted to see if the City would trade property. They were also interested in acquiring this piece. This is 40-acres E of Main Street, north of Ashdown and Canyon Gate Subdivision. It was SITLA’s until 8 or 9 years ago, they traded it to Cedar City and now, we’re offering to trade it back. SITLA would like to consider as part of this trade, trading the piece on the hillside behind Walmart, the DI, and Home Depot. They want us to dispose these 2 pieces, but it’s all contingent on appraisals so values equalize out in the end. From the City’s perspective it’s also contingent upon putting it out for a public bid process on any of the lands we dispose of. We rarely do it on our own. We do it because people approach us. We’re considering putting up these 2 parcels for public consumption. Craig: Don’t we own property north in Fiddlers? Paul: SITLA owns a lot, the City owns some; there’s also some private ownership. Adam: That’s where a park was supposed to go. Paul: It was, but the plan now is to relocate the park to Main Street. In terms of rock content in the Fiddlers Canyon area, Main Street’s less rocky than upstream, which is also flatter for us by Main Street and easier for us to develop. It has better access. Craig: I talked to Phil Schmidt about this
piece, and he said it would need an incredible amount of dirt work. **Paul:** That’s our proposal. Dispose of the 2 parcels, put it out for public bid, and we anticipate a bid from SITLA. The piece down by Main Street, then equalize the values with cash.

**Councilmember Isom motions for a positive recommendation for the disposal of City property for this parcel; Jennie seconds; all in favor for unanimous vote.**

2. **Disposal of City Property**
   
   (Recommendation)
   
   B-1459-0000-0000 – property behind Wal-Mart
   
   *This item was discussed with City Item #1.*

**Councilmember Isom motions for a positive recommendation for the disposal of City property for this parcel; Jennie seconds; all in favor for unanimous vote.**

3. **Road Vacation**
   
   (Recommendation)
   
   South Side of Cross Hollow Arena
   
   Approx. 100 S., West of Cross Hollow Rd.
   
   Parcel #B-1643-00RD-0001
   
   **City Staff**

   **Paul:** This is the arena, and all the property south is the Armbrust property. A long time ago, the streets MP showed Center St. going through there, East to West. Currently, the streets MP has the road to the south of that and meanders over the top. The ROW was deeded to us by Armbrust back when the street MP goes straight through. They would like it back. We only have an interest as a municipality in that piece of property for a dedicated public street. We could build a road there, or things that you would anticipate seeing in a road, like c/g/s and utilities. We could not expand the arena south and don’t have any other use for the land when the MP shows it shifting to the south. If we vacate our interest in it, it reverts to the previous owner, which would be the Armbrust family. **Mary:** This is not the road that Tim Watson brought it up. It was going to be the access point to Westview. Is it not that road? **Paul:** Yes and no. This is the old road on the MP. You see the green one that “S”s around, that’s the MP road now. The old one came straight over the top.

**Adam motions for a positive recommendation for the road vacation on this parcel; Councilmember Isom seconds; all in favor for unanimous vote.**

4. **PUBLIC HEARING**

   Consider an Ordinance Text Amendment to Section 26-III-9 pertaining to Accessory Dwelling Units (ADUs) in the Residential Estate (RE) Zone
   
   (Recommendation)
   
   **Don Boudreau**

   **Don:** Months ago, the City passed an ordinance for detached Accessory Dwelling Units (ADUs), and typically, the ordinance is a hierarchy. If it’s allowed in the R-1, it carries through. This language is being proposed for the RE zone, because it doesn’t entertain everything in the R-1 zone. This is some cleanup to allow ADU’s in the RE zone. The only change to the original language is that they would be
no greater than 1200 sq. ft. In our other zones, you can do a guest house up to 800 sq. ft. Our logic on the previous rendition is we would allow the ADUs at 800, the same as the guesthouse size limitation. The RE zone allows a guest house of 1200 sq. ft., and the proposal is to allow the ADU’s the 1200 sq. ft. with the similar logic we passed previously. 2-bedroom max; 1 parking space per bedroom. There’s a 16’ limit parking behind the house. Mary: It’s just that we’re going from 800 to 1200. Don: Correct.

Mary opened the public hearing; no comments were made; the public hearing was closed.

Jennie motions for a positive recommendation for an Ordinance Text Amendment to Section 26-III-9 pertaining to ADUs; Adam seconds; all in favor for unanimous vote.

5. Training on the Municipal Officers’ and Employees’ Ethics Act
   And the Open and Public Meetings Act

Tyler asked to have this item tabled until the next PC.

Adam: Before we adjourn, I’d like to publicly thank Mary for her 9 years of service on the commission and wish her all the best. Mary: It’s been a delight to work with all of you. Change is good.

The meeting was adjourned at 6:55 p.m.

Onjulee Pittser, Executive Assistant
CEDAR POINT RV PARK
concept plan G

6/21/2022
22-088

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.
CEDAR POINT RV PARK  typical RV pad layout

CEDAR CITY, IRON COUNTY
6/21/2022

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.
LEGAL DESCRIPTION

COMMENCING S.0°45'06"E. ALONG THE EAST LINE OF 400 WEST 455 FEET FROM THE NORTHWEST CORNER BLOCK 33, PLAT B, CEDAR CITY TOWN SURVEY, THENCE N.89°45'10"E. 198.27 FEET, THENCE S.0°40'08"E. 190.51 FEET, THENCE S.89°45'28"W. 94.00 FEET, THENCE N.0°44'44"W. 91.50 FEET, THENCE S.89°45'18"W. 104.00', THENCE N.0°45'06"W. 99.00 FEET, THENCE ALONG THE EAST LINE OF 400 WEST STREET 99.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.65 ACRES OF LAND
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ______ day of __________________ 2022 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as “City” and Plum Creek LLC, a Utah limited liability company, hereafter referred to as “Developer”. The Developer is the owner of 106 acres of property located in Cedar City in the vicinity of 800 North Lund Highway (the “Project”). The City and Developer are sometimes collectively referred to in this Agreement as the “Parties”.

RECITALS

A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-9a-102(2) as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.

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

C. The Project is arranged on Iron County Parcel Numbers B-1885-0000-0000 (60.23 acres), B-1885-0008-0000 (20.54 acres), B-1885-0011-0000 (15.82 acres), B-1886-0000-0000 (9.43 acres), and B-1886-0004-0000 (19.36 acres) located on or about 800 North Lund Highway, Cedar City, Utah, with the legal description being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

D. Parties acknowledge that on July 13, 2022, the City Council approved the Project Property to be rezoned as follows:

- 30.31 acres from Master Planned Development (MPD) to Dwelling, Single Unit (R-2-1),
- 13.20 acres from Master Planned Development (MPD) to Residential Neighborhood (RNZ),
- 52.75 acres from Annex Transition (AT) to Dwelling, Multiple Unit (R-3-M), and
- 10.51 acres from Annex Transition (AT) to Central Commercial (CC),

with the understanding that the Parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land uses, densities, and a mixture of commercial and residential uses within the Project.

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

F. Developer and City desire to allow the Developer to make improvements to the Property and develop the Project pursuant to City ordinance, policies, standards, and procedures.
G. The Cedar City Council has authorized the negotiation of and adoption of a development agreement which advances the policies, goals, and objectives of the Cedar City General Plan, and preserve and maintain the atmosphere desired by the citizens of the City. Moreover, the Developer has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.

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

AGREEMENT

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

I. Recitals.

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

II. Exhibits.

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

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Resolution
- Exhibit C – Preliminary Layout Plan

III. Developer Obligations.

A. Completion of the Project. Developer agrees to construct and complete the Project in accordance with the Preliminary Layout Plan and dedicate to the City all roads and other applicable public infrastructure included within the Project, to the extent that such roads and other public infrastructure are located outside any proposed Planned Unit Development (PUD) and are to be operated by the City. On July 13, 2022, the Cedar City Council granted the requested zone changes on the Project’s Property contingent upon the satisfaction of certain conditions. Developer hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:

i. the residential portion of the project may only contain single-family dwelling units built in compliance with the R-2-1 zoning standards,
ii. The overall residential density of the Project shall not exceed 850 units,
iii. Developer is required to provide open space, services, and amenities for the use by the residents of the Project as set out in the Preliminary Layout Plan and by City ordinance, and
iv. Developer agrees to satisfy all requirements and conditions imposed by the City Council pursuant to the City’s ordinances, policies, standards, and procedures.
Developer acknowledges that over time City ordinances, policies, standards, and procedures may change. Developer’s vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.

B. **Project Density and Lot Arrangement.** The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that shown in the Preliminary Layout Plan due to the final road locations, market forces, and other factors that are unforeseeable. Developer may transfer the location of the single-family dwelling units between and among the phases so long as (a) no transfer shall allow the Project to exceed the Maximum Residential Dwelling Units set forth in this Agreement, and (b) all lots satisfy the minimum zoning requirements as specified in the R-2-1 zone, and (c) the Project’s overall number of units per acre does not exceed 3.6 as set forth in this Agreement.

IV. **Vested Rights and Reserved Legislative Powers.**

A. **Zoning; Vested Rights.** The City has agreed to zone the Property as follows:

- 30.31 acres from Master Planned Development (MPD) to Dwelling, Single Unit (R-2-1),
- 13.20 acres from Master Planned Development (MPD) to Residential Neighborhood (RNZ),
- 52.75 acres from Annex Transition (AT) to Dwelling, Multiple Unit (R-3-M), and
- 10.51 acres from Annex Transition (AT) to Central Commercial (CC),

as shown on the City’s zoning map and the zoning for City accommodates and allows all development contemplated by City ordinance, City engineering standards, and this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. 10-9a-509. As of the date of this Agreement, City confirms that the uses, configurations, densities, and other development standards reflected in this Agreement are approved under, and consistent with, City’s existing laws, Zoning Map, and General Plan including, without limitation, the proposal allowing for:

- 112 single-family dwelling units and a maximum overall density of 3.7 units per acre within 30.31 acres of Dwelling Single Unit (R-2-1) property within the Project Property,
- 56 single-family dwelling units and a maximum overall density of 4.24 units per acre within 13.20 acres of Residential Neighborhood (RNZ) property within the Project Property,
- 678 dwelling, multiple units and a maximum overall density of 12.85 units per acre within 52.75 acres of the Dwelling, Multiple Unit (R-3-M) property within the Project Property,
• a maximum overall density as allowed by City ordinance within 10.51 acres of the Central Commercial (CC) property within the Project Property.

At the completion of all of the development on the entire project in accordance with the approved plans, Developer shall be entitled to have developed the maximum residential units as specified in and pursuant to this Agreement. This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.

B. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City’s land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a)(i), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

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

V. Term.

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Iron County Recorder’s Office. For good cause, the City Council may grant an extension of the ten (10) year term limit.
The Parties acknowledge that if this agreement were to terminate, any unplatted land will go through the legal process to revert back to the City’s Master Planned Development (MPD), and Annex Transition (AT) zones.

VI. General Provisions.

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

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

If to Developer: Plum Creek LLC  
201 South Main St. Suite 2000  
Salt Lake City, UT 84111

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

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

C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same or any other provision of this Agreement.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals
executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

F. ** Entire Agreement.** This Agreement, including exhibits, constitutes the entire Agreement between the Parties.

G. **Amendment of this Agreement.** This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder’s Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.

H. **Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer’s ability to complete the Project is not defeated by such severance.

I. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.

J. **Remedies.** If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

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

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

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

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

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

[Signatures on following pages]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above:

DEVELOPER:

Plum Creek, LLC

By: ____________________________
    Walt Plumb

STATE OF UTAH

:ss.

COUNTY OF ___________)  

On this _____ day of ____________ 2022, personally appeared before me __________________________, who duly acknowledged to me that he signed the above and foregoing document.

______________________________
NOTARY PUBLIC

By: ____________________________
    Phil Plumb

STATE OF UTAH

:ss.

COUNTY OF ___________)  

On this _____ day of ____________ 2022, personally appeared before me __________________________, who duly acknowledged to me that he signed the above and foregoing document.

______________________________
NOTARY PUBLIC
STATE OF UTAH

: ss.
COUNTY OF __________

On this __ day of ____________ 2022, personally appeared before me ________________ who duly acknowledged to me that he signed the above and foregoing document.

________________________
NOTARY PUBLIC

By: ________________________

Joel Metcalf
STATE OF UTAH )
:ss.
COUNTY OF IRON )

This is to certify that on the ____ day of July 2022, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Garth O. Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.
I, GARTH GREEN, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT IS CORRECT AND HAS BEEN EXAMINED AND ACCEPTED BY ME THIS THE ________ DAY OF ________________________________, 2021.

I, JONATHAN STATHIS, CEDAR CITY ENGINEER, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT IS CORRECT AND HAS BEEN EXAMINED AND ACCEPTED BY ME THIS THE ________ DAY OF ________________________________, 2021.

I, CLAY TOLBERT, DEPUTY COUNTY SURVEYOR, DO HEREBY APPROVE THIS ANNEXATION THIS THE ________ DAY OF ________________________________, 2021.

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS ANNEXATION HAS BEEN RECORD EXAMINED AND ACCEPTED BY ME THIS THE ________ DAY OF ________________________________, 2021.
ZONE CHANGE/ GENERAL PLAN AMENDMENT
FOR
REDSTONE CAPITAL LLC
LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH

ZONE CHANGE DEED DESCRIPTION 2.63 AC

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, THENCE SOUTH 90°00'00" WEST, 2679.92 FEET TO THE POINT OF BEGINNING. 

ZONE JUSTIFICATION

I, MARY PEARSON, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THE ZONE CHANGE AND PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, IS JUSTIFIED.

CERTIFICATE OF ACCEPTANCE

THE ZONE CHANGE AND GENERAL PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, HAS BEEN APPROVED BY THE CEDAR CITY PLANNING COMMISSION AND THE CEDAR CITY COUNCIL.

PLANNING COMMISSION APPROVAL

I, ______________________, DO HEREBY CERTIFY THAT THE ZONE CHANGE AND GENERAL PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, HAS BEEN APPROVED BY THE CEDAR CITY PLANNING COMMISSION ON THE ___ DAY OF ___________, 20_____.

CITY ATTORNEY'S APPROVAL

I, ______________________, DO HEREBY CERTIFY THAT THE ZONE CHANGE AND GENERAL PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, HAS BEEN APPROVED BY THE CEDAR CITY COUNCIL ON THE ___ DAY OF ___________, 20_____.

I, ______________________, DO HEREBY CERTIFY THAT THIS ZONE CHANGE HAS BEEN APPROVED BY SAID COMMISSION.

I, ______________________, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS ZONE CHANGE AND THAT SAID PLAT MEETS THE REQUIREMENTS OF THE ZONING CODE.

I, ______________________, DO HEREBY CERTIFY THAT THIS ZONE CHANGE AND GENERAL PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, MEETS THE CONDITIONS OF THE ZONING CODE.

I, ______________________, DO HEREBY CERTIFY THAT THIS ZONE CHANGE AND GENERAL PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, MEETS THE CONDITIONS OF THE ZONING CODE.

I, ______________________, DO HEREBY CERTIFY THAT THIS ZONE CHANGE AND GENERAL PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, MEETS THE CONDITIONS OF THE ZONING CODE.

I, ______________________, DO HEREBY CERTIFY THAT THIS ZONE CHANGE AND GENERAL PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, MEETS THE CONDITIONS OF THE ZONING CODE.

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I, ______________________, DO HEREBY CERTIFY THAT THIS ZONE CHANGE AND GENERAL PLAN AMENDMENT TO REDSTONE CAPITAL LLC, FOR CANAL COMMERCIAL AVENUE, LOCATED IN SECTION 35, T35S, R11W, SLM, CEDAR CITY, UTAH, MEETS THE CONDITIONS OF THE ZONING CODE.
MINOR SUBDIVISION & ROAD DEDICATION
FOR
WINDMILL PLAZA LLC
LOCATED IN THE SW1/4 OF SECTION 7, T36S, R11W, SLB&M

NOTES:
PARCELS 1, 3, & 4 ARE ZONED CENTRAL COMMERCIAL (CC) AND PARCEL 2 IS ZONED R-3-M.

CONDUCT TESTING OF THE SOIL CONDITIONS EXISTING PRIOR TO CONSTRUCTION ACTIVITIES.

ROAD DEDICATION (PARCEL 4)

1.99 AC

PARTIALLY APPLIES BEFORE THE APPROPRIATE CITY COMMISSION ON THE DATE OF

CERTIFICATE OF ACCEPTANCE

TO THE CITY OF CEDAR CITY FOR THE PURPOSES STATED THEREIN.

DONE THIS ______ DAY OF _____________________ 20______.

COUNTY OF IRON)

WINDMILL PLAZA LLC

FULL NAME PRINT:___________________________________

RECORDED AT THE REQUEST OF

WINDMILL PLAZA LLC

4.29 AC

PARCEL 1 DESCRIPTION

MINOR SUBDIVISION & FOR COMMENCING AT THE WEST 1/4 CORNER SECTION 7, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND

VIEW

ERCEDAR CITY, UTAH

CERTIFICATE OF RECORDING

IN PUBLIC USE.

HEREON, HAVING CAUSED THE SAME TO BE SUBDIVIDED AND DEDICATED AS STREETS AND EASEMENTS, DO
F. Fences. A six-foot high sight obscuring masonry or composite fence shall be erected on the perimeter of condominium, townhome, attached multi-family and attached single family residential PUD projects. Fences shall be setback a minimum of 10 feet from the right-of-way line of a dedicated street. The fence setback area shall be landscaped.

3. The sight obscuring fences may be placed on the Right of Way/Property Line where adjacent to and fronting the Highway 56 corridor and the developer shall landscape to either the back of sidewalk of Highway 56 or to the top of slope of existing irrigation ditches, whichever is closer.
MINOR SUBDIVISION/RECORD OF SURVEY
FOR
CEDAR CITY COMPANY LLP
LOCATED SECTION 35, T35S, R11W, SLB&M, CEDAR CITY, UTAH

I, MARY PEARSON, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION WAS APPROVED BY SAID COMMISSION.

I, JONATHAN STATHIS, CITY ENGINEER, DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION WAS EXAMINED AND ACCEPTED BY ME THIS THE ________ DAY OF _____________________.

SCALE IN FEET

I, DALLAS R. BUCKNER, PROFESSIONAL UTAH LAND SURVEYOR NO. 1062248-2201, HOLD A LICENSE IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND WILL PLACE MONUMENTS AS REPRESENTED ON THE PLAT.

I HEREBY CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I HEREBY CERTIFY THAT I FOUND MONUMENTS AS NOTED ON THE PLAT.

CEDAR CITY COMPANY LLP

SCALE: 1" = 100'  DATE: 6/14/22

590 N. 800 W. CEDAR CITY, UT 84721
Cedar City Current Zoning

(A) Objectives and Characteristics: The objective in establishing the R-E Residential Estate Zone is to encourage the creation and maintenance of a residential environment within an area which is characterized by large lots with minimal lot densities (maximum 2 lots per acre) on which single family dwellings are situated, surrounded by settings in which the pre-development natural character of the landscape is retained. Native plant species, wildlife habitats, low water consumptive landscapes, minimum vehicular traffic, private lanes connected to public streets, featured or gated entries, building products produced from natural materials, and quiet residential conditions are also characteristic of this zone. While much of this zone is currently devoted to open land uses, it is intended that the land shall be developed into residential uses as the needs arise having characteristics as herein above set forth. The minimum area for a R-E Zone shall be ten (10) acres. Representative of the uses within the R-E Zone are one family dwellings, caretaker's cottages (not to exceed one per lot), parks and playgrounds. Boarding and lodging houses, two family dwellings, triplexes, apartment houses and other multiple dwellings representative of higher density residential areas are strictly prohibited in this zone. Commercial and industrial uses are strictly prohibited unless otherwise designated or as listed below. In order to accomplish the objectives and purpose of this ordinance, and to promote the characteristics of this zone the following precise regulations shall apply to the R-E (Residential Estate) Zone:

Amended by ordinance number 0125-12-1 and 0919-12

(B) Permitted Uses: The following uses shall be permitted in the R-E Residential Zone:

(1) One-family dwellings and accessory buildings and structures; including guest houses (not to exceed 1200 square feet) and subject to the setback requirements of one-family dwellings, private garage and/or barn;

(2) Keeping of animals and fowl, as an accessory use to a single-family dwelling, limited to the following:
   a. Two large animals per lot and one additional large animal for each 10,000 square feet over 1 acre. Large animals may include horses, cattle, goats, sheep or other animals judged by the Planning Commission to be compatible with this zone; and
   b. Not more than 20 poultry or rabbits shall be kept on any lot;

(3) Planned Unit Developments approved per this ordinance;

(4) Residential facility for persons with a disability, not to exceed four (4) residents (see Article XVI);

(5) Public and private parks, playgrounds, green ways, trails, and open space;

(6) Public and private golf courses;

(7) Public and private recreation centers;

(8) Solar Power Generation, Central.
   1. Internal Accessory Dwelling Units which have a separate address;
   2. External Accessory Dwelling Units with a separate address which are no greater than 1200 square feet, encompass no more than 2 bedrooms, and do not exceed one story (16 feet). Units must be located behind the primary dwelling, meet the setbacks of the primary dwelling (not an accessory building) and match the primary dwelling’s color and roof design. Parking to the rear of the primary dwelling shall be served by a driveway that is a minimum of 12-feet wide. Parking shall be located behind the front setback. All detached units shall meet the provisions of the currently adopted Building and Fire Codes. Existing guest houses may be converted to an External Accessory Unit subject to the criteria above.

Amended by ordinance number 0827-08-2 and 0919-12

(C) Conditional Uses: See Section 26-XI-5.

Amended by ordinance number 0827-08-2

(D) Area Requirements: Same as R-1 Residential Zone.

Amended by ordinance number 0125-12-1

(E) Width Requirements: Same as R-1 Residential Zone.

Amended by ordinance number 0125-12-1
(F) **Building Setback Requirements:**

1. **Side Setback:** Same as R-1 Residential Zone.
2. **Front Setbacks:** Same as R-1 Residential Zone.
3. **Rear Setbacks:** Same as R-1 Residential Zone.
4. **Solar Power Generation, Central:** Structures and panels shall be setback 20' minimum from residential neighboring properties.

Amended by ordinance number 0125-12-1 and 0919-12

(G) **Building Height Requirements:** Same as R-1 Residential Zone.

Amended by ordinance number 0125-12-1

(H) **Building Size Requirements:** Same as R-1 Residential Zone.

Amended by ordinance number 0125-12-1

(I) **Special Provisions:**

1. All Special Provisions in R-1 Residential Zone.
2. Variations from development standards of other residential zones may be permitted by the City Council as part of the approval of this zone. Variations shall not include changes in the permitted uses allowed except to the extent set forth herein.
3. The minimum area required for a R-E Residential Estate Zone is ten (10) acres.
4. All streets within a Residential Estate zone shall meet with City Engineering Standards. Streets adjacent to a Residential Estate zone and master planned arterial and collectors shall be fully improved with curb, gutter and sidewalk in accordance with City Engineer Standards.
5. The Residential Estate zone is designed to be in areas where the generally uniform slope is 5% or less and therefore, would not require curb, gutter and sidewalks along public streets. Areas with slopes greater than 5% will be permitted with fully improved streets (curb, gutter and sidewalk) or as a P.U.D. Roadside borrow ditches may be permitted in areas exceeding a 5% slope by the City Engineer if calculations showing riprap channel stabilization can be achieved and adequate drainage capacity are provided within the Right of Way, to the satisfaction of the City Engineer within the RE Zone. Road slopes exceeding 5% for borrow ditches will require an erosion control plan with construction drawings to the satisfaction of the City Engineer. Public streets shall have a minimum of one hard-surfaced sidewalk or footpath per street.
6. Areas used for animals shall be maintained so as to conform with health, sanitation, water and drainage requirements.
7. **Solar Power Generation, Central.** Shall have a minimum of one hundred (100) contiguous acres.

Amended by Cedar City Ordinance No. 0919-12 and 0525-22-4.

(J) **Supplementary Regulations:** See Article IV, Supplementary Regulations to All Zones.