CEDAR CITY PLANNING COMMISSION
MINUTES
July 5th, 2022

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

Members in attendance: Jill Peterson, Jennie Hendricks, Ray Gardner, Adam Hahn, John Webster, Carter Wilkey
Members absent: Councilman Craig Isom

Staff in attendance: City Engineer-Christian Bennett, and Executive Assistant, Onjulee Pittser

Others in attendance: Jay Beals, Carolyn Ray, Jesse Carter, Lance Duffield, Dave Clarke, Laura Henderson, Teri Kenney, Mayor Garth Green, Janet Jackson, Tom Jackson, Steve Miller, William Hale, Bret Whittier, Rosa Fuentes, Orvalio Fuentes, Tracy Delnegro, Michael Adamson, Ana Quitiquit, Cole Quitiquit

The meeting was called to order at 5:15 p.m.

ITEM/REQUESTED MOTION     LOCATION/PROJECT     APPLICANT/PRESENTER

1. REGULAR ITEMS

   Jill motions for Adam to be the Chair Pro Tem for this meeting; Jennie seconds; all in favor for unanimous vote.

1. Approval of Minutes (dated June 21st, 2022) (Approval)

   Jennie motioned to approve the minutes from the June 21st meeting; Ray seconds; all in favor for unanimous vote.

2. PUBLIC HEARING
   Zone Change: GC to R-3-M  483 N. 300 W.  Elk Meadows/Platt & Platt

   Dave: This is before the old RR tracks before Coal Creek. We did a zone change about a month ago directly west of this. It falls within the GP. Current zone is GC, which is a retired zone in the city. This is just to bring it up to current zoning standards. Adam: Are the neighboring properties R-3-M?
   Dave: Yes. Jill: Is it still GC on the one side? Dave: Up to the north is multi-family trailer townhome projects. This area is some multi-family housing as well. A lot up there in the couple block radius.
   Carter: This is one area as we were looking through the GP a lot of MU with the existing. Not a great area for commercial and residential with MU ordinances. That’s why on the GP most was changed to high density.
Adam opened the public hearing; there were no comments; the public hearing was closed.

Jennie motions for positive recommendation for the zone change from GC to R-3-M; Jill seconds; all in favor for unanimous vote.

3. PUBLIC HEARING
Subd. - Amended Plat
(Recommendation)   approx. 920 S. & 170 W.   MJ Investments/Platt & Platt
Sunrise Subdivision Lots 2 & 3

Dave: This is behind Big-O Tire and the Dairy Queen on the south end of town. We’ve amended the plat to combine these lots into 1 parcel. Adam: Is it vacant now? Dave: Yes. 171 West is in bad shape. We’ve had conversations with P/W, and that whole stretch of road will need to be replaced.


Adam opened the public hearing.

William Hale: I live at 905 Spruce Street. I’m concerned that the letter that was mailed. I wasn’t home to sign for it. I got the notice today and I’m concerned about that. It says the zone is being changed to R-3 that’s crossed out as well. You can see through the paper. I object to having R-3 and a whole bunch of apartments in that area and a lot more traffic on the road. The road needs help and as far as apartments, that will affect the value of my property as well. Adam: Is it currently zoned R-3-M?

Christian: The current zone is R-3-M, and the GP is medium density residential. Dave: The notices said it was a zone change, but it wasn’t so they whited it out. The zoning is R-3. That’s why you can see through it. Because it’s already R-3, we don’t have to request that.

Adam closed the public hearing.

Jennie motions for a positive recommendation to amend the plat for Sunrise Subdivision Lots 2 & 3; Ray seconds; all in favor for unanimous vote.

4. Consider a Development approx. 800 N. Lund Hwy.   Plum Creek/Platt & Platt
Agreement With Plum Creek LLC (Recommendation)

Lance Duffield: The development agreement is similar to what we looked at before. We’ve done some revisions, changed a few densities. We’re reworking the R-3. This is the zoning matrix that has been revised and plugged into the development agreement. Nothing else has changed inside the agreement other than the max # of units. Adam: It looks like items #4 - #14 are on the same property. Lance: It’s the same outline, we’ve just revised some zoning. Adam: We’ll run through all items #4 - #14 and we’ll hold a public hearing to address those items. Lance: The things we agreed on last time that were acceptable were the CC zone about 8 acres along Lund Hwy., and conforms to the current GP. It was easy to rezone from AT to CC. Item #5 says it is low density residential. I think in the latest GP shows 600’ along Lund as amended to CC in the GP. Item #6 is part of the property that is green in the SE parcel. Platt & Platt revised our zoning map that shows our preliminary MP. It deals with what we see as the density within the areas we’re proposing. The CC zone we’re talking about is Area A. Item #7, we’re looking at high density throughout that. The colors are blending, but we’ve modified that, and it
runs over and down, south and out to the East side. We’re proposing areas B, C, D, and E to change the MP to high density and rezone that to R-3-M. The last discussion we had substantially more pushing up towards 52 or 53 acres to R-3-M. We’ve reduced that to 30 acres. These are just rough layouts. We’re proposing area B for 24 units a max density for R-3-M. It’s primarily apartments and condos that are kept as rentals for some period of time. The basic layout is (13) 12-unit buildings, 3 stories tall, parking underneath, which gives us 2/3 of our necessary parking, 12 stalls of surface parking alongside the building for each set of units. We’re planning on 12 units per building. By the time we get done with buildings, surface parking, roads, the coverage is a hair over 50% of the total land area. I see it as an old-fashioned garden apartment complex. A lot of open space, and enough space for a rec area, picnic tables, BBQ, pickleball courts. That’s what we envisioned for that piece. Area C is townhouses. It’s a product similar to Trailside on the south end of town. We can max out density at 200 units. Don and I were going over it on Friday, and our max density would be about 165. I don’t know if we want to amend that in the development agreement. We are going to amend that and take it to 160-165 units. That’s the idea. Area D as an R-3, we’re looking at a very low-density R-3-M. The vision is 4-unit buildings, substantial sq. ft., the model I used is a plan I’ve done for a local builder, which is 4-unit townhome buildings, singles story units on each end and 2-story units in the center. Pricewise, the target market would be competing with our SF home project. Buyer profile is for people who have a SF home and don’t want to do lawns or maintenance, more directed towards seniors. Density is low, about 7.5 units per acre. Basically 1/3 of what the R-3-M zone allows. Area E on the South side. I’ve used a model where we’ve done 3-story town homes, 2-car garages, 3-bed, 2.5-bath, 1600-1800 sq. ft. living space. It borders the CC zone on the east and I&M on the south. Our main road on the north is fairly dense at 12 units per acre. I think it’s appropriate for the adjacent properties. I think that was the bone of contention. Area F, I’ve expanded our RNZ from about 56 units to 120 or so. We’re asking for high density, 3500 sq. ft. lots. In working through the 3500 sq. ft. lot plan which is basically a 50 wide by 70 wide lot, 3500 sq. ft. lots may not be the best approach. That average lot size is about 4200 sq. ft. In working through setbacks for single story and 2-story, the average lot size will be about 4200 sq. ft., between 3,500-4,000, which gives us a product range of small units, 2-bed, 1-bath, single car garage. The larger lots are 70 ft. wide by 70 ft. deep, to do a small, 2-story, 2-car garage, 3 bed, 2.5 bath. The goal is consistent with the vision of the zoning to build affordable housing. As we move to the west Area G, R-2-1, 7,000 sq. ft. SF lots designed in the ordinance. Area J, R-2-2 with about 22 twin home lots compatible with the Empire Subdivision to the west we did a while ago. Area H shows up in the R-2-2 zone, is a 4.2 detention pond for drainage and taking care of storm water, and also built as a park.

Adam: The previous exhibit you showed us was the RNZ zone. Has that changed from J to F? Lance: Yes. We doubled the size of that. The original notion of including that in this plan was that nobody’s built one yet. We’ve worked through how it actually works. If we’re doing 3500 sq. ft. lots, we might as do mobile homes. It doesn’t work well for 3500 for the whole subdivision. While we’re asking for high density, it really will be a mix of mid to high density to get a product line that speaks to the market. Jill: On the RNZ zone the smallest lots could be a 5,000 sq. ft. Lance: It’s difficult to figure out the RNZ. Jennie: It depends on what the overlying zone is. Lance: If we do that adjacent to or within 300 ft. of an R-2-2, that goes to 5,000; if it’s R-1, it may be a bit more than that. There’s a whole set of conditions in there. Doing this as new subdivision high density, without any subdivision modifiers, our high density lots can go to 3500. Jill: Can you build something on that besides a mobile home? Lance: It’s not uncommon. I think we can do an 850-900 sq. ft., 2-bed, 1-bath, living area, 1-car garage or carport on that size lot. We can offer that product at an entry level of $200,000. That size lot helps us meet the affordable SF home. Ray: I don’t see that zone is conducive in the neighborhood. What happened to the pocket neighborhood idea instead of another straight street with lots? Lance:

Planning Commission
July 5th, 2022
Page 3 of 14
This is just preliminary, and this was to get density; it’s not an aesthetic design. Ray: You can’t have one without the other. You’re driving the density up and you don’t have room for open space that might be conducive in the neighborhood. Lance: We have planned open space and a 4.5-acre park.

Ray: Not in the RNZ. It’s next to it not in it. Lance: There will be open spaces when we get the design done. This is just a density plan. It gives you an opportunity for each of these subdivisions to vote on that. Ray: It’s something we’d like to see at this phase that you have those things in mind. I know it’s hard, I’ve lived a career of doing that. I know what it takes. I think the idea is great. Lance: So have I. That’s what we’re looking for. It’s just an idea at this point. We’ll be back with each element of the project to the commission and with your agreement to the council with real designs and a real land plan. That’s a lot of work to do during the due diligence phase. Adam: We understand that. We have issues with rezoning and our hands get tied. If we rezone to R-3 and you bring the layout in, and it’s been changed. That’s what we fear. We have to put a lot of trust into you designing this. We expect this to be something conducive to what the idea is of the zone. We hope you’ll take that note and like you to bring this back for the plat, but if you have straight streets and rows of houses, we may have a problem. Lance: We have to do enough of that because of zoning. That’s the value of the development agreement. Adam: We love that agreement. Lance: The first development agreement that I did was twice as long. I have as much integrity of the design as anybody. Adam: We appreciate that and look forward to it. Lance: I want the city to be proud. The way it’s organized is shunting the traffic out to Lund Hwy. and a mile and a quarter down to Hwy. 56. Leaving here on a good traffic day you can get to the freeway in 4-5 min. It lends itself to a mixed residential project. Adam: One concern that I had was the lack of blending and this shows the blending. It shows what good neighborhoods are built out of. Carter: I was at the meeting a few weeks ago. I want to disclose that I own a piece of property near this. As someone who worked on the GP, the GP is not perfect. It’s something we have, and Cedar City and the citizens have subscribed to that. The one thing that sticks out if not the GP, what idea can we give the citizens? That’s what we have to go off of. I love the blending. As part of the GP steering committee, we looked to include something in the ordinance that says if it’s over so many acres you have to do an RDO or development agreement. My biggest heartache is in all those we know the area is low density, there’s not one section that shows as low-density. You do have SF homes, but no low-density in the whole thing. Lance: Mike Adamson’s project is R-1, and the notion is as going up to 3900 W. toward Equestrian, that will be low-density as well. Further to the west makes sense to have more low-density. Our attraction to the property was the proximity to Hwy. 56 and Lund Hwy. It works well with the project we’re proposing. As a design guy I’m committed to a wide range of product. This speaks to a full range of products necessary to the city. I think the high-density parts of this project speak to the needs of the city and the community who we want to live here. The more SF, low-density product, the less affordable. We’re seeing that through the city to the north and west and into the county. An entry level product is half a million. I don’t know if we need more low-density product. We have a lot coming online in a market that’s just not able to support SF like it has in the past.

Carter: Can you explain road wise other than the one to Lund Hwy., where are the major access points to the whole area? That’s part of the design. Lance: Off of Lund Hwy. and to the west side of the property, there’s a 66’ major street. The short S piece is a 66’ ROW that was included. That road aligns with the main road coming in off 1600 N. through Equestrian and to the south. I’m not sure if we’re required to do that or if they care. That will connect 800 N., a major backbone through the center of the property, and a couple of roads going N-S. It would tie in with a better MP for the north property and south. Will it be? Probably not. Carter: As far as out to Lund Hwy., the plan is just to 1. Lance: Yes. We want to send as much traffic to Lund as we can. 3900 W. will be a major throughfare as well.

Planning Commission
July 5th, 2022
Page 4 of 14
They’re already working on that. In some conversations with Jonathan, we’ll expedite some improvements on 3900 as a result of this project that have to do with infrastructure, particularly water. **Adam:** The 66’ piece that goes N-S, is that 3900? **Lance:** No. It’s a 75’ ROW further to the west. **Carter:** The one on the far-left could tie into Equestrian Point? **Lance:** I don’t know if that will happen. **Jill:** Your 105 acres go through to 3900 W. **Lance:** It’s a narrow 650’ piece off of Lund and widens out to 1600’ and goes to the 2 properties under development, Empire Subdivision and Iron Crest. **Jill:** Is this a PUD or will it be city streets? **Lance:** All the R-2 will be public Cedar City streets. The RNZ is Cedar City improvements, and the R-3 will be PUDs. B, C, D, E will be PUDs. **Jill:** Will it be fenced in? **Lance:** Yes. Most likely by the HOA. **Jill:** Will you be widening Lund and paying for improvements? **Lance:** I assume we’re doing it. It’s in the budget. Platt & Platt are working on the MP on Lund, from 1600 N. to 56. When that happens there will be a development agreement along there between the city and the developer. There could be discussions on how we will do that. The development on 1600 N. south to Equestrian makes sense to put everyone together and build it out in a piece, not piece milled. We’ll talk to engineering. There are some other Cedar City improvements that are offsite that will show up fairly soon. **Carter:** How does it work with the development agreement? How long do you have before it reverts back? **Lance:** We have 10 years.

**Steve Miller:** I’ve been to previous meetings, and I think you’re unprepared. If you’re going to put numbers up there for 208 units but then you drop it down, there should be a decision made on that. You open this up and change zones, it sets us up for failure down the road. Being a resident by 800 N., where are you thinking the entrances/exits on 800 N. will be? **Lance:** We don’t know for sure. **Steve:** We’re at a planning meeting where you don’t know once again. **Lance:** 800 N. doesn’t exist. **Steve:** It does in my world. You want to widen it to 66’ in front of my house. You want to make that a major road in front of my home. **Lance:** It’s part of the MP. **Steve:** That’s why I want to know. I get that is part of the MP. You’ll add hundreds/thousands of cars down my road every day. What were you going to have in section J? **Adam:** That’s an R-2-2 neighborhood. **Steve:** So, it could be 2-story tall. **Adam:** It could be. **Steve:** Will there be walls around that? **Lance:** Yes. **Carter:** Around the R-2-2? **Lance:** We’ll have a privacy fence on the south property line, just like on the Empire Subdivision. That’s already been approved. It’s an extension of Empire. **Steve:** Empire will be the same as J’? **Lance:** It’s a separate subdivision, so it’s not part of the 106 acres. Along 800 N., that’s planned by the city as a MP road. I don’t have much to say about what happens there other than complying with the ordinance. There will be a privacy fence and setbacks along the south property line at some point. Whether we’ll make the improvements with our subdivision or stub roads to property line at some point. Whether we make those improvements in conjunction with our subdivision or whether we’ll stub roads to the property line that work with our subdivision and City ordinances, we don’t know yet. If we don’t make those improvements, we will probably be required to bond that for future improvements. The N side improvements, half of that plus 12’ of asphalt, if we improve it, is our responsibility. **Steve:** The main road on 800 is 22’ wide. Does that cut back to the north? You’re not going to infringe on our properties, right? **Adam:** No. **Steve:** I would assume you’ll continue to use the existing 22’ there and add to that with c/g/s. I’m not happy about this whole deal and I’ll fight you on this 100%. I get what you want to do. I think it’s the wrong place for this. You say you don’t want R-1 homes there, but that’s what it’s been zoned for. We are County; we want to be there for a reason. This is how you make your millions, but it does infringe on us drastically. **Jill:** Where is the city boundary line? **Adam:** I think it’s on 800. **Steve:** On the east side of Monte Vista. **Carter:** The way the city ordinance works now, once the development reaches 80 units that’s when they’re required to make a 2nd access. **Adam:**
800 could be that second entrance. **Steve**: Right now, there’s only 1 out to Lund. **Carter**: Does each PUD only have to get to the main entrance, and as long as they can get to that road, they’re good or does there have to be 2 for the whole? **Christian**: 2 for the whole. **Carter**: With all these pods you’d have to have 2. **Christian**: If they started development in area J, and it’s under 80 units, they’re only required to have 1 exit. If they do development north, they’d have to have a 2nd exit. **Lance**: We do have 2 exits now. Empire has a road that goes through that’s a carrier for sewer, water, utilities off of 3900. We’re also improving on the south of Empire the R-2-2 improving that road and connects into the 66’ ROW at that corner. **Carter**: That’s 800 N. **Lance**: That’s the second main entrance/exit, and all the internal stuff connects to that backbone. **Janet Jackson**: I live on 800 N. Please make them put the road where they own the property. I live in the county. You can barely get 2 cars to pass there. I knew that I was buying on a small road. Please don’t change what I knew I was buying. Change it for the people to know they are buying. Our road doesn’t have a white line. I’ve lived there for 37 years. I have grandkids that ride their bikes up my street. I go to Williams Lane to get my mail. None of what’s happening here today makes me happy. Please don’t favor the builders over the homeowners. This will change my quality of life greatly. I don’t have air conditioning, and there will be more noise, more dirt and more crime. My 91 mother is at home now and getting out of my driveway on a 66’ wide road that will be 4-6 lanes wide will be impossible. Take out the first row of houses and shove it over that way. Leave mine make them use their property. Put it down the middle of the subdivision. Nobody that’s coming through Buena Vista goes 45-50 MPH on that street. It will be too fast on my street if it’s 66’ wide. No way it will be 25 MPH. Lance makes it sound so nice with entry level affordable homes so people can afford them. They can afford them because they’re piling them on top of one another. It’s high density and not pretty. There’s a 4.5-acre park for all those people and part is a basin. That’s not a park. I live on an acre. 4-acres is not enough. Please don’t let them go with this plan. I don’t live in the city. I don’t believe that is what the city needs. It’s not what I and the county needs. Your words were that your hands will be tied next time. I don’t trust the whole thing. We need more family homes. I purposely bought where I bought. I think this map is too crowded. Please think of me, my grandkids and great grandkids. I don’t want sidewalks on my side of the street. **Ray**: Would you mind explaining a 66’ ROW? **Christian**: It’s larger than a local collector street. **Ray**: It’s not 6 lanes wide. **Christian**: Correct. **Carter**: When a developer does that, they’re required to put in their 33’ from center lane their direction plus 12. **Christian**: It’s the side of their frontage plus 12’. I’ll check with Jonathan. **Carter**: For the citizens that are concerned where the road will sit, one thing that needs to be determined is where the center line is, so they know how much goes that direction. I would recommend looking at the plat for your property because part of your property is an easement that was created. The road will come your way some. Part of your property is an easement for that road; it’s just not been developed. **Janet**: We’ve always been told that we need to leave it like this so the waters can run down. That’s what it says in our papers. **Carter**: Look at what your plat shows. That’s what equals the total 66’ is your side of the street as well.

**Tom Jackson**: 800 N. is my concern. Everywhere I look developers are only looking for how many houses you can put on the land. High density to make huge profit. If they cared they’d leave 800 N. alone and put another collector road on their property. It gets rid of 20 units that they’ll make hundreds and thousands of dollars. It seems that the PC is a commission that thinks about what is out there, what are the best needs of the surrounding area and not the one guy that comes in with his one drawing. He didn’t use his property for road access, park access, other than cramming them in. It wasn’t in the GP when I moved here. I know you wanna say that 800 N. is in the GP, you can’t tell me that I bought it with the mistake of knowing that. It will probably have a 4-lane road. It won’t have turning lanes. There’s nowhere to turn into. It’s unconscionable to me that the PC would want to ruin the people.

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Planning Commission  
July 5th, 2022  
Page 6 of 14
around this area to keep the developer happy. The City makes money on taxes. If you put this much in, property taxes will soar. I would like you to think about what's outside that picture that Plum LLC will ruin to make their profit. **Adam**: Is 800 N. a MP road? **Christian**: Yes. **Adam**: Is that required to be put in with infrastructure? **Christian**: Yes. **Adam**: It's not the developer's choice; the City's requiring that road to be built. Is Empire developing 800 along their boundary as well? **Christian**: I'm not familiar with the Empire project, but my guess is they'd be developing along 800 as part of the MP road. **Adam**: Mike, are you developing along 800 N.? **Dave**: Mike's isn't on 800 N. It's more north of there. **Jay Beals**: I live on 700 N. I'm not happy. I left California because of this. It's not sitting well with me. My parents live in Cedar City off Minersville Hwy. They were 5 or 6 doors down from the bowling alley. You didn't have to look both ways to get out of there driveway. Now, we get stuck waiting to get out of the driveway. The economy's going to turn, and I have a feeling this whole project will bust when the economy collapses. Where is the water coming from? In CA, they cram as many people in there and the first thing they do is jack the water bill up. I have concerns that the quality of life that I look for when I retired, it was a nice quiet neighborhood. I love it there. This will not be a nice quiet neighborhood. When I lived in Riverside, they put high density housing in, and within 3 months my mailbox was getting broken into every night. It upsets me that what I wanted to live is not turning out to what it is. **Steve Miller**: Can the MP be changed, Mayor? **Mayor**: City Council can do just about anything they want, but they just approved the MP. **Jill**: But we're not the council. **Steve**: We would have to go through planning to get it changed. **Mayor**: I think that's the process. **Adam**: From my experience, changing, eliminating or moving a MP street is very difficult. Because those streets are planned for moving people around. You can't eliminate them on a whim because a neighborhood doesn't like the development. **Carter**: I've seen them move them or eliminate them. **Mayor**: One is changing the density on the MP. The other is the transportation MP. **William**: This looks horrible to me. On Lund Hwy. where he says it will be easy to access and talks about other plans. Are you planning on widening Lund Hwy. to accommodate all these people? Seems to be a lot of traffic. **Adam**: Lund Hwy. is already in the process of being widened. **Carter**: Any time your development touches a road that's MP, it's your responsibility to widen that road. This developer would be responsible for the 660' that touch Lund Hwy. You may get some roads that get skinny and wide. The reason that's done is not to put the burden on the taxpayers, it's put on the developers for these properties.

**Teri Kenney**: I'm concerned about quality of life. We're starting on this road of the development agreements, and I think there need to be more expectations up front as to what a development is going to be. In some ways you would have to understand the drawing and not left to imagination. The GP update needs to be followed better than it is so far, and the development agreements need to show more concisely up front what is going to happen. **Mike Adamson**: I expressed my concerns the last time we were here. Everyone was excited about R-1 subdivisions, but nobody wanted to hold the line and keep them that way in areas like this. I'm not offended with the R-3 up toward Lund where they should be. Like Carter said, there's no SF residential in there anywhere, so why couldn't they do that? **Carter**: There's SF, but no low density. **Mike**: There's more money there, but it's ruining the value of the subdivision around there. If we do low density on the west side and higher up to the front by Lund Hwy., why wouldn't that work? The main thoroughfare coming off Lund running through the project, but in Empire, doesn't that continue straight through? **Lance**: No. If you look at section J, the center road between the main road, which is 45' wide, that connects with the road that goes through Empire and touches 3900 W. **Mike**: There's another one that runs through parallel to our development. Aren't there 2 roads that run E-W? **Lance**: I don't know. **Mike**: I do recall that. Lower density in J, H, G would be ideal for everyone, because the subdivisions are away from it and the roadways will be less.

Planning Commission
July 5th, 2022
Page 7 of 14
likely to run through. If the main road that 66’ ROW run through Empire and eliminated 800 and made that the main thoroughfare. **Lance:** It doesn’t go through Empire. Empire is done. **Mike:** Where does the road go to? In Empire, where are the utilities coming in at? Doesn’t that line up? **Christian:** I’m not sure if the GIS is updated, I’m not sure where the utilities come up off of. **Mike:** I know they’re running infrastructure up in Empire, because we put manholes in 3900 W. There’s a road that goes up there, so does it line up with the 66’ ROW that runs from Lund to the west side of the project? **Lance:** It does not. **Mike:** How far off is it? **Lance:** The E-W road you see below the J, that aligns with the road that runs from 3900 W. through Empire. We have houses on the S side and the rest is on the N side, and that carries the utilities into the 106. **Mike:** That doesn’t sound right to me. You have all these lots that parallel our property line, how do they access those if that’s the case? I know there’s 128’ lots, where does that line up there and could it be created as a ROW? That would eliminate the 800, but we’re back to the high-density stuff. **Jill:** Where’s your property? **Mike:** The corner that says 3900 W. **Adam:** Directly up from Empire. **Mike:** We’re doing an R-1 subdivision there, so when this came to be, I was discouraged. I think it will devalue Monte Vista, Equestrian, and they’re planning for more. There’s stuff being developed on Lund that’s also high density. How much can we put in this area? If high density was moved further to the east that would be great. It will keep the traffic toward Lund. I’m not offending with the higher density there. **Adam:** Playing devil’s advocate, being a developer the larger the lot the more expensive. The report came out that said the current home price has priced out 70% of Utah home buyers, so 70% of Utahans can’t afford a home. If we build smaller lots, we’ll make more affordable houses to get people into. That’s the idea if it’s smaller then it’s more affordable. The market has been ridiculous for a while. When you see reports like that it hurts. As a father looking at home prices, they’ll never be able to afford a house. **Mike:** I agree with you to have that available, I think location is a big thing. If you take an average home, the average lot is $100,000, I can reduce that down to 7,000 sq. ft. the home cost isn’t changing; it’s staying the same. Instead of spending 100,000 for the lot spend 40 or 30. Is that a big enough savings to make that affordable to someone else? Not necessarily be that small or big, they can be ¼. There are some subdivisions in that range. Few more homes in that subdivision and keep costs down. I make money on high density stuff this kind of goes against my grain as far as making money. I think it’s the wrong place. We’ve been trying to work out some concessions to make it work. When you rezone it who knows what’s going to happen. **Tom:** He gave an option in the subdivision that would work. There is a workable solution to not run 800 N. at this time to this size. I have also read statistics that say prices in Utah are on their way down. They have topped out, no longer having 100 bids for each property, and they predict within 2 years it will be down 27%. Your statement seemed to be biased towards developers. **Adam:** I said that I was playing devil’s advocate. I wanted to see how he’d respond to that. **Tom:** You can see how I thought that this would be that the PC is bias to let the developers to make as much money as they can by buying the smallest lot for highest density possible. Tonight’s not the night to approve any one of these zoning changes, I counted 10 changes they were thinking about making. There’s no way that I would rely upon some predevelopment plan and change the zoning and have it not adhered to. Do not approve this. Approve a final drawing that says where everything will go. His answer to Mr. Gardener is saying not to worry. Once you pass it, we’re locked in. Don’t pass it without a better plan. **Janet:** What council made the MP and when? **Adam:** City Council approves the MP based on the recommendation from engineering and the steering committee, and that happened earlier this year. **Janet:** Why can City Council make a plan to ruin my county road? **Adam:** I don’t have an answer for you. You’d have to talk to City Council. **Janet:** No one has an answer for me?

**Jesse Carter:** I am a realtor that works with Plum on this purchase. I’ve been doing real estate for about 10 years. Cedar City is changing. Cities evolve over time. My parents live between Cedar High...
and SUU. Growing up, there were no student rentals in that area. The school has grown enough and homes around there are mostly student rentals. Things change over time, and nobody loves change. There’s no doubt that Cedar is starting to see a lot of growth. We clarified there are 2 roads leading out onto Lund Hwy. **Christian:** I don’t think 800 N. extends; it ends at their property line. It’s just a temporary turnaround. **Jesse:** If this is developed, that would have to be finished off is what I understand. Eventually that would go all the way out. **Jill:** The second access was out through Empire. **Jesse:** There are some access points one road through Empire. Plum currently owns that as well. That was not a rezone; that was already zoned R-2-2, and there are twin homes being built there. It’s already been approved. Inventory’s going up as far as homes on the market. Because of interest rates going up and the amount of building in the area. What will bring the prices down interest rates or increasing the supply in the market. The only way interest rates creating affordable housing as much nobody wants to admit it a project like this that’s higher density lower sq. ft. lots that will bring affordable housing. Not because it’s a smaller lot supply move more into the market quickly that this could that inventory level will bring prices down. Sellers compete with one another. It’s cheaper to develop smaller lots. As a project like this takes flight creates affordable housing and quickly supply the market with more homes. As children getting older want to have a place here and not to have a 1400 sq. ft. home on a ¼ lot for $600,000. The city is in need of a detention basin here. This area has an issue with storm water. This is something this project is trying to help the city with, not only as a park. This is a much closer park which will probably be the closest city park to this area. 4 acres isn’t a huge amount of space, but it is decent. A park here and detention basin is needed in this area for storm water as this gets developed and pavement throughout the 350 acres a lot of water moving quickly. This will be very needed to manage that water and experience the flooding we had last summer. Whether this is high density or SF homes this 66’ MP road unless it’s changed by the City Council will be built one way or the other. I’ve sat in a lot of meetings don’t want to put any type of zone and going from major on Lund that makes sense. It does tailor nicely. R-3 on the NE section with less density and the RNZ SF lots in the ordinance requires a certain amount of open space and parks to be included. If Plum wanted to cheap out and not do open space as required, not a possibility to get that through the city. That would be visualized when we got to that point. The ordinance would not allow anything to be built there until a certain percentage was accomplished. Tailoring down from CC and R-3 to 7,000 sq. ft. SF homes good going upwards to Equestrian and the SF homes area. We have seen these types of development agreements successful. The Leavitt’s have done one by the aquatic center. Iron Horse project has gone back behind Home Depot, it’s an awesome development. **Jennie:** That’s an RDO. **Jesse:** What about Choice Builders at Shurtz Canyon? **Jennie:** That’s one. **Jesse:** That development agreement would have to go with the next owner so it’s not with R-3 zone, it’s not true. Development agreement runs with the property. Limits density. The Burgess development off of Hwy. 56 development agreement great project different facets in there what we’re trying to accomplish in that one. **Jennie:** There’s a lot of R-1 in there. **Christian:** It’s primarily R-1. **Jesse:** I believe it’s a commercial zone to my knowledge because of the airport. Makes sense to have this type of project.

**Anna Fuentes:** We used to live in Park City, moved to Atlanta, came to Cedar City to visit my father-in-law during spring break and ended up staying. We sold our house and were in a situation where we didn’t have a place to live, we were living in a townhouse there was no rental. Only 1 rental was $2,400 the first day it was on Zillow someone took it. I have 2 kids and all that I could do was rent. I went to live in Brian Head and started working with Jesse to find a home all the homes were really high, and I couldn’t find anything that I liked. I was looking for something more updated. I know you lived here a long time the new people coming here with kids when I had a problem of housing went to a group that was Cedar City housing. I used to be a single mom. There’s a lot of people that need rentals

Planning Commission

July 5th, 2022
Page 9 of 14
here. They can’t afford $2,400 rent. If I could have found something like this, I would have been blessed. Knowing that I’ll have a safe place to take my kids that’s something I’m grateful. I understand that you have no noise and a lot of traffic I understand because I have kids. I think for my kids that’s a safe place to live. More kids around. Lance was talking to have recreational use there. That will be great. Something now the kids are all the time on their iPad and phones playing with more kids this where you have a subd. More kids around better for everyone. **William:** I don’t think these properties will be affordable. Jobs to support living rents already outrageous here people that keep moving here from CA. **Jay:** I was wondering when you’re cramming all these people in here, where are they going to school? Schools are saturated now. **Mike:** I understand affordable housing. The cost of housing is out of control. What is an average townhome that’s affordable? $350,000? Depending on how big. 1,500 sq. ft. will be in that range. With younger families how many can afford that? whether you’re building something on a 7,000 sq. ft lot SF or townhome, not necessarily. The cost to build is off the charts. That’s why families can’t afford rent because you can’t build anything. I don’t know if this more supply lower prices true if you can buy the material at a cheaper price. Increasing the inventory in an area doesn’t reduce the price. If you can’t buy the product and profit, what company will develop it? Everything needs to come down to make it affordable.

**Adam closed the public hearing.**

**Adam:** To what Janet’s question was as to why we need a GP, it’s because of state law. It says that every county is required to have a GP, to pair and adopt comprehensive and long-range plans to provide health, safety, and welfare to its residents. The State requires it, and the city does it’s best to create one that’s best for the city in general. The City Council is who approves that. If you have a disagreement with how it’s designed, you’ll need to contact the City Council. **Janet:** When City Council has a meeting, I would never think that I would need to defend my County road. I feel like things happened with any of us having a clue they would do this. **Adam:** A couple of the members of the steering committee can attest to how hard they tried to get residents, both County and City, to know what’s happening. It was done with the greatest intentions for everyone to understand. **Carter:** We started in Oct. 2020 and adopted it in Jan. or Feb. of this year. **Adam:** With the public hearing closed, there’s a lot for the commission to consider. **Carter:** I was thinking that we should move item #4 to the end after all the individual things. If we give a recommendation in the agreement, then we’re setting density. This body is just a recommending body. They’ll give a positive or negative recommendation to the items. City Council will take it in their meetings, so any decision made tonight is not a formal decision. Overall, I believe in the GP. It’s not perfect, but it’s hard not to see at least some low density. I like the high density close to the highway, but the high density is what I have a problem with. I would love to see some R-1 somewhere in there so at least part of the GP was being met. I appreciate the SF homes. I’ve been to dozens of these meetings and hundreds of City Council meetings. 95% of the time developers ask for a zone change, and either this body or the council will ask what their plan is and they say they don’t know. I made a promise to myself that when a developer comes and asks for a GP change and not willing to show what their plan is, it’s a difficult decision. I have a problem with that. Each individual phase will come back to this meeting and then to City Council. Every phase will need come back to this commission, have another public notice. To see this is pretty uncommon. This is better than what most do. Not having some R-1 gives me heartache. **Jennie:** In our last meeting the development agreement was proposed, the GP change and zone change for 4 different areas. If I recall the comments were everyone agreed that CC and high density next to Lund, that’s sort of talking in the GP of feathering or blending. I think the RNZ was fine with everybody. But that 50-acre chunk out of the middle to have the GP change and rezoned to high density. That was the conversation where we
pushed back. As a body we gave a negative recommendation because we wanted to see something more aligned with the GP that was R-1. I think Dave asked the percentage we wanted, but it’s not our decision to make. I’m having a hard time revisiting this when we’ve already given a positive recommendation to most of it, but there’s still a big chunk in the middle we’re being asked to go from low density to high density. I haven’t heard anything tonight that gets me there. I know the need for affordable housing and it’s an issue in this area. It’s something that people are dealing with. For me when I saw this on the agenda again, I was hoping for some low density. Jill: I agree. Looking at the different numbers, low to high, low to medium. Where we got in trouble before was not sticking with the GP. It impacts our utilities and water and our engineers have planned a certain amount in residential areas. I think we should try our best to stick with the GP. Adam: We discussed why we didn’t see feathering in the GP, and Tyler got up and told us it’s hard to put in feathering. Jennie: It’s hard to define that in the GP. It’s subjective. Adam: We understand there has to be some modifications in the GP that will create the feathering. Carter: Are we starting at #5? Adam: Yes. Item #4 we will push to the end. (The discussion proceeded to item #5).

{Discussion resumes}

Christian: Were there going to be any changes to the development agreement based on the discussion we had today? Jennie: That’s up to the developer. They can present anything they want to City Council. Christian: We can provide a recommendation to the development agreement subject to changes that were made in the discussions we’ve had tonight. If there were any changes to densities or total number of units, that can be discussed. Adam: Since the R-3-M section and RNZ section both failed, I don’t know. Jennie: I don’t know how we can make a positive recommendation on the development agreement if we’ve done negative recommendations. That’s outside the scope of what we can do. Carter: Do we table it or give a negative recommendation? Adam: Do you want us to table this item? Lance: The development agreement at this point in any project is a living document. Important parts of it that are the general conditions, and it’s subject to the MP. It will have some changes that will go through the MP process and into subsequent approvals. I don’t know if it could be subject to that section, because the rest of the language is pretty good. Adam: We’ve struck down the RNZ and R-3-M, but it speaks a lot of those. If you don’t have any, it doesn’t matter.

Carter motions to table the development agreement; Jennie seconds; all in favor for unanimous vote.

Lance: Does that come back to you guys as a single item or the whole plan again? Adam: I would say bring back the development agreement as a single item. Lance: Can we bring back the high density? The actual density units per acre are below what’s allowed in high density with one exception of a 6-acre area. Jennie: It’s a higher number than what’s allowed in low density. Lance: It is. Jennie: If you guys are going to bring back some pieces that were changed from the last time we saw it, I would like to see the whole thing and how it fits together. It’s up to the developer. Ray: It’s a complex project and we need to see more detail. Jennie: Today, some of the high-density stuff was expanded and moved around. We’ve given positive on some stuff and negative on some stuff, if you’re only going to bring back the negative recommendation and leave everything else alone. It depends on what it looks like when it comes back. Carter: The things we gave a positive recommendation to will change a little. Lance: It works as pieces of a whole. Jennie: I think it should be all together. Lance: How many times can I bring it back before I’m disqualified? Adam: You can take it to City Council now, except the development agreement.
5. PUBLIC HEARING  
General Land Use Amend approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt  
Low Density Residential to Central Commercial (CC) (Recommendation)  

This item was discussed with item #4.  

Carter motions for a positive recommendation for the general land use change from Low Density Residential to CC; Jennie seconds; all in favor for unanimous vote.

6. PUBLIC HEARING  
Zone Change: AT to CC approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt  
(Recommendation)  

This item was discussed with item #4.  

Carter motions for a positive recommendation for the zone change from AT to CC; Jennie seconds; 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 High Density Residential (Recommendation)  

Carter: So, this is for sections B, C, D, E. Adam: F is the RNZ zone. Jennie: Last time we looked at this, some of the 54-acre chunk was moved and now is D that wasn’t there before. Adam: The RNZ zone was J, but J and F got flipped. Carter: Because J is a continuation of Empire. Adam: Is Empire a PUD? Lance: No. Jennie: I like the commercial, the feathering, going from higher density closer to Lund and going into slightly lower density. That’s a bridge too far for items #7 & #8 to go from low density to high. Adam: For that much property? Jennie: Yes. Adam: What if they did B, C and E? Jennie: That’s outside the scope of what we can do here. Our area would be if you wanted to go from low to high. We don’t develop it for them. We have a binary choice. Adam: They’ve drawn the line and now we vote on that line. Jennie: There’s a lot to recommend it, but going from that low to high.  

Jennie motions for a negative recommendation for the general land use change from Low Density Residential to High Density Residential; Jill seconds; all in favor for unanimous vote.

8. PUBLIC HEARING  
Zone Change: AT to R-3-M approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt  
(Recommendation)  

This item was discussed with item #7.  

Jennie motions for a negative recommendation for the zone change from AT TO R-3-M; Jill seconds; all in favor for unanimous vote.
9. PUBLIC HEARING
General Land Use Amend approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
Low Density Residential to High Density Residential (Recommendation)

**Carter:** The way the ordinance is written is, depending on which density it's given in the MP determines which size of lot they can do. The RNZ zone can be either medium or high density. If you go high density it allows you to go down to 3500 sq. ft. lots. To designate it as medium density they're restricted at 4500 sq. ft. lots. The only reason they're going to high density is to have some 3500 sq. ft. lots. **Jennie:** Most of these were going to be like 4500. **Lance:** The average is in the 4200 range. **Carter:** In medium density they couldn't do any 3500 and that's why you've asked for the high. I am excited for this zone to be used. **Jennie:** The developer has the prerogative of what they feel is the best placement. It's not a question for the PC. When we talked about the RNZ zone last time, has this changed since then except it's been moved? **Carter:** Has the number of units changes? **Lance:** Yes. **Jennie:** From what to what? Where was it and where is it now? **Lance:** We were at 56 originally, and I think we're at 120 now. **Christian:** We're at 126 units with an overall density of 7.35 dwelling units per acre. It's roughly the same. **Carter:** The land got bigger because they switched. **Jennie:** Last time I voted in favor of the RNZ, but it was half the size. **Carter:** If the density is staying the same it was half the size. **Jennie:** I don’t have an issue that there is an RNZ. I'm going back to that big giant chunk in the middle that is GP as R-1 and we're being asked to go from not just to high density, but double from what we talked about 2 weeks ago, and the RZN that allows for even higher density. It's a fascinating process for the RNZ. It’s just too much in the R-1. **Carter:** The small conflict I have is here, it’s still SF where R-2-2 is twin homes. Density wise it’s the same. For #13 & 14, what's the proposed density for the twin homes? **Christian:** It's 5.8 with a proposed number of units of 44. **Carter:** The RNZ has higher density, but they're SF vs. twin homes. We're talking about low density. I almost prefer the R-2-2 over the RNZ. It feels like SF homes, but density wise it’s not.

**Jill motions for a negative recommendation for the general land use change from Low Density Residential to High Density Residential; Ray seconds; all in favor for unanimous vote.**

10. PUBLIC HEARING
Zone Change: AT to RNZ approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
(Residential Neighborhood Zone) (Recommendation)

*This item was discussed with item #9.*

**Jill motions for a negative recommendation for the zone change from AT to RNZ; Ray seconds; all in favor for unanimous vote.**

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

**Adam:** This is the SF, the other red/orange piece. **Jennie:** Those are SF, right? **Adam:** Yes. R-2-1. **Christian:** It’s 4.2 with 112 total units. **Carter:** R-1 is technically 4 units per acre. **Jennie:** They’re a
minimum of 10,000 sq. ft lots. **Carter:** They are 7,000 sq. ft. lots in the R-2-1.

**Jennie motions for a positive recommendation for the general land use change from Low Density Residential to Medium Density Residential; Carter seconds; all in favor for unanimous vote.**

12. 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 #11.

**Jennie motions for a positive recommendation for the zone change from MPD to R-2-1; Carter seconds; all in favor for unanimous vote.**

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

**Carter:** The 5.8 density you gave, does that include the park pod or just the home area? **Christian:** Based on the zoning matrix, the 7.6 acres is for the twin homes alone. Area J. **Carter:** They’re not using the basin acreage to better their figure. This R-2-2 section, PUD or no PUD? **Lance:** No PUD. **Carter:** You talked about a wall along 800, even though it’s not a PUD. **Lance:** It’s required anyway. It’s the same as Empire, where we improve 800 N. to city standards. We have basically a wall between the road and in this one will be both sides. **Jennie:** Of the green area? **Lance:** Yes. The road on the upper and lower sides, so it all gets a barrier fence. **Carter:** This is a continuance to the property next door.

**Jennie motions for a positive recommendation for the general land use change from Low Density Residential to Medium Density Residential; Carter seconds; all in favor for unanimous vote.**

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

This item was discussed with item #13.

**Jennie motions for a positive recommendation for the zone change from MPD to R-2-2; Carter seconds; all in favor for unanimous vote.**

The meeting was adjourned at 7:20 p.m.
AMENDED PLAT OF
LOTS 2 & 3
BLOKCE 3
SUNRISE SUBDIVISION
WITHIN THE NW1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M
CEDAR CITY, IRON COUNTY, UTAH

PROJECT LOCATION

SURVEYOR'S CERTIFICATE


DATE:

LEGAL DESCRIPTION


IVICITY MAP

SCALE:

E: 114275.81
N: 102055.48

NO° 20' 13'E  170.00'
N0° 20' 13"E  1350.18'
S0° 20' 13"W  170.00'

DESCRIPTION

DEPRECATED OR級EMOVED 5/8" DIAMETER BY 20" REBAR WITH YELLOW PLASTIC BRACERS.

NOTES OF MEASUREMENT

DEPRECIATIONS OR MOVED

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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 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 27, 2022, the City Council approved the Project Property to be rezoned in the following Areas as follows:

(remainder of page intentionally left blank)
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 preserves and maintains 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”.

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<td>17.16</td>
<td>AT RNZ</td>
<td>BY DESIGN</td>
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<td>7.35</td>
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<tr>
<td>G</td>
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<td>26.68</td>
<td>MPZ R2-1</td>
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<td>4.2</td>
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</tr>
<tr>
<td>H</td>
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<td>11.19</td>
<td>MPZ R2-2</td>
<td>00</td>
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<tr>
<td>J</td>
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<td>808</td>
<td>10.15</td>
<td>7.62</td>
<td></td>
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</tr>
</tbody>
</table>
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 27, 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 overall residential density of the Project shall not exceed 808 units,
ii. 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
iii. 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 single-family dwelling lots satisfy the minimum zoning requirements as specified in the R-2-1 and RNZ zones.
IV. Vested Rights and Reserved Legislative Powers.

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

<table>
<thead>
<tr>
<th>AREA</th>
<th>TITLE / USE</th>
<th>ACRES</th>
<th>CURRENT ZONING</th>
<th>DESIRED ZONING</th>
<th>LIVING UNITS</th>
<th>LAND AREA</th>
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</thead>
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<tr>
<td></td>
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<td>MAXIMUM GROSS DU / A</td>
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<tr>
<td>A</td>
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<td>2.51%</td>
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<tr>
<td>B</td>
<td>CONDOS &amp; APARTMENTS</td>
<td>6.6</td>
<td>AT</td>
<td>R3-M</td>
<td>7.16%</td>
<td>240</td>
</tr>
<tr>
<td>C</td>
<td>CONDOS &amp; APARTMENTS</td>
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<td>AT</td>
<td>R3-M</td>
<td>16.51%</td>
<td>280</td>
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<td>D</td>
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<td>11.63</td>
<td>AT</td>
<td>R3-M</td>
<td>17.90%</td>
<td>149</td>
</tr>
<tr>
<td>E</td>
<td>TOWNHOMES</td>
<td>6.20</td>
<td>AT</td>
<td>R3-M</td>
<td>5.46%</td>
<td>149</td>
</tr>
<tr>
<td>F</td>
<td>RESIDENTIAL NEIGHBORHOOD</td>
<td>17.16</td>
<td>AT</td>
<td>RNZ</td>
<td>7.37%</td>
<td>127</td>
</tr>
<tr>
<td>G</td>
<td>SINGLE FAMILY HOMES</td>
<td>26.68</td>
<td>MPZ</td>
<td>R2-1</td>
<td>6.00%</td>
<td>112</td>
</tr>
<tr>
<td>H</td>
<td>RETENTION BASIN / PARK/ROADS</td>
<td>11.19</td>
<td>MPZ</td>
<td>R2-2</td>
<td>25.1%</td>
<td>149</td>
</tr>
<tr>
<td>J</td>
<td>TWIN HOMES</td>
<td>7.6</td>
<td>MPZ</td>
<td>R2-2</td>
<td>3.96%</td>
<td>149</td>
</tr>
<tr>
<td>SUMMARY</td>
<td></td>
<td>106 AC</td>
<td>MAX UNITS</td>
<td></td>
<td>1,076</td>
<td>808</td>
</tr>
</tbody>
</table>

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, pursuant to Utah Code Ann. 10-9a-509, and City ordinance. As of the date of this Agreement, the Parties confirm that the uses, configurations, densities, and other development standards reflected in this Agreement are agreed upon and approved under, and consistent with, City’s existing laws, Zoning Map, and General Plan.

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 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 of 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. The 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.
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
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.
LUND HIGHWAY PROPERTY
106 ACRES
CEDAR CITY, UTAH

DENSITY / ZONING MATRIX

<table>
<thead>
<tr>
<th>ZONING</th>
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<th>PROPOSED UNITS</th>
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</thead>
<tbody>
<tr>
<td>R2-2</td>
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<td>24</td>
</tr>
<tr>
<td>R3 ZONE</td>
<td>7.6 DU/A</td>
<td>11.63 AC</td>
</tr>
<tr>
<td>CC ZONE</td>
<td>7.84 AC</td>
<td>11.97 AC</td>
</tr>
<tr>
<td>R3-ZONE</td>
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<td>MPZ</td>
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</tr>
<tr>
<td>R3-M</td>
<td>12 DU/A</td>
<td>11.63 AC</td>
</tr>
</tbody>
</table>

SCALE: 1" = 200'
SECTION 32-9 Subdivision and PUD General Requirements.

1. The following are the General Requirements for the development of subdivisions and/or PUDs as indicated:

M. Improvement Schedule.

1. No improvement construction shall begin in a platted subdivision, detailed minor lot subdivision or residential PUD, including clearing and grubbing, before the Final Plat is approved by the City. After the proposed project has been presented to the City’s Staff Sketch Review Committee, the subdivider or developer may contact the Engineering Department and apply for a Grading Permit. A Grading Permit Applicant must ensure that proper measures are in place for dust control, drainage, and erosion control. An approved Grading Permit will allow the subdivider or developer to do clearing, grubbing, and rough grading work prior to Final Plat approval. Rough grading is defined as site work that involves the following:

a. Excavations and fills that are less than 5 feet in height;
b. Excavation, fill, or grading whose combined volume is less than 1,000 cubic yards;
c. Grading work that results in vertical elevations +/- 1 foot of finished grades for the project; and
d. Ensuring proper dust control, drainage, and erosion control measures are in place.

Any work done in excess of clearing, grubbing, and rough grading (i.e., utility installation, subgrade preparation, curb & gutter, asphalt, etc.) will cause the subdivider or developer to be assessed a pre-plat construction fee as set forth in the City’s Fee Schedule. Also, if any clearing, grubbing, or rough grading work is done prior to Final Plat approval without an approved Grading Permit, then the subdivider or developer will be assessed a pre-plat construction fee as set forth in the City’s Fee Schedule. If applicable, the pre-plat construction fee will be collected before Final Plat approval by the City Council.

2. The City owned and maintained improvements in a platted subdivision, detailed minor lot subdivision and PUD, and common improvements in a residential PUD, shall be constructed within two (2) years of the Final Plat or Plan approval by the City. If the improvements are not installed within two (2) years of Final Plat or Plan approval by the City, the City shall use the subdivider’s or developer’s performance bond to install the improvements.
3. In simple minor lot subdivisions included in Section 32-6 Step 2(1)(C) the required City owned and maintained improvements fronting the lot shall be completed before an occupancy permit is issued for any building on the lot. As an exception, an occupancy permit may be issued if the uncompleted improvements are not essential under the building code and fire code, and an acceptable performance bond and City bond agreement have been accepted by the City.

4. In commercial or industrial PUDs the common PUD improvements serving any lot in the PUD shall be completed before an occupancy permit is issued for the building on that lot. As an exception, an occupancy permit may be issued if the uncompleted improvements are not essential under the building code and fire code, and an acceptable performance bond and City bond agreement have been accepted by the City.

5. **No building permits will be issued in a platted subdivision or a detail minor lot subdivision (not including PUDs) until all fronting streets improvements are installed and accepted by the City.** As an exception, building permits may be issued in a platted subdivision or a detailed minor lot subdivision when an acceptable performance bond and City bond agreement have been accepted by the City, and the development meets the requirements for the issuance of the building permit under the building code and fire code.