

# Cedar City

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

**Mayor**  
Garth O. Green

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

**City Manager**  
Paul Bittmenn

**REDEVELOPMENT AGENCY WORK MEETING**  
**AUGUST 30, 2023**  
**5:30 p.m. or as soon thereafter as the meeting is called**

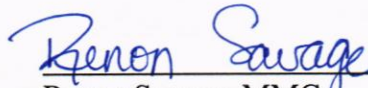
The Cedar City Redevelopment will be held Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah, at 5:30 p.m. or as soon thereafter as the meeting is called.

I. Call to Order

II. Business Agenda

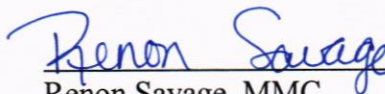
1. Consider an easement for Rocky Mountain Power across Mayor Square. Steve Nelson/Jonathan Stathis

Dated this 29<sup>th</sup> day of August 2023.

  
\_\_\_\_\_  
Renon Savage, MMC  
City Recorder

**CERTIFICATE OF DELIVERY:**

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 29<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
Renon Savage, MMC  
City Recorder

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

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

Redevelopment Agency

AGENDA ITEM – 1

TO: The RDA  
FROM: City Attorney  
DATE: August 29, 2023  
SUBJECT: Granting Easement for Rocky Mountain Power's access across Mayor Square.

DISCUSSION:

With the County's work to bury powerlines, Guidance LLC, through Steve Nelson, has agreed to pay its portion (about 60%) to bury the powerlines across its properties at 25 West Center and 18 S Main with the remainder to be reimbursed through the County's grant funded process. To make that process work, Rocky Mountain Power is requiring an easement across Mayor Square, which is owned by the RDA, to provide power to the City's property and the Park Place Eatery building. As the RDA owns the property, that request is now before the RDA.

Based on the necessary timelines with Rocky Mountain Power, the City's process to get the matter to you has been expedited. Rocky Mountain Power intends to install the new powerline(s) around the middle of September, likely within a day or two of your September 13<sup>th</sup> meeting. At the August 30<sup>th</sup> meeting, Steve Nelson will be requesting informal permission (at their risk if you later decline to grant the easement) to begin putting in the conduit for the powerline(s) prior to your meeting on September 13<sup>th</sup>. This will allow them to have everything in place for Rocky Mountain after the September 13<sup>th</sup> meeting.

Due to the expedited process, this week's packet does not currently have the final Underground Right of Way Easement or the legal description. I've included a draft of the easement, copied from the last similar easement Rocky Mountain Power asked for as part of the Pickleball Courts, that will give you a good idea of what the final easement will look like. I've also included a map of the intended location, which follows the interior sidewalk.

As long as the line is installed without damaging trees, the proposed easement is consistent with the desires of City staff. As the Planning Commission will be discussing this matter after I have already drafted this memo, staff will update you on the Planning Commission's recommendation. Please consider whether to grant the requested easement.



REV04272023

Return to:

Rocky Mountain Power

Craig Reid

2217 W Kittyhawk Dr

Cedar City, UT 84721

Project Name:

WO#:

RW#:

### **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, CEDAR CITY REDEVELOPMENT AGENCY ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 90 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in Iron County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

Legal Description:

A 10.00 foot wide underground electrical easement being more particularly described as follows:

\*\*\*\*\*LEGAL DESCRIPTION\*\*\*\*\*

Assessor Parcel No. B-0537-0000-0000

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

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing

limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CEDAR CITY REDEVELOPMENT AGENCY  
**GRANTOR**

**Acknowledgment by Trustee**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County Of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (representative's name), known or identified to me to be the person whose name is subscribed as \_\_\_\_\_ (title/capacity in which instrument is executed) of \_\_\_\_\_ and acknowledged to me that (he/she/they) executed the same.

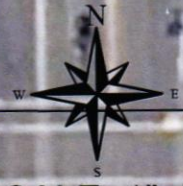
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and **year** in this certificate first **above** written.

\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)



EXHIBIT "A"



SCALE: 1"=30'

CENTER STREET

10' POWER  
EASEMENT

MAYOR'S  
SQUARE

MAIN STREET

