

IRON COUNTY, UTAH
82 North 100 East, Suite # 102
Cedar City, Utah 84720

- CONDITIONAL USE PERMIT -

Date: May 2, 2019 Amended: May 6, 2021

APN: E-0064-0012-0000 & E-0064-0011-0000

The Applicant, Southern Utah Solar Properties LLC, has duly submitted a request for a Conditional Use Permit (CUP) to the Iron County Planning Commission. The Iron County Planning Commission having reviewed, discussed, and voted on the CUP application as submitted by the Applicant and having determined that the applicable ordinances and statutes have been complied with and that good cause exists for granting a CUP. Now therefore, the **Iron County Planning Commission does hereby grant the Applicant the Conditional Use Permit (CUP) as related to certain real property described as follows:**

43.93 acres within the N½ Section 25, T34S, R12W, SLB&M, Iron County, UT - located at approximately 7797 North (Oasis Street) Lund Hwy, Cedar City, UT 84721

PARCEL 4 (THREE PEAKS OASIS, LLC) Portion of serial Nos. E-0064-0011-0 & E-0064-0012-0 BEGINNING AT THE WEST QUARTER CORNER OF SECTION 25, T34S-R12W, S.L.B.&M., RUNNING THENCE N 00°00'11" E ALONG THE WEST SECTION LINE, SAID SECTION 25, 106.84 FEET THENCE DEPARTING SAID WEST SECTION LINE RUNNING N 55°55'11" E 60.37 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF AN EXISTING POWERLINE EASEMENT; RUNNING THENCE N 55°SS'11" E ALONG SAID SOUTH LINE 2141.06 FEET; THENCE CONTINUING ALOND SAID LINE RUNNING N 90°00'00" E 697.87 FEET; THENCE DEPARTING SAID SOUTH LINE RUNNING S 02°54'10" E 492.49 FEET; THENCE S 85°11'59" E 554.74 FEET, THENCE N 16°37'03" E 527.91 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ACCESS ROAD; RUNNING THENCE N 90°00'00" E ALONG SAID CENTERLINE 1056.20 FEET TO A POINT ON THE WEST LINE OF LUND HIGHWAY; RUNNING THENCE N 31°34'56" W ALONG SAID WEST LINE 417.32 FEET TO A POINT ON THE NORTH LINE OF SAID POWERLINE EASEMENT; THENCE DEPARTING SAID WEST LINE HIGHWAY RUNNING S 83°01'06" W ALONG SAID NORTH LINE 187.40 FEET; RUNNING THENCE S 89°59'31" W ALONG SAID NORTH LINE 2348.62 FEET; RUNNING THENCE S 55°55'11" W 1814.54 FEET; THENCE S 00°00'11" W 482.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 43.93 ACRES. RESERVING THAT PORTION LYING WITHIN EXISTING POWERLINE EASEMENTS.

All of said property being located in Iron County, State of Utah, and said CUP being granted for the uses of "RECREATION, COMMERCIAL; CAMPGROUND; TRAVEL TRAILER PARK; OUTDOOR THEATRE; RESTAURANT; LAUNDRY, SELF-SERVICE" in the zone presently

classified as A-20 (Agriculture 20 ac), and said CUP granted subject to the following terms, provisions, and conditions, to wit:

1. **Compliance.** Applicant shall comply with all federal, state, Iron County (including a business license), Department of Environmental Quality (DEQ), Southwest Utah Public Health Department laws, rules, and regulations related to the operation of a facility which receives clients primarily for recreational day-use water park activities with overnight and/or outside lodging.
2. **Authorization.** This permit authorizes development (construction and operation) of the Project described in the application as “RECREATION, COMMERCIAL” for a **Water Park Facility** (swimming, water slide, catapult with tower, etc.) and ancillary or accessory uses such as restrooms, shower house, picnicking, volleyball and similar outdoor games, camping, outdoor theatre, laundry services, restaurant/snack shack, etc. – uses commensurate with an outdoor water park (Project), together with all materials and appurtenances identified in the application, forms, and maps as submitted, and which hereby become part of this CUP. This permit also authorizes the construction and use of a TRAVEL TRAILER PARK (RV Park) for twenty (20) RV spaces with ancillary and accessory uses customary with a Travel Trailer Park. The permit will remain valid during the life of the project, subject to continued compliance with the conditions established herein.
3. **Accessory Structures.** Accessory structures are permitted to accommodate additional Water Park user services, including but not limited to park office, convenience store, recreation/game facilities, bathrooms and showers, picnic pavilions, etc. Such facilities are intended to serve the needs of the park users and staff only; including the remodeling of existing structures to accommodate guests and visitors for uses described herein.
4. **Maximum Stay Length.** No recreational vehicle or park tenant shall stay a length of time which exceeds one hundred eight (180) days in a (1) year period beginning at the initial date that the vehicle is in the travel trailer park area or campground. It is the intent of this CUP that recreational vehicles and travel trailers not be used for permanent living quarters within this Project area.
5. **On-Premise Staffing.** During all Project activities and occupancy, a responsible and qualified Water Park staff will be available and physically on the premises.
6. **ATV Use.** No ATV use without qualified adult supervision on established roads and trails.
7. **Animals.** Animals accompanying guests and traveling with campers shall be kept on a leash or tethered within their campsite/RV space at all times.
8. **Parking Facilities.** Usable parking facilities (hard surface – including gravel) shall be provided at appropriate locations on the property to accommodate adequate off-street customer/staff parking. No event/Project parking allowed on Lund Highway.
9. **Hours of Operation.** The Water Park operation shall have no open fires, music, noise or lights after 10:00 pm. When forty-eight (48) hours advance notice is given to the Iron County

10. Sheriff's office and Building Department, special events that extend until midnight, may be held – not to exceed twelve (12) times/events per calendar year. Events where alcohol is to be served, require a "Local Consent Permit" granted by the Iron County Commission.

11. **Open Fires.** Open fires shall be limited to established safe fire pits/rings approved by the Iron County Fire Marshall. The Applicant/Operator will comply with all local fire restrictions during no burn or limited burn periods.

12. **Fencing.** A permanent perimeter/boundary fence shall be installed and maintained around the Project boundary. Minimum design shall be a standard field fence according to Iron County fence standards.

13. **Lighting.** All outside and security lighting shall be of a type, height, and design to direct lighting downward, shielding, to the greatest extent practical and directed away from adjoining properties. Community structures shall be adequately lit at night. Minimal lighting is desired to preserve the 'night sky' effect.

14. **Signage.** Signs and advertising devices shall be permitted for the facility as follows:

- a. One identification sign, in compliance with Section 17.52.020 Iron County Code, at the entrance of the property, shall be permitted. The sign may be indirectly illuminated with downward directed but shall be non-flashing.
- b. Directional or informational signs for the conveyance of tenants and the public relating to parking, office, circulation, etc., shall be permitted; provided, that each sign is not larger than two square feet in area.
- c. Signs within the required front yard along a public road shall be no higher than forty-two inches.

15. **Traffic Control Devices.** On and off-site traffic control devices shall be provided and installed in accordance with acceptable safety standards and approved by the Iron County Engineer.

16. **Trail Access.** Trails within the Project area shall be private trails and maintained by Applicant. Any public access to the public lands currently available from this property shall be maintained open to the public.

17. **Road Standards.** At a minimum, the Project roads (access and service roads) shall be on an adequate base, graded and surfaced to provide a dustless, all-weather surface. The road system within the resort lodge shall be privately owned, constructed, and maintained to allow emergency and visitor vehicles to have reasonable all-weather access to the site. Road standards are as follows:

- a. Access junctions with public roads shall be as approved by the Iron County Engineer.
- b. Interior streets shall have the following minimum widths with no "On-Street Parking"
 - One-way streets: 20 feet
 - Two-way streets: 22 feet
- c. Road termini shall be provided with a loop to permit relative ease of turning.

18. **Right-of-way Title Clearance.** Applicant hereby agrees to provide to Iron County, a right-

19. of-way quit-claim deed along the adjacent Lund Highway required to maintain a one-hundred (100) foot right-of-way on the Lund Highway (fifty (50) feet on each side of the designated roadway centerline).

20. Future Improvements. Applicant hereby agrees to participate in any road, water, or sewer systems improvements proposed by Iron County if such improvements warrant property owner participation and as customarily done through special assessment areas or service district establishment.

21. Fire Protection. The Project design & layout shall be reviewed by the Iron County Fire Warden/Marshal to ensure adequate ingress and egress and internal circulation for emergency vehicles and adequate water supply. Fire suppression shall be provided in accordance with the latest building code as adopted by the State of Utah.

22. Utilities. All utilities, such as culinary water, irrigation water, fire protection, storm drainage systems, etc., shall be installed in accordance with established industry standards and guidelines.

23. Water. Applicant shall maintain a water source for proper operation of the Project. Applicant shall provide proof of availability and quantity of water necessary to the Southwest Utah Public Health Department or Utah Department of Environmental Quality, as applicable, and Iron County Building/Zoning Department.

24. Landscape Buffer. Applicant shall maintain Project operations an adequate distance from adjacent properties to prevent nuisance or damage to adjacent properties, which may include but are not limited to, fences, ditches, irrigation systems, roads, easements, rights-of-way, and utilities. In no case shall the banks, berms, or storage materials be closer than twenty (20) feet from any adjacent property.

25. Refuse Collection/Solid Waste. The storage, collection, and disposal of solid waste shall be accomplished so as to prevent fire and health hazards, rodent harborage, insect breeding, accidents and odor. Approved solid waste containers shall be located and utilized according to Iron County Solid Waste requirements. Collection areas shall be screened with a view-obscuring fence or landscape and properly identified. Additional trash receptacles should be placed in strategic locations closer to camping and recreational use areas.

26. Sewage Disposal Requirements. For the Travel Trailer Park portion of the Project, provisions for the disposal of grey water shall be made at fifty-foot radii from those sites not connected to the sewer system. Utility/restroom buildings providing flush toilets for each sex shall be provided at convenient intervals throughout the Project. Where RV spaces and camping area are not provided with individual sewer connections and more than twenty-five (25) people are staying overnight, utility buildings shall be located within three hundred feet of those spaces. The health department shall determine the number of toilets and showers, when required. All sewage from RVs and Project buildings shall be discharged into a sewage disposal system approved by the Southwest Utah Public Health Department or Utah Department of Environmental Quality, as applicable.

27. Vegetation Removal. In order to minimize fugitive dust and unnecessary soil erosion,

28. Applicant should limit the removal of existing vegetation to only that necessary to construct accommodations permitted herein. Applicant should exercise all care to preserve existing vegetation. Fugitive dust impacts from the project site shall be closely monitored during construction and dust control methods shall be utilized as necessary to minimize fugitive dust from the Project site. After construction, the disturbed, undeveloped portions of the project site are to be stabilized as needed to prevent the blowing of excess dust and dirt and to minimize erosion.

29. **Utah Prairie Dogs.** Applicant shall adhere to the Iron County Utah Prairie Dog General Conservation Plan, where applicable.

30. **Building Permits.** Applicant shall obtain building permits, if applicable, for related facilities and any accessory structures from the Iron County Building Department.

31. **Agreement.** By signing this CUP, the Applicant agree to adhere to the conditions contained herein.

32. **Recording.** This CUP shall be signed by the Applicant and Property Owner and be recorded with the Office of the Iron County Recorder in a form required by that office. A recorded copy of this CUP shall be provided to the Iron County Building and Zoning Department.

33. **Content of Application.** All of the application, forms, and maps as submitted are part of the CUP.

34. **Transferability.** This CUP runs with the property described herein and is non-transferable to any other location.

35. **Acknowledgement.** Applicant hereby acknowledges and agrees that the existing uses of neighboring properties include agricultural, industrial and residential uses and that these and other uses may generate noise, odors, blowing debris and other incidental impacts commensurate with the normal operation of these uses. Applicant recognizes and understands the “coming to the nuisance” doctrine and hereby agrees to hold harmless Iron County and neighboring property owners in the continued and future prudent exercise of these uses and for those uses permitted for the zoning districts as they currently exist.

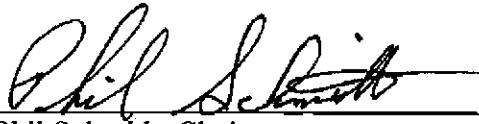
DATED this 6th day of May, 2021.

IRON COUNTY ZONING DEPARTMENT:



County Planner or Building Official

IRON COUNTY PLANNING COMMISSION:



Phil Schmidt, Chairman

APPLICANT/PROPERTY OWNER:
Southern Utah Solar Property LLC:

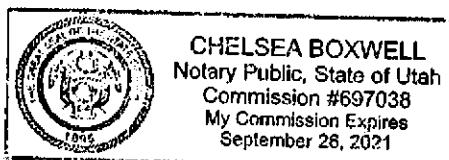


Russell Reber, Owner/Applicant

Certificate of Notary Public

On this 10th day of May, 2021

Russell Reber, personally appeared before me to be the signer of the foregoing document and acknowledges that he/she signed it.



Chelsea Boxwell
Notary Public

State of Utah
County of Iron

My Commission Expires: 9-26-2021