HURRICANE CITY
UTAH

Mayor Nanette Billings

City Manager Kaden DeMille

City Council

Joseph Prete
Dave Sanders
David Hirschi
Kevin Thomas
Doug Heideman

Hurricane City Council Meeting
Agenda

April 7, 2022
4:30 PM
City Council Chambers 147 N 870 W, Hurricane

Notice is hereby given that the City Council will hold a Regular Meeting in the City Council Chambers 147 N 870 W, Hurricane, UT. Meeting Link on Webex Meeting number: 2630 456 5376 Meeting password: HCcouncil Join from a video or application Dial 26304565376@cityofhurricane.webex.com. You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-415-655-0001 US Toll Access code:26304565376.
A silent roll call will be taken, followed by the Pledge of Allegiance and prayer by invitation.
THOSE WISHING TO SPEAK DURING PUBLIC FORUM MUST SIGN IN WITH THE RECORDER BY 6:00 P.M.

4:30 PM Work Meeting

1. Discussion regarding Canyons RV

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Pledge

Consideration and possible approval of sponsoring money for Girls State - Diane Nay

Presentation of awards for community service-Rowdy Reeve

Council Reports

Minutes of the Special City Council Meeting for 2/2/2022 and Regular meeting 3/3/2022

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 2 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 5:00 p.m. the Wednesday one week before the Council meeting.

OLD BUSINESS

1. Consideration and possible approval of a **Franchise Agreement between Hurricane City and Infowest**

2. Ordinance 2022-13: Consideration and possible approval of an **ordinance updating changes to the short term rental ordinance**-Nanette Billings
3. Consideration and possible approval of an **Interlocal Cooperation Agreement with Greater Zion regarding Ironman**
4. Ordinance 2022-12: Consideration and possible approval of a **Land Code Use Amendment to Title 10, Chapter 15, regarding Planned Commercial development standards**
5. Ordinance 2022-04: Consideration and possible approval of a proposed **Zone Change Amendment request located at approximately 600 S 3500 W from R1-6, residential one unit per 6,000 square feet; R1-8, residential one unit per 8,000 square feet; R1-10, residential one unit per 10,000 square feet; R1-15, residential one unit per 15,000 square feet, to R1-6, residential one unit per 6,000 square feet and R1-8, residential one unit per 8,000 square feet**. Parcel number H-4-2-12-1102. D. R. Horton (Don Bean) Applicant. Adam Allen Agent.
6. Consideration and possible approval of **water acknowledgment statement to be required as part of land use applications.**
7. Ordinance 2022-06: Consideration and possible approval of a proposed **zone change located at 4700 S and 2600 W from RA-1, residential agriculture one unit per acre, to R1-10**, residential one unit per 10,000 square feet. Parcel numbers: H-3-2-32-330 and H-3-2-32-321. Calypso Ridge Properties Applicant. Karl Rasmussen Agent.
8. Consideration and possible approval of **awarding the bid for the Sand Hollow well**

NEW BUSINESS

1. Consideration and possible approval of **renewing the lease with Hurricane Air Monitoring Station**
2. Discussion **regarding vacation rentals**- Jacquie Slade
3. Consideration and possible approval of **annual State Fraud Risk Assessment**- Paige Chapman
4. Consideration and possible approval of an **amended final plat for North Slope at Copper Rock Phase 2** located at 1952 W Cedar Breaks Drive. Fairway Vista Estates Applicant. Alliance Consulting (Mike Bradshaw) Agent
5. Consideration and possible approval of a **preliminary plat for Sky View, a 155 lot residential subdivision**, located at the southwest corner of 2800 W and 600 N. DAF DEV, LLC Applicant. Charles Hammon Agent.
6. Ordinance 2022-07: Consideration and possible approval of a proposed **Zone Change Amendment request located at 366 West 300 North from R1-10, residential one unit per 10,000 square feet, to RM-2, multifamily 10 units per acre**, to build a duplex. Larry Loveless Applicant.
7. Discussion regarding the **realignment of 1100 West and the property abutting it** owned by Hurricane City and Diamond Edge Construction - Scott Stratton

8. Ordinance 2022-08: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx. 3150 South 1100 West to contain a PDO, planned development overlay with the currently underlying zone of RM-2, multifamily 10 units per acre**. Parcel numbers H-3394-H, H-3394-J-1, and H-3394-B-1-B. Blue Mountain Property Enterprises LLC Applicant. Scott Stratton Agent.
9. Ordinance 2022-09: Consideration and possible approval of a proposed **Zone Change Amendment request located at 284 W 1080 S from RA-1, residential agriculture one unit per acre, to R1-15, residential one unit per 15,000 square feet** to allow for a lot split. Parcel number H-3-2-3-2126. Michelle Stratton Shumway Applicant
10. Consideration and possible approval of an **amended final plat for Seville Lots 1A and 1B**, located at 952 W 325 S. Harmony Vanderhorst Applicant
11. Consideration and possible approval of an **amended final plat for Pecan Valley Phase 3 located at 5200 W 2500 S**. Chris Wyler Applicant. Civil Science Agent
12. Consideration and possible approval of a **preliminary plat and of approval of a preliminary site plan for SKRE, a 2 lot commercial subdivision, located at 2545 W 60 S**. SKRE Applicant. Karl Rasmussen Agent.
13. Consideration and possible approval of a **development agreement with LaRae Ellsworth Stout Revocable Trust** regarding 11.95 acres of parcel H-3350-A- Karl Rasmussen
14. Consideration and possible approval for staff to process a **grading permit application for off-site grading for the Southern Shores Subdivision**. Cody Larkin Agent
15. Consideration and possible approval for staff to process a **grading permit application for off-site grading for the Intermountain Health Care Expansion**. Denny Spencer Agent
16. Consideration and possible approval of a r**eimbursement agreement for the Cordero Development**, to provide impact fee vouchers for reimbursement for master plan roadways and waterlines.
17. Ordinance 2022-10: Consideration and possible approval of a proposed **Land Code Use Amendment to Title 10, Chapter 3, Chapter 7, Chapter 41, and Chapter 51 - all regarding ADU's, accessory dwelling units. Hurricane City Planning Applicant**
18. Ordinance 2022-11: Consideration and possible approval of a **Land Code Use Amendment to adopt Water Conservation standards** within Title 10 Chapter 39 - Subdivisions, Chapter 32 - Landscaping and Screening, Chapter 23 - Planned Development Overlay, and Chapter 33 - Design and Compatibility Standards.
19. Discussion regarding **updating various power related fees**
20. Discussion regarding the **Firework Proclamation for 2022** - Cindy Beteag

Adjournment

I hereby certify that the above notice was posted to the city website, (www.cityofhurricane.com) posted to the state public notice website, and at the following locations:
1. City office – 147 North 870 West, Hurricane, UT
2. The Post Office – 1075 West 100 North, Hurricane, UT
3. The library – 36 South 300 West, Hurricane, UT

_____ for the City Recorder

Summary of Plat Amendment for the Canyons RV Resort

Following the advice of the City Council given in the work meeting on 12-10-2021, this plat amendment provides a peaceful solution to the differing uses in the Canyons RV Resort. It separates 32 of the 168 lots into their own phase of the subdivision, to be operated as nightly rental units, with their own amenities, professionally managed by one company with an office onsite. These will be small stick-built houses similar in size and appearance to the new residences in the Canyons.

1. It provides the amenities needed for the nightly rental portion of the subdivision, without forcing the current owners (many of which are full time residents with fixed incomes) to increase their dues if amenities were built in the previously existing common area.

2. It provides separate access for the nightly rental houses, helping to insure privacy for the existing residents.

3. It fixes what is currently an un-platted, unmaintained, gravel road (in very poor condition) used for fire/emergency access to the Northern Part of the Canyons, by adding a paved road in the same area (Item A on the Map). And gives separate fire access roads into both the nightly rental and owner-occupied parts of the project[1].

4. All of the lots affected by the change are owned by Western Commercial Real Estate, PLLC (Joby Venuti).

5. Utility drawings for this proposed change have already been submitted to J.U.C. for review, any comments and requirements by the departments will be followed.

[1] The road through what was previously lot 132 (Item B on the Map) is located on property owned solely by Western Commercial Real Estate (Joby Venuti), and was required as one of the conditions with the Preliminary Plat Approval for the Canyon Del Sol single family residential subdivision.

Site Layout

FOR

Canyons RV Nightly Rental

Hurricane

Utah

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8897
www.rosenbergassociates.com

ROSENBERG ASSOCIATES

CIVIL ENGINEERS • LAND SURVEYORS

REVISIONS	DATE

DWG. 8264

CHECKED BY: RMA

DESIGNED BY: JJH

JOB NO. 1286-20-028

DATE 9/4/2020

SHEET 1 OF 1 SHEETS

Minutes of the Hurricane City Council special meeting held on February 2, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 4 p.m.

Members Present: Mayor Nanette Billings and **Council Members**: Joseph Prete, Dave Sanders, David Hirschi, and Kevin Thomas

Planning Commission Members Present: Dayton Hall, Mark Sampson, Shelley Goodfellow, and Rebecca Broneman

Also Present: City Manager Kaden DeMille, Planning Director Stephen Nelson, and City Recorder Cindy Beteag

4:00 p.m. Training

Training for the following:

Open and Public Meetings

Ethics Act

Sexual Harassment

Stephen Nelson gave a presentation on Open and Public Meetings and Ethics. Due to time the sexual harassment video will be emailed out for everyone to watch. Cindy Beteag handed out a training binder to Council and it was reviewed.

Adjournment

Meeting adjourned at 5:50 p.m.

DRAFT

Minutes of the Hurricane City Council meeting held on March 3, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 3:30 p.m.

3:30 Growth Workshop with the Planning Commission

City Council Members Present: Mayor Nanette Billings and **Council Members**: Joseph Prete, Dave Sanders, David Hirschi, Doug Heideman, and Kevin Thomas.

Planning Commission Members Present: Paul Farthing, Shelly Goodfellow, Mark Sampson**,** Dayton Hall, Rebecca Broneman, Penny James-Garcia.

Staff Present: Planning Director Stephen Nelson, Assistant Planner Fred Resch, City Manager Kaden DeMille, Public Works Director Mike Vercimack, Darrin LeFevre, Ash Creek Sewer District Superintendent Mike Chandler, Water Superintendent Ken Richins, Dallon Wadsworth, Street Superintendent Weston Walker, Power Superintendent Scott Hughes, Parks Superintendent Darren Barney, and Chief Lynn Excell.

Stephen Nelson led the discussion on the growth of Hurricane. Fred Resch starts the presentation by reporting that in 2021, 13,555 units were approved at the preliminary plat and preliminary site plan level. Of the 13,555 approved units, 2,100 are considered resort units. Between 2,600 and 2,700 are approved at the preliminary plat level. The remaining units come from the planned communities Copper Rock, Desert Sands, and Sand Hollow Mesa. The planned communities account for 66% of the units approved in 2021. Copper Rock and Desert Sands have started construction. No construction has been started in the Sand Hollow Mesa planned community. Based on the current rate of building permit approvals and other construction delays, it could take more than 20 years for these units to be built out. Based on Hurricane City population statistics, there are an average of 2.77 residents per household. Completion of these units will increase the population by 37,547 residents.

Fred Resch discussed residential real estate market data in Hurricane City. The median sales price has increased by 8.5%, the inventory of homes for sale has declined by 36%, and there was a 48% increase in the number of homes selling for over $500,000. Industrial areas in Hurricane City are nearly full, and the only industrial areas being built within Washington County are located in Hurricane City. In Washington County, residential lease rates have increased by an average of 102% over the past ten years. Nearly all multifamily housing units have a waiting list. Washington County's industrial vacancy rates are less than 1%. Fred Resch reviewed the Hurricane City General Plan for economic development, including creating more industrial and commercial areas. One of our goals should be to boost our economy so residents of Hurricane City can work in Hurricane City. 75% of Hurricane City residents work outside of the area.

Stephen Nelson continued, "Where do we go from here?" He discussed that the city has some control over Hurricane City's growth by zoning, planning, and annexations. Joseph Prete asked if the approved zone changes in the southern part of the town obligate the city to extend the infrastructure faster than planned. Mr. Nelson stated that developers have signed a development agreement acknowledging the absence of infrastructure, and they have committed to bringing in infrastructure before applying for land use. Mr. Nelson reports that his biggest concern is sprawl. Sprawl is the rapid geographical growth of a city, and it is an expensive development pattern, having a higher impact on resources. There is also a concern that it will take a couple of years to fix the power and water issues in the southern part of the city.

Ken Richins stressed the importance of installing adequate utilities and water tanks. The city should avoid the need to update utilities in the future.
Chief Excell stated that the Police department's biggest problem is retaining and finding officers. The sprawl stretches the department thin between all the areas of the city. The quality of life for the residents is in jeopardy if the Police Department is not fully staffed.
Scott Hughes reported that the Power Department is also spread thin. Lead times on transformers and other materials are also a problem.
Mike Chandler with Ash Creek Sewer District reports that the sewer district has most of the necessary infrastructure. They are getting pressure to annex Virgin and Apple Valley to the Ash Creek District. He discussed the pump station projects underway in the surrounding areas that will benefit Hurricane City. They review their Capital Facility plan every three years to reevaluate impact fees as large developments occur.
Dave Jessop with the Washington County Water Conservancy Water District reported that they are currently working on a Master Plan and Water Use Assessment. It is hard to predict water availability due to the varying water supply. They are working on a reservoir to feed Toquerville's secondary water system with secondary water. The Toquerville water supply is currently being used for culinary and secondary water, and this reservoir will help conserve culinary water.

Mr. Nelson presented a series of questions for the Planning Commission and City Council to get direction.

What are the City Council and Planning Commission's thoughts regarding the topics covered?
Nanette Billings reports that most of the feedback she is getting from citizens is resistance to high density growth. Dave Sanders understands that there are concerns with high density. However, high density is necessary if the goal is to target affordable housing. Kevin Thomas questioned whether high-density housing does provide affordable housing. He would like to see data comparing the cost per square foot in multifamily units to larger lots. Paul Farthing suggests that this growth problem is not the norm and will not be a constant issue. Dayton Hall agreed that these are unusual times. The prices likely won't stay high indefinitely and suggested not to make fast conclusions. Instead, this is a long-term decision. Joseph Prete agreed that affordable housing is an important issue that needs to be addressed. He does think that smaller lot sizes correlate to lower prices. It is an unrealistic goal to provide affordable housing and services without high-density housing. Rebecca Bronemann agrees that residents in the community do not want high density, but it is necessary to look at what benefits the community. She cited average income rates and housing prices within the county. She expressed concern that the rising home costs are pricing out workers needed in the community, such as police officers, firefighters, paramedics, and others who work in the service industry. Higher density housing is necessary to provide more affordable housing. David Hirschi states that it is impossible to stop the growth and still provide affordable housing.

What are the advantages of growth? The City Council and Planning Commission discussed that growth would bring in more commercial properties, which will provide the community with more employment opportunities. Growth also brings in revenue that the city needs to provide services and amenities. Mr. Hirschi is concerned that more growth increases crime.

What should we pursue, and what should we avoid? Rebecca Bronemann would like to see a focus on creating more job opportunities. Growth is an excellent opportunity to invite businesses. Ms.

Bronemann discussed the possibility of adding a municipally owned hospital. Mayor Billings discussed updating the Master Plan to provide more commercial and industrial areas. Mr. Prete sees the need to encourage commercial and industrial growth.

What steps should be taken to manage the growth? Mayor Billings feels updating the Master Plan will help the city manage growth and provide a vision for the future. Mr. Nelson recommends reviewing the Master Plan annually. Mr. Sanders suggests adding areas for more mobile homes and possible zoning for tiny homes. Mr. Nelson explained the standards for RV parks and Mobile Homes. Penny James-Garcia thinks this is growing pain. It is our job to listen to citizens and promote good growth. She doesn't think mobile homes are the best idea. She suggested allowing more ADU's per property, with restrictions on only one per property for vacation rental use. Self-help homes are also a great idea. Mr. Thomas likes ADU's but is concerned because they are only rentals. He would prefer modular homes that can be owned. Mr. Prete expressed the need to review zone changes thoroughly. We need to look at the capital facility plan more often and explore a dual-track impact fees approach. He wants to see an Agriculture Preservation Committee put in place and operating. He thinks each development should provide a required number of affordable housings. Mr. Hall agrees that zone changes are a way to regulate growth. If the infrastructure isn't there, don't approve the zone change. He referenced Copper Rock as an example of the difficulties arising from zone change approvals without proper infrastructure.

Mr. Nelson thanked everyone for their input. He will prepare policy ideas and suggestions for the City Council and Planning Commission.

Meeting Adjourned at 5:32 p.m.

5:00 p.m. Pre-meeting - Department Reports

Weston Walker reported that they are continuing work on patching and crack sealing. The department's crack seal machine is repaired.

Mike Vercimack reports that there will be a preconstruction meeting for the three developments in the Elim Valley area next week. The department remains extremely busy and is currently understaffed.

Ken Richins sent an email report on their department. The Water Department is in training this week.

Scott Hughes discussed the department staffing issues. The substation crew has interviews tomorrow. They have transformers on order, and the lead time is about one year.

Darren Barney is getting ready for spring, fertilizing the grass, and spraying for weeds. The Parks Department is down on staffing, and there are several applicants. The interviews will start next week.

Chief Excell reported that the department had put a notice on social media that they would start issuing tickets for people trespassing on Water District property by Dixie Springs Park.

Discussion Regarding Peach Days-David Stirland

Mr. Stirland was not able to make the meeting. Nothing discussed.

6:00 p.m. -Call to Order

Mayor Billings welcomed everyone to the meeting.

Prayer
Led by Shelley Goodfellow. She also read a thought regarding Ukraine.

National Anthem
Kalister Hutchings

Pledge
Led by Kalister Hutchings.

David Hirschi motioned to move item number four on new business to item number one on old business. Joseph Prete seconds the motion. Motion carried unanimously.

4. Local Consent for **Hurricane Mountain Bike Festival.**

DJ Morrisette reported that this is the eleventh year of the event. There is no difference in this year's request. There will be more vendors than in 2021. However, due to COVID, the festival is expected to be smaller than in 2019.

Dave Sanders motioned to approve Local Consent for Hurricane Mountain Bike Festival. Kevin Thomas seconds the motion. Motion carried unanimously.

Public Forum – Comments from Public

Clark Fawcett sent an email about PID's. PID's are very lucrative to the developer. The citizens need to be protected. It needs to be addressed. We should not be trying to protect the developers. Protect the citizens and the community. He believes there are plenty of ways to do everything they want to do without a PID. It is important to give the staff time to thoroughly review everything before any decisions are made.

OLD BUSINESS

1. Consideration and possible approval of a **reduction in park and road impact fees for an apartment complete located at approximately 6129 W 100 South H-4-2-4-3211 –** Kyle Arbizu

Kyle Arbizu is not present. Stephen Nelson talked to him yesterday and doesn't think he has met the requirements.

Joseph Prete made the motion to table approval of a reduction in park and road impact fees for an apartment complex located at approximately 6129 W 100 South. Kevin Thomas seconds the motion. Motion carried unanimously.

2. Consideration and possible approval of a **Resolution declaring parents are the primary stakeholders in their child's life**-Laurel Frost

Laurel Frost read the proposed resolution. Mayor Billings reports that she has spoken to two parents that were arrested for standing up and disagreeing. Nineteen states have withdrawn from the National School Board Association.

Kevin Thomas motioned to approve the Resolution declaring parents are the primary stakeholders in their child's life. Seconded by David Hirschi. Motion carried with Dave Sanders, David Hirschi, Doug Heideman, and Kevin Thomas voting aye. Joseph Prete abstained because he feels the other resolution was legally better for the City. He is not comfortable with this one.

3. **Consideration and possible approval of a contract award for a chip seal project**.

Weston Walker Street Superintended reports that He and Arthur Lebaron have reviewed the department's budget. They recommend approving Schedule A to Intermountain Slurry. The total amount is $650,290.80. Mayor Billings asked about the different bid schedules. Mr. Walker explained the single chip is to do a single layer on the road, and schedule A is a double chip on the same road. The alternative B schedule is for a road that needs different oil and is not within the budget. CPCP did not give a qualified bid.

David Hirschi motioned to approve the approval of contract award for a chip seal project Schedule A to Intermountain Slurry for $650,290.82. Doug Heidemen seconds the motion. Motion carried with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

4. **Discussion on short term rental ordinance-Nanette Billings.**

Stephen Nelson explained that this ordinance would allow staff to issue a civil fine for violations of short-term licensing standards and zoning violations. Currently, if there is a violation, the police department must issue a citation, which is then handled by the justice court system. There are at least 120 unlicensed short-term rentals.

Mayor Billings asked for clarification of section *I. Enforcement Provision paragraph 5*. If the "guest" is the cause of the complaint, does the owner still lose their license? She reported that most of the complaints are coming from vacation rental homes and not hosting homes. Stephen Nelson commented that the requested changes are listed in pink. Mayor Billings made the recommendation to update this section to be very clear. Joseph Prete questioned the timeline for reapplication after the license is revoked. Cindy Beteag reported that there is no ordinance regarding the timeframe for reapplication. At the last meeting the City Attorney suggested making more revisions before this is ready for a vote. Mayor Billings reports that she has had many comments from people stating they don't want more short-term rentals in the city unless they are in recreational resort zoning. Mr. Nelson agrees that the staff will be supportive of that as a policy.

Kevin Thomas made the motion to continue the discussion on short term rental ordinance to the next meeting as an action item. Doug Heideman seconds the motion. Motion carried unanimously.

NEW BUSINESS

1. Presentation from Ironman

Nanette Billings introduced Kevin Lewis with Greater Zion, a tourism office in the county. They have been involved with Ironman over the past 12 years. The Ironman competition has brought in nearly 120 million dollars in economic impact to the county. He praised the staff for their dedication to making the ironman competition a success. The race is scheduled for Saturday, May 7. There will be about 3,500 competitors. This will be the first World Championship event held outside of Hawaii.

2. Consideration and possible approval of an **Interlocal Cooperation Agreement with Ironman.**

Kaden DeMille reported that the staff hasn't had a chance to review the agreement. Mr. Lewis has agreed to continue this approval until the next City Council meeting.

Joseph Prete motioned to continue approval of an Interlocal Cooperation Agreement with Ironman. David Hirschi seconds the motion. Motion carried unanimously.

3. Consideration and possible approval of **awarding the runway lighting project and the airport – Mike Vercimack**

Mike Vercimack reports that last year the City Council awarded a contract to Jviation to complete engineering for the lighting project. The goal tonight is to award the bid to install the lighting to the lowest bidder. The airport is federally funded, operating on a 10-year horizon budget. The lights have been on CIP for six years, and they are now the top project on this list. The lighting consists of lights that are 14" high. They are controlled by the aircraft coming in. The lights stay on for 15 minutes. Due to COVID, the engineering was funded 100% by the FAA. Hurricane City is responsible for contributing 5% of the costs to install the lighting.

Public Forum – Comments from Public

John Williams expressed appreciation for the City Councils' consideration of their concerns. He and his wife own a hangar at the Hurricane Airport. He was the president of the Utah section of the Illumination Engineering Society (IES). The IES is an international organization that sets standards for the worldwide lighting industry. He also taught lighting classes for more than 30 years. If there are concerns about light pollution, please seek advice from a specialist before making decisions.

Stephen Lemmon has received calls from people who are for and against the project. He travels all over the country for work. Many times, he comes home in the dark. It is dangerous to fly at night. Addressing the noise concern, he reported that only two aircraft have come into this airspace for a total 43 minutes in the past two weeks. People do not like to fly into this airport because of runway safety concerns. They want runway lights for safety. This isn't about more people flying here at night. This is just about safety.

Willard Ashcroft is speaking against the lighting at the airport. He is a former Air Force pilot, and he loves planes and flying. As a resident, he supports the airport. He is right under the flight path, and the flight traffic does not bother him. He speaks of his concerns about noise abatement. He asked for some consideration for the noise at night. There are homes going into the north, and they will have likely be concerned with the noise. He feels the lights will encourage night flying. He asked that the City Council consider this topic regarding the quality of life.

Rick Rathkie is speaking for the lighting. Pilots need safety. He feels that people are concerned that the lighting will facing upwards, impeding the dark skies. This is not factual. A pilot could not land if the lights were directed at the sky. He compared it to the lighting on the stairs in a movie theater, showing people how to exit safely.

Dave Houston is the Hurricane City Airport Manager. Regarding noise concerns, they can educate pilots to be more considerate while flying into the airport at night. There are 60 aircraft based at the Hurricane Airport, and they need these lights for safety. Noise issues can be addressed. Doug Heideman asked if students at SUU are allowed to fly after 9 p.m. Mr. Houston states they can fly 24 hours a day. Scott Freeman (Flight Instructor) explained that for night training, pilots leave at 4 a.m., fly into St. George,

where there are lights, and then come back to Hurricane when the sun comes up. We could start training after twilight, train for an hour, and come back to land if we had lights. We are probably creating more noise by taking off at 4 or 5 in the morning.

Jason Campbell is speaking against the lighting at the airport. He is representing a lot of people that are concerned with noise abatement. We should not have to deal with the noise at night. People can choose to fly out at night by going to St. George. That is their choice. Lights encourage night flying, and it isn't fair to the citizens. If federal funding is used to install these lights, we will not be able to remove them if the future without penalties.

Mayor Billings mentioned someone that is worried about his neighbor, who is a Vietnam Veteran. He is concerned about helicopters flying at night because of his PTSD. Someone also sold their property because of the helicopters coming all day long. Doug Heideman has spent a lot of time on this discussion, and it just gets muddier. He isn't convinced lights will add to the airport's problems. He is concerned about the safety issue. Because the FAA funds us, we are subject to their regulations. Decisions that we make today affect what happens here in 20 years. He thinks more research needs to be done before they vote on it. Lights aren't the problem. He does believe there needs to be a noise ordinance put in place. Kevin Thomas has received a lot of emails about the lights. He doesn't believe these lights will be a dark sky issue. He does believe that the lights provide safety for the pilots. The problem is the noise. The lights wouldn't be an issue if the noise wasn't on the table. He would like to enact a noise ordinance and then revisit this. David Hirschi does have noise concerns, and he doesn't know if the lights will create more problems. He suggested continuing this item until they can brainstorm more ideas. Joseph Prete didn't want to take a position until they had heard from both sides. Several of the emails he has received questioned the use of taxpayer money. Hurricane City is only obligated for 5%. He asks if there are any FAA regulations regarding the lights. He has concerns about how the lights will impact the community. His passion is to preserve agriculture. He thinks increasing the number of flights is negative towards that. Overall, he is not in favor of lights if there are no legal liabilities with FAA. Dave Sanders mentioned previous minutes that state if there is a concern with the lighting, we can ask FAA to move lights down on the list and do the ramp first. He is confused about how we got to this point without talking to the City Council first. He is having a hard time seeing the benefit of the lights. He is concerned about the noise. He thinks the Airport Board needs to help us decide our primary goal for the airport. He believes it needs to be discussed more before they decide.

Carmen Mowbray has a home in St. George but bought a hanger in Hurricane. She agrees that when taking federal money, there is always a concern about the consequences. She notes that the federal money used for projects like this comes from aviation fuel tax. Mayor Billing discussed the specific bylaws that pertain to the aviation board. She wants to clarify that the cost of this light project is $828,327.50. Hurricane City is responsible for 5%, which is $41,416.38. The State of Utah is also responsible for 5%. The remaining cost of $745 494.75 is coming from the FAA. When the FAA gives funds to our airport, we can move and prioritize items on our list. There are a couple of things that we might want to consider. We have only received one bid. This did not come to the City Council to go out to bid. It was only approved for engineering.

Doug Heideman motioned to continue awarding the runway lighting project at the airport for two months**.** Dave Sanders seconds the motion. Motion carried unanimously.

5. Consideration and possible approval of awarding the **bid to purchase and install bleachers at the Hurricane Equestrian Park** – Darren Barney

Requests for proposals were sent to five bleacher companies. Park Warehouse is the bid we have received. The bid amount is $182,496.13. They offered a discount if the bleachers are ordered before March 10. This includes installing them. Darren Barney recommends approving it. He is comfortable with their quality of work. The bleachers are the same height as the existing ones, but they will be longer. This will provide 2,370 seats, including handicap seating. It is possible to bring in the old bleachers to provide additional seating. Doug Heideman is concerned that there is only one entrance to the equestrian park. Mayor Billings has talked to the surrounding property owners, and they are willing to negotiate the sale of land for an entrance.

Joseph Prete motioned to approve awarding the bid to purchase and install bleachers at the Hurricane Equestrian Park in the amount of $182,496.13. Doug Heideman seconds the motion. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

6. Discussion regarding **concerns at the animal shelter** – Tracy Saleen

Tracy Sahleen clarified that she doesn't have concerns at the animal shelter. She is concerned about the number of homes that have been approved and the large number of animals that will bring. She cited that, on average, 70% of homes have pets. Hurricane Animal Shelter only has four large kennels for dogs, 24 for cats, three quarantine kennels for dogs, and 8 for cats. Large kennels can be split into two kennels because of the drop down. However, sometimes the dogs can lift the drop down, making it hard to keep the dogs apart. Last week they brought in 9 strays. They have been at full capacity three times this year. The shelter isn't going to be able to maintain this growth. Horses were recently approved on some lots. The shelter is not equipped to house a horse. She just wanted the Council to be aware of that and to consider adding to the shelter. She expressed thanks to Chief Lynn Excell for everything he does. Mayor Billings stated that she did commit to the staff to work toward a solution. The staff is working on making it easier for residents to register their pets and make payments online. The staff also recommended removing the kennel license and requiring all animals to be licensed. Chief Excell is working on ordinances to bring to the City Council. Mayor Billings asked the staff to write down what is needed so they can bring it to the budget discussion on March 18th.

Dave Sanders motioned to go into a Public Hearing. Kevin Thomas seconds the motion. Motion carried unanimously.

7. **Public Hearing to take comments on the following:**

The creation of **Sand Hollow Mesa Public Infrastructure District No. 1** as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters

The creation of **Sand Hollow Mesa Public Infrastructure District No. 2** as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters

The creation of **Sand Hollow Mesa Public Infrastructure District No. 3** as an independent

body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters

The creation of **Bench Lake Public Infrastructure District** as an independent body corporate and political; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters

Ken Martins lives in Dixie Springs. He has read the House bill and many articles regarding PID's, the most informative article he has read is what Kaden DeMille and Clark Fawcett gave to the City Council. He has read the official Gateway and Sand Hollow Project statement. He thinks the district should have some oversight by the City Council.

Kelby Iverson has strong feelings about PID's. He expressed gratitude to the City Council for doing a good job of representing the citizens. He thinks if the citizens voted on these PID's, they would be denied. We are in this situation because zone changes were approved that shouldn't have been. Our growth needs to happen in a normal and natural way. If this is approved, it will triple our population quicker. He is very against PID's.

Ted Fullerton recommends a separate public meeting dedicated to the discussion of PID's. His project is 80% commercial. He feels the project will bring revenue to the schools, the county, and the city. He would like the opportunity to present everything to the citizens so they can see the other side. Normal and natural growth isn't always good. Smart growth takes advantage of the new ideas that were presented by the legislator to finance the growth in a smarter way. This is a more complex situation than what is being discussed here. He would like to know more about the different aspects of using municipal bonds and other funding options.

Stuart Stout asked if the city had liability benefits if the PID was approved. He stated that this only benefits the developer. Why are we making it easier for the developer? Everything the PID funds can be done without it. He has only heard the developer speak in favor of this. He has not heard anyone else speaking in favor of this.

Kevin Thomas made the motion to go out of public comment. Seconded by David Hirschi. Motion carried unanimously.

8. Consideration for adoption of a **resolution of the City Council of Hurricane City, Utah, providing for the creation of Sand Hollow Mesa Public Infrastructure District No. 1** as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters.

Mayor Billings reported that the items that came in the packets do not have the necessary information. The developers were contacted and informed not to attend. The staff is not ready to make any recommendations due to the lack of information.
Matt Ence who was online, thanked Mayor Billings for the explanation. They believed they had provided everything to the staff. He was of the understanding that it was Hurricane City staff that needed more time to review the information. Mayor Billings stated that what is in the packet doesn't address all that is required.

Kaden DeMille reported that documents weren't received until late last week. The staff was rushed to review the information, and several items needed further clarification. He is not sure if the PID counsel has had the chance to review the comments made by staff. Mr. DeMille's recommendation to the City Council is that the documents in the current format are not ready to be approved. Mr. Ence stated he had not seen the staff's comments yet. They will respond to them as quickly as they can. Doug Heideman wants to know if the PID's will increase development as opposed to a regular development. Mr. Nelson believes if the PID is approved, it is likely that the growth will happen quickly.

Kevin Thomas discussed that there have been a lot of public meetings over the past several months. The City Council has been in several meetings learning about PIDs. He thinks it would be foolish to move forward when we don't have water, and our growth is already exploding. He believes each one has advantages, but he doesn't know if now the right time is. He doesn't know if any added information will change his mind. However, since we told them not to be here, it should be continued so they can be here. Dave Hirschi feels it should be delayed because we told them not to come. He doesn't see anything that will change his mind. Joseph Prete feels the fair thing to do is continue since we told them not to be here.

Dave Sanders motioned to continue adoption of a resolution of the City Council of Hurricane City, Utah, providing for the creation of Sand Hollow Mesa Public Infrastructure District No. 1 as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters. Joseph Prete seconds the motion. Motion carried unanimously.

9. Consideration for adoption of **a resolution of the City Council of Hurricane City, Utah, providing for the creation of Sand Hollow Mesa Public Infrastructure District No. 2** as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters.

Dave Sanders motioned to continue adoption of a resolution of the City Council of Hurricane City, Utah, providing for the creation of sand hollow mesa public infrastructure district no. 2 as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters. Joseph Prete seconds the motion. Motion carried unanimously.

10. Consideration for adoption of a **resolution of the City Council of Hurricane City, Utah, providing for the creation of Sand Hollow Mesa Public Infrastructure District No. 3** as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters.

Dave Sanders motioned to continue the adoption of a resolution of the City Council of Hurricane City, Utah, providing for the creation of sand hollow mesa public infrastructure district no. 3 as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters. Seconded by Joseph Prete. Motion carried

11. Consideration for adoption of a **resolution of the City Council of Hurricane City, Utah, providing for the creation of Bench Lake Public Infrastructure District** as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters.

Dave Sanders motioned to continue adoption of a resolution of the City Council of Hurricane City, Utah, providing for the creation of bench lake public infrastructure district as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters. Joseph Prete seconds the motion. Motion carried unanimously.

12. Consideration and possible approval of an ordinance to **change the Power Board's meeting schedule**-Scott Hughes

Scott Hughes requests to change the Power Board meeting schedule to the first Wednesday of each month. Information from the UAMPS meetings is not always available on the last Tuesday of the month because of UAMPS meeting schedules. Budgetary items reported to the Power Board will be better aligned with the new schedule. He reported that the proposed schedule is also beneficial to the staff preparing for the meeting.

Joseph Prete motioned to approve the ordinance to change the Power Board's meeting schedule**.** Kevin Thomas seconds the motion. Motion carried unanimously.

13. Consideration and possible approval of a proposed **Zone Change Amendment request located at 1200 W 4600 S from RA-1, residential agriculture 1 unit per acre, to R1-15, residential one unit per 15,000 square feet. Parcel number H-3403-K.** Joshua Coen Applicant. Clark Spilker and Pope Engineering Agent.

Steven Nelson reported that the Planning Commission voted to deny it. Robbie Pope commented that he wasn't prepared for the public comments at the Planning Commission last week. He presented a slide show to the City Council. He discussed the history of Sky Ranch. The first phase of Sky Ranch was recorded in 1984. The first phase was designed with direct access to the runway or taxiway access. The fifth phase was in 1996. It is the only phase that does not have direct access to the taxiway. It was also the first phase that did not maintain the 1-acre minimum. What they are proposing is not part of Sky Ranch. It is a 14-acre parcel with 1/3 acre lots.

Mayor billings stated Sky Ranch has the property they need based on the runway. The City Council and the citizens have concerns because there have been two accidents out there. Mr. Pope thinks they are out of the way of the flight path. A citizen stated that it isn't the flight path. It is the noise complaints that will happen. The staff is also concerned that the infrastructure isn’t there. Mr. Pope understands that the infrastructure is not in the area. However, he believes that the infrastructure will be there soon.

Mayor Billings opened the discussion for Public Comment.

Steve Nation lives in Sky Ranch. He is concerned that if there is an engine failure the pilot will need to take the plane down. He hopes that if something like this happens a plane doesn't have to come down on houses.

Joseph Prete states it is not very often that the Planning Commission votes to deny. Planning Commission is against this because it doesn't match the General Plan. The inadequate infrastructure is his concern.

Merri Ann Perkins lives in Adobe Hills. She provided a petition to the Planning Commission with over 100 signatures against this zone change. They also included the surrounding areas on the petition. We want to preserve this area. She understands the need for high-density areas. This is a place where we can still own horses. She has four horses that border an approved development. Eventually, there will be complaints about the smell. This doesn't match the Master Plan. She asked the City Council to deny this zone change.

Sue Sandborn was at the Planning Commission meeting and has been to many Council meetings. She is Impressed with the committee members. They did unanimously recommend denying the zone change. Soloroca was a zone change that should have never been approved. We want to see moving forward that, it doesn't happen again. They are only asking the Council to please uphold the rural residential plan. They love their agriculture area. They are not opposed to development. They are just asking that it is developed consistent with the Master Plan.

Dayton Hall, Planning Commission chair, state the Commission thought 1 acre lots were harmonious. They didn't discuss half-acre zoning. It was a unanimous vote to deny the zone change. Mr. Nelson stated that the Council has the right to change the request from R1-15 to RA-0.5, but the ordinance would need to be updated.

Joseph Prete motioned to deny the Zone Change Amendment request located at 1200 W 4600 S from RA-1, residential agriculture 1 unit per acre, to R1-15, residential one unit per 15,000 square feet. Parcel number H-3403 because it is not compatible with the current General Plan map, the proposed change is not in harmony with the overall character of the proposed surrounding development, the proposed amendment does not have adequate services and the Planning Commission gave a unanimous negative recommendation. Doug Heideman second the motion. Motion carried unanimously.

14. Consideration and possible approval of a proposed **Zone Change Amendment request located at approximately 600 S 3500 W from R1-6, residential one unit per 6,000 square feet; R1-8, residential one unit per 8,000 square feet; R1-10, residential one unit per 10,000 square feet; R1-15, residential one unit per 15,000 square feet, to R1-6, residential one unit per 6,000 square feet and R1- 8, residential one unit per 8,000 square feet.** Parcel number H-4-2-12-1102. D.R Horton (Don Bean) Applicant. Adam Allen Agent.

Adam Allen with American Consulting is working with D.R. Horton to develop parcels. They noticed on a preliminary plat that their zoning does not match the older Sand Hollow Gateway map. The roadways are no longer in alignment. Stephen Nelson provided a background history. The zoning code recommends that zoning boundaries follow roadways, landmarks, and parcel boundaries. The staff believes that this is a minor change. The Planning Commission gave a positive recommendation on this zone change amendment.

Kevin Thomas asked if they were interested in designating areas as self-help homes or affordable homes. Mr. Allen stated that he cannot speak to that. He reported that they would lose ten lots with this

zone change amendment. D.R Horton's goal is to build affordable housing. Mayor Billings explained the City Council is seeking ways to provide affordable housing in the community. She asked for the opportunity to discuss providing affordable housing with corporate.

David Hirschi made the motion to continue possible approval of a proposed Zone Change Amendment request located at approximately 600 S 3500 W from R1-6, residential one unit per 6,000 square feet; R1-8, residential one unit per 8,000 square feet; R1-10, residential one unit per 10,000 square feet; R1-15, residential one unit per 15,000 square feet, to R1-6, residential one unit per 6,000 square feet and R1-8, residential one unit per 8,000 square feet so the agents can speak to corporate. Kevin Thomas seconds the motion. Motion carried with Dave Sanders, David Hirschi, Doug Heideman, and Kevin Thomas voting aye. Joseph Prete abstained.

Kevin Thomas motioned to move item 16 before item 15. Seconded by Dave Sanders. Motion carried unanimously.

16. Consideration and possible approval of a **preliminary plat for Desert Sands Area G, a 125 unit single-family subdivision located at 3000 S Sand Hollow Road.** The Hollows LLC Applicant. Brett Burgess Agent.

Stephen Nelson reports that the staff comments have been addressed, and there are no concerns. Brett Burgess states they will have two access roads in their next phase. The PDO was approved during the same time that the general plan was being approved. There are making some roadway changes They will do an acceleration lane coming out of Dixie Springs Drive onto Sand Hollow Rd. They did a mix throughout the community to allow a better price point, with higher densities just north of this development. Forty acres are dedicated to commercial. There are plans for restaurants in the commercial areas.

Dave Sanders motioned to approve the preliminary plat for Desert Sands Area G, a 125 unit single-family subdivision located at 3000 S Sand Hollow Road subject to staff and JUC comments**.** Doug Heideman seconds the motion. Motion carried unanimously**.**

15. Consideration and possible approval of a **Land Code Use Amendment to Title 10, Chapter 15, regarding Planned Commercial development standards**

Stephen Nelson stated he is not asking for approval tonight. He wants to present the information to the Council to review it before the next meeting. Mr. Nelson discussed the purpose of the zone. The planned commercial properties are mixed-used zoning. The current ordinance is a little vague. There is no density limit within the actual zoning. Previously the City Council recommended having some flexibility for multifamily developments within commercial development areas. The Planning Commission supports mixed-use development, requiring a minimum percental to develop commercial space. They recommend revising the land use code for mixed-use and planning commercial zones to set specific density percentages of residential use. The Council recommended eliminating the five-acre requirement. After discussion, the recommendation is 20% residential with 20% commercial with 15 units an acre mix. The density bonus would come when they do 40% commercial with 20% residential square foot, 20 unit an acre max. One of the reasons we want to do this is to provide commercial in key area. Mr. Nelson provided two options within the packet for the City Council to review.

Joseph Prete made the motion to continue possible approval of a Land Code Use Amendment to Title 10, Chapter 15, regarding Planned Commercial development standards. Doug Heideman seconds the motion. Motion carried unanimously.

17. Consideration and possible approval **of awarding the contract for Old Hwy 91 Pavement Rehabilitation project** – Arthur LeBaron

Mike Vercimack explained the street department has budgeted for the rehabilitation of Old Hwy 91 as it goes down to the industrial park. It is a total rehabilitation of the street. There was a Schedule A and a Schedule B. Mr. Vercimack explained the differences. They made the recommendation to go with Schedule A awarding the bid to Western Rock in the amount of $2,066,599.00

Doug Heideman made the motion to **approve the awarding of the contract Old Hy 91 Pavement Rehabilitation Project,** Schedule A, to Western Rock in the amount of $2,066,599.50. Kevin Thomas seconds the motion. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

Councilman Prete asks that any approval contract be reviewed for strong warranty language.

18. Consideration and discussion of **water acknowledgment statement to be required as part of land use applications**

Stephen Nelson commented this is encouraged by the Water Conservancy District. This would be included in the land use applications. This requires them to obtain a will server letter from the district declaring that they have sufficient water to serve the property. They will also be acknowledging that water is a limited resource. Joseph Prete questioned if this changes something with the current agreement. Mayor Billings mentioned that this could cause an issue in developers obtaining a loan, and she thinks this is overreaching.

Joseph Prete motioned to continue the discussion of water acknowledgment statement to be required as part of land use applications**.** Dave Sanders seconds the motion. Motion carried unanimously.

Adjournment: 11:26 p.m.

TELECOMMUNICATIONS FRANCHISE AGREEMENT
BETWEEN THE CITY OF HURRICANE UTAH
AND INFOWEST, INC

THIS TELECOMMUNICATIONS FRANCHISE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2022 (the "Effective Date") by and between **Hurricane City**, a municipal corporation and political subdivision of the State of Utah, with principal offices at **147 N 870 W, Hurricane, Utah 84737** (the "City") and **InfoWest Inc**, a telecommunications corporation with its principle offices at **435 E Tabernacle St, St. George, Utah 84770** (the "Provider"). The CITY and the PROVIDER may sometimes be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, the Provider desires to provide telecommunications services within the City and, in connection therewith, to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City which consists of telecommunication lines, cables, and all other necessary appurtenances (the "System"); and

WHEREAS, after extensive consideration, the City, in exercising its management of public rights-of-way, has determined that it is in the best interest of the public to provide the Provider a non-exclusive franchise agreement to operate a telecommunications network within the City; and

WHEREAS, the City and the Provider have negotiated an arrangement whereby the Provider may provide its services within the City pursuant to the terms and conditions outlined in the Agreement and all applicable City ordinances, and subject to the further reasonable regulation under the City's police and other regulatory power.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

ARTICLE I
FRANCHISE AGREEMENT

1.1 Agreement. Upon approval by the City Council and execution by both Parties, this Agreement shall be deemed to constitute a binding contract by and between the City and the Provider.

1.2 Grant of Franchise. The City, through this Agreement, hereby grants to the Provider the non-exclusive right, privilege, and franchise to install, repair, maintain, remove and replace its telecommunications system on, in, under, over and across the present and future public rights-of-way in the City in order to provide services.

1.3 Licenses. The Provider hereby acknowledges that it has, or will, obtained any and all necessary approvals, licenses or permits required by federal, state and local law to provide telecommunication services consistent with the provisions of this Agreement.

1.4 Financial Capability. The Provider hereby warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.5 Relationship of Parties. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.6 Pole Attachments. This franchise grants to the Provider the right to use City poles, conduit, or other facilities. Provider must work with the city for approval of such use.

ARTICLE II
FRANCHISE FEE

2.1 Franchise Fee.

a. This agreement is subject to the Utah Municipal Telecommunications License Tax Act Title 10, Chapter 1, Sections 401 through 410, Utah Code Annotated, 1953 as amended, enrolled at the time this agreement is signed or as may be amended. Provider shall pay the City's municipal telecommunications license tax at the rate of **3.5%** of the gross receipts from telecommunications service attributed to the municipality. Said tax shall be paid through the Utah State Tax Commission.

b. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

c. Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by the Provider. Interest shall accrue on late payments at the rate of **1 ½%** per month until paid. Compliance by the Provider with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

d. The City and the Provider hereby agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate changes in the Franchise Fee including payment provisions; provided, however, such new or changed provisions shall substantially confirm with the provisions contained in any permits held by other similarly situated companies.

e. City shall have access to any and all of Provider's business records upon reasonable notice for the purpose of auditing compliance with the above tax provisions.

f. The Provider hereby represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build a network within the City to provide telecommunication services to customers within the City.

2.2 Equal Treatment. The City hereby agrees that if any service forming part of the base for calculating the Franchise Fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from any such third party a fee or tax on gross revenues from such competing service in the same percentage identified herein, plus the percentage specified as a utility revenue tax or license fee in the then-current ordinances of the City, or to waive collection of the fee(s) provided for herein that are subject to such competition.

ARTICLE III
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to the Provider herein shall be for a period of twenty (20) years commencing on the Effective Date first set forth above in this Agreement unless this Agreement is terminated sooner as provided herein. At the end of the initial twenty (20) year term of this Agreement, the franchise granted herein may be renewed by the City and the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, by the Provider providing to the City's representative designated herein written notice of the Provider' s intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of Provider upon Expiration or Revocation. Upon expiration of this Agreement, whether by lapse of time, by agreement between the Parties, or by revocation or forfeiture, the Provider shall have the right to remove from the City' s rights-of-way any and all of its system; however, in such an event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of-way for which such system is removed to as good a condition as the same was before the removal was affected.

3.3 Rights of City upon Expiration or Revocation. Upon expiration of the term of this Agreement, forfeiture, or lawful revocation of this Agreement, and if no renewal or extension thereof is agreed upon, the Provider may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the franchise. Alternatively, the removal or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement between the Parties or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this franchise Agreement against the Provider or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Provider shall work together to take all other actions deemed by the City as necessary and proper to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Provider.

ARTICLE IV
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

4.1 Franchise Rights to Use the Public Rights-of-Way. The Provider shall have the right to use the public rights-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement; provided, however, that the Provider shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or

wires on, in, under, along, over, across or within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. In addition, the Provider shall have the right to utilize any easements across private property granted to the City for utility purposes; provided, however, that the Provider obtain the City' s prior written permission in each case and the documents granting any such easements to the City to authorize such use. The Provider specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Agreement extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. The Provider is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right of-way, and the Provider remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Provider Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Provider or the Provider' s successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Provider, upon notice of such requirement and written demand made of the Provider, and within a reasonable time thereof, but not less than thirty (30) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Provider shall be at no cost to the City; provided, however, that the Provider and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Provider to install or relocate its lines underground shall be subject to the provisions of Article IV, Paragraph 4.4 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Provider may be entitled for work done by the Provider pursuant to this Paragraph shall be the property of the Provider. The City shall assign or otherwise transfer to the Provider all rights the City may have to recover costs for such work performed by the Provider and shall reasonably cooperate with the Provider' s efforts to obtain reimbursement. In the event the City has required the Provider to relocate its facilities to accommodate a private third party, the City shall use good faith to require such third party to pay the costs of any such relocation. Notwithstanding anything to the contrary herein, the Provider' s use of the right-of-way shall in all matters be subordinate to the City' s use of the right-of-way for any public purpose. The City and the Provider shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the

facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Provider Property; Emergencies. Except as otherwise provided herein, the City, without the prior written approval of the Provider, shall not intentionally alter, remove, relocate, or otherwise interfere with any Provider facilities. Approval by Provider will not be unreasonable withheld. However, if it becomes necessary (in the judgment of the Mayor, City Council, City Engineer, Fire Chief, Police Chief, or their designees) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Provider because of a fire, emergency, disaster, or other imminent threat thereof, these acts may be done without prior written approval of the Provider, and the repairs thereby rendered necessary shall be made by the Provider, without charge to the City. Should the City take actions pursuant to this section, the Provider shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Provider' s property; and/or (b) interruptions of telecommunications services provided by the use of or through the Provider' s property (including telecommunications services provided by the Provider to the Provider' s customers), whether such claims, demands, liens, or liability arise from or are brought by the Provider, its insurers, the Provider' s customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state or other governmental sources, the City shall include in its request the costs incurred by the Provider to repair facilities damaged by the City in responding to the emergency. Any funds received by the City on behalf of the Provider shall be paid to the Provider within thirty (30) business days.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Provider shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and open property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If, during the course of work on its facilities, the Provider causes damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Provider, at its own cost and expense and in a manner approved by the City, shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement, or other public property to its previous condition in accordance with applicable City ordinances, policies and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in cases of emergency, the Provider, prior to commencing work in the public way, street or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Provider shall also be required to obtain a road break permit from the Public Works

Department. Such permit shall not be unreasonably withheld. The Provider shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of eighteen (18) months following the completion of the repair work performed pursuant to Paragraph 4.5 above, the provider shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired or replaced to the satisfaction of the City. Provider will comply with all applicable City Ordinances related to the posting of bonds and guarantee of repairs.

4.7 Safety Standards. It shall be the Provider' s responsibility to ensure that the Provider' s work, while in progress, be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations or standards imposed by law including, but not limited to, signage in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 City Supervision. The Provider shall construct, operate, and maintain its network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Provider. The Provider' s network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided, however, that such inspection shall be conducted at reasonable times and upon reasonable notice to the Provider.

4.9 Provider's Duty to Remove Network.

a. The Provider shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

i. This franchise grant is terminated or revoked pursuant to notice as provided herein; or

ii. This franchise grant expires pursuant to the terms of this Agreement.

b. The removal of any or all of the network by the Provider that requires trenching or other opening of the City's streets shall be done only after the Provider complies with applicable City Ordinances related to opening City Streets.

c. The Provider shall receive notice in writing from the City setting forth one (1) or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Provider shall notify the City not less than three (3) business days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two (2) lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Provider, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Paragraph 4.7 above, and the City shall receive no less than 48 hours' notice of said closure.

4.11 Agreement to Abide by Construction and Technical Requirements. In addition to the provisions of this Article 4, the Provider expressly agrees to comply with all other provisions of City governing the construction and technical requirements of the Provider' s network and system.

ARTICLE V
POLICE POWERS

5.1 Police Powers. The City hereby expressly reserves, and the Provider hereby expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE VI
SEVERABILITY

6.1 Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties shall negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this

Agreement and its ability to manage its rights-of-way in a manner similar to that provided in this Agreement and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement and the City's excavation ordinance.

ARTICLE VII
EARLY TERMINATION; REVOCATION OF FRANCHISE; OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

a. The Provider fails to make timely payments of the Franchise Fee as required under Article II of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;

b. The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider' s control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after a hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the non-compliance was not the intentional or negligent act or omission of the Provider;

c. The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be should under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) calendar days; or

d. In furtherance of the Provider' s policy or through acts or omissions done within the scope and course of employment, a director or officer of the Provider knowingly engages in conductor makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

ARTICLE VIII
NOTICES

8.1 City Designee and Address. The Mayor of the City or his/her designee(s) shall serve as the City' s representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Provider to the City pursuant to or concerning this Agreement shall be delivered to the City' s representative at **147 N 870 W, Hurricane, Utah 84737**, or other such officer and address as the City may designate by written notice to the Provider.

8.2 Provider Designee and Address. Unless otherwise specified herein, all notices from the City to the Provider pursuant to or concerning this Agreement shall be delivered to **435 E Tabernacle St, St. George Utah, 84770;** with a copy to General Counsel at the same address.

8.3 Failure of Designee. The failure or omission of the City' s or the Provider' s representative to act shall not constitute any waiver or estoppel by the City or the Provider.

ARTICLE IX
INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or business loss (whether direct, indirect, or consequential), or any injury to or death of any person(s) that may occur in the construction, operation, or maintenance by the Provider of any of its lines and appurtenances hereunder, except to the extent of the City' s own negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Provider Indemnification of City. The Provider shall indemnify and, at the City' s option, defend and hold the City, its elected and appointed officers, agents, and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the exercise by the Provider of the related rights, or from the operations of the Provider within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Provider' s negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement including construction, operation and maintenance of telecommunications lines and

appurtenances, whether or not any such use, act or omission complained of is authorized, allowed, or prohibited by this Agreement.

9.3 Notice of Indemnification. The Provider shall give prompt written notice to the City of any claim, demand or lien that may result in a lawsuit against the City. The City shall (i) give prompt written notice to the Provider of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (ii) unless, in the City' s sole judgment, a conflict of interest may exist between the City and the Provider with respect to such claim, demand or lien, permit the Provider to assume the defense of such claim, demand or lien with counsel satisfactory to the City. If such defense is not assumed by the Provider, the Provider shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its elected or appointed officers, agents, or employees.

9.4 Insurance. The Provider shall file a Certificate of Insurance with the City prior to commencing any action pursuant to this Agreement, and shall at all times thereafter maintain in full force and effect, at its sole expense, an acceptably policy or policies which have one (1) of the three (3) highest or best rating from the Alfred M. Best Company of liability insurance, including comprehensive liability insurance. The policy(ies) shall name the City as an additional insured and in their capacity as such, also the City' s elected and appointed officers, agents, and employees. Policies of insurance shall be in the minimum single limit amount of three million dollars ($2,000,000) per occurrence. The insurer(s) shall be authorized to write the required insurance in the State of Utah. The policy(ies) of insurance shall be maintained by the Provider in full force and effect during the full term of this franchise Agreement. Each policy of insurance shall contain a statement on its face that the insurer(s) will not cancel the policy or fail to renew the policy, whether for nonpayment of premium or otherwise, and whether at the request of the Provider or for other reasons, except after thirty (30) calendar days' advance written notice mailed by the insurer(s) to the City, and that such notice shall be transmitted postage prepaid.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and which seeks indemnification from the Provider, and in which the City, in its own reasonable discretion, believes that a conflict of interest with the Provider exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Provider shall reimburse the City for all reasonable attorneys' fees including those employed by the City in such case (s), as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit(s),

whether such suit(s) are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 No Creation of Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties, but is solely for the benefit of the Provider and the City. In the event any claim is made against the City that falls under these indemnity provisions and a court of competent jurisdiction should adjudge, by final decree, that the City is liable therefore, the Provider shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorneys' fees incurred by the City in defense thereof. Nothing herein shall be deemed to prevent the Parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not, under any circumstances, relieve the Provider from its duty of defense against liability or paying any judgment entered against such party.

9.7 Performance Bonds and/or Cash Bonds and other Surety. To ensure completion of the Provider' s performance of its obligations hereunder, the Provider shall furnish to the City a performance bond and/or cash bond from an insurer or guarantor that is acceptable to the City prior to commencing any action pursuant to this Agreement. At the City's sole discretion, and based on the project, a performance bond and/or cash bond may be required.

ARTICLE X
REMEDIES

10.1 Duty to Perform. The Provider and the City hereby agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Provider or the City fail to fulfill any of their respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3 Third Party Beneficiaries. The benefits and protections provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party hereto and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto.)

10.4 Reserved Rights. Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

10.5 Force Majeure. The Provider shall not be held in default or non-compliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond the Provider' s ability to control; however, the Provider shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the City to enforce such prompt compliance.

10.6 No Waiver. Nothing herein shall be construed as to imply that the City waives any right, payment, or performance based on future legislation where said legislation impairs this Agreement in violation of the United States or Utah Constitutions.

ARTICLE XI
TRANSFER OF FRANCHISE

11.1 Written Approval Required to Transfer. The Provider shall not transfer or assign any rights under this Agreement or the franchise granted herein to another entity unless the City first gives its approval in writing, which approval shall not be unreasonably withheld or delayed; provided, however, that the Provider may fully assign the franchise contained herein to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the franchise as property subject to the liens of the Provider' s mortgages or other security interests shall not constitute a transfer or assignment. A lease of the Provider' s system to a third party shall not constitute a transfer or assignment of the franchise for purposes of this Agreement. Any attempted assignment or transfer without such prior written consent shall constitute a default of the franchise and this Agreement. In the event of such a default, the City shall proceed according to the procedures set forth in this Agreement and any applicable state, federal or local law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of the Provider' s franchise is scheduled to become effective, the Provider shall petition in writing for the City Councils written consent for such a proposed assignment or transfer. The City shall not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider the following:

a. Experience of the proposed assignee or transferee (including conducting an investigation of the proposed assignee or transferee' s service record in other communities);

b. Qualifications of the proposed assignee or transferee;

c. Legal integrity of the proposed assignee or transferee;

d. Financial ability and stability of the proposed assignee or transferee;

e. The corporate connection, if any, between the Provider and the proposed assignee or transferee; and

f. Any other aspect of the proposed assignee's or transferee's background which could affect the health, safety and welfare of the citizenry of the City as it relates to the operation of a telecommunication network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit acknowledging that it has read, understands, and intends to abide by this franchise Agreement.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of the Provider, except that an assignment or transfer shall not relieve the Provider of its liabilities under this franchise Agreement until the assignment actually takes place or unless specifically relieved by federal, state, or local law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer upon Revocation by the City. The Provider and the City hereby agree that in the event of a lawful revocation of this franchise, at the Provider's request, which shall be made in the Provider's sole discretion, the Provider shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party. The City further hereby agrees that during such a period of time, it shall authorize the Provider to operate pursuant to the terms of its prior franchise Agreement; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If, at the end of that six (6) month period, the Provider is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, the Provider and the City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Provider's continued operation of its network during the six (6) month period shall not be deemed to be a waiver or extinguishment of any rights of either the City or the Provider. Notwithstanding anything to the contrary set forth herein, neither the City nor the Provider shall be required to violate federal or state law.

11.6 Abandonment of Facilities by the Provider. The Provider, with the consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Provider shall have no further responsibilities or obligations concerning those facilities.

ARTICLE XII
GENERAL PROVISIONS

12.1 Binding Agreement. The Parties hereby represent that (i) when executed by their respective parties, this Agreement shall constitute all the legal and binding obligations of the Parties pertaining to the subject matter contained herein; and (ii) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs and successors, administrators and assigns of each of the Parties.

12.2 Governing Law. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Utah. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Washington County, State of Utah or in any other successor district court of competent jurisdiction.

12.3 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder of this agreement from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

12.4 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year set forth above.

HURRICANE CITY, UTAH

_____

John Bramall, MAYOR
Hurricane City Corporation

Date: _____

ATTEST:

_____

, CITY RECORDER

STATE OF UTAH)
: Ss.
COUNTY OF WASHINGTON)

This is to certify that on the ____ day of _____, 2022, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared John Bramall, known to me to be the Mayor of Hurricane City Corporation, and _____ _____known to me to be the City Recorder of Hurricane City Corporation, and acknowledged to me that he the said John Bramall and She the said _____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.

_____

NOTARY PUBLIC

_____

By: _____

Titles: _____

Date: _____

STATE OF _____)
: Ss.
COUNTY OF _____)

On this ___ day of _____, 2022, _____ personally appeared before me _____, and duly acknowledged to me that he/she signed the above and foregoing document.

_____
NOTARY PUBLIC

Title 13 - FRANCHISES

CHAPTER 1. - VIDEO SERVICES FRANCHISE

Sec. 13-1-1. - Title.

This chapter shall be known as the Video Services Franchise Ordinance.

Sec. 13-1-2. - Definitions.

For purposes of this chapter, the following terms, phrases, words and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall have the same meanings as the terms used in title 7, chapters 8 and 11 of this Code, and if not defined there, their common and ordinary meaning.

Basic service means any service tier that includes the retransmission of local television broadcast signals.

Cable act means Title VI of the Communications Act of 1934, as amended, 47 USC section 151 et seq., and all other provisions of the Cable Communications Policy Act of 1984, codified at 47 USC section 521 et seq., and the Cable Television Consumer Protection and Competition Act of 1992 as codified at 47 USC section 543 et seq.

Cable service means:

A. The one-way transmission to subscribers of:
    1. Video programming; or
    2. Other programming service; and
B. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

Franchise agreement means a contract entered into in accordance with the provisions of this chapter between the City and a franchisee that sets forth the terms and conditions under which a franchise to provide video services will be exercised.

Grantee means any person, firm or corporation granted a franchise by the City.

Gross revenues means:

A. All revenues derived by a grantee, or an affiliate of grantee in connection with its provision of video services in the City via a video service system including, but not limited to:
    1. Revenue from any video service which generates revenue of any type whatsoever and which is offered to the subscribers by means of a video services system, including, but not limited to, leased access fees and advertising revenues.
    2. Revenue from all charges for the installation, connection and reinstatement of equipment necessary for the utilization of the video services.
    3. Grantee's pro rata portion of any revenues derived from any other person or source and attributable to

grantee's provision of video services in the service area via a video services system, to which the City is authorized to apply a franchise fee under the cable act, state or local law as it may exist from time to time during the term of the franchise agreement.

B. For the purpose of calculating franchise fees, the following shall not be included in the definition of gross revenue:

1. State or local taxes, such as sales taxes, imposed upon an end user where the grantee acts as a collection agent for the state or local taxing authority.
2. Bad debt, to the extent it is not collected.
3. Affiliate revenues are not counted as gross revenues of the grantee where that would result in a double count of the same revenues for purpose of calculating the franchise fee owed.

Service area means the geographic area in which a grantee is authorized to provide video services.

Subscriber means any person or entity lawfully receiving video service from grantee or an affiliate of grantee.

Transfer means any transaction subject to review under section 13-1-17 of this chapter.

Video service system means a communications system that is designed to be used, or is used to provide video services.

Sec. 13-1-3. - Application for franchise agreement.

A. *Information required.* All initial franchise applications to construct, operate or maintain any communications system for the purpose of providing video services, or to provide video services via a communications system in this City shall be filed with the City Recorder-Clerk, and each such application shall set forth, contain or be accompanied by the following in addition to the information required by title 7, chapter 8 of this Code:

1. The name, address, and telephone number of the applicant.
2. A detailed statement of the corporate or other business entity organization of the applicant, including, but not limited to, the following:
   a. The names, residence addresses and business addresses of all officers, directors and partners or business associates of the applicant.
   b. The names, residence addresses and business addresses of all persons and entities having controlling, or being entitled to have or control five percent or more of the ownership of the applicant, and the respective ownership share of each such person or entity.
   c. The names and addresses of any parent of the applicant to the ultimate parent; and the names and addresses of each entity responsible in whole or in part for management or operation of the applicant or the video service system that will be used by applicant, along with a description of the nature of the responsibilities of such entity.
   d. A description of the previous experience of the applicant in providing video services and constructing systems used to provide video services; and an identification of all communities in the state where applicant, or any affiliate, provides video services.
   e. Information regarding the legal, financial, technical and character qualifications of the applicant.
   f. Whether grantee is filing the application as a cable operator of a cable system within the meaning of the cable act.
3. A detailed description of the proposed plan of operation of the applicant, which shall include, but not be

limited to, the following:

a. A map or maps of a scale not less than one inch equaling one hundred feet (1" = 100') showing the precise geographic area for which applicant seeks a franchise agreement.

b. Plans showing any existing location of the communications system that will be used to provide video services; and, unless the communications system is fully constructed except for drops to subscribers, a plan for system construction, containing at least the information required by subsection 13-1-6C of this chapter.

4. A copy of the form of any agreement, undertaking or other instrument proposed to be entered into between the applicant and any subscriber.

B. *Additional information.* The City may request such additional information as it deems necessary to determine whether or not the application should be granted. The failure to file a complete application, or to provide additional information requests, is grounds for rejecting an application.

C. *Time for review.* An initial application for a franchise shall be reviewed promptly by the City. The City may grant or deny the application, or grant it subject to conditions. To the extent that the federal communications commission requires the City to take a final action on a completed application by a date certain, a completed application for a franchise shall be deemed denied by final action of the City if the City has not adopted an ordinance granting a franchise to the applicant prior to the deadline, unless the applicable deadline has been lawfully extended.

D. *Time for denial.* Unless the FCC alters the deadlines, the date on which the application shall be deemed denied for purposes of subsection C of this section shall be:

1. Ninety days after the filing of a completed application by an entity for an initial cable franchise that already has a communications system in the rights of way;

2. One hundred eighty days after the filing of a completed application by any other entity.

3. Provided that, where an application is submitted in connection with a transfer, the deadlines in section 13-1-17 of this chapter shall apply.

E. *Renewals.* Franchise renewals shall be according to applicable state and federal law. The City and grantee by mutual consent, may enter into renewal negotiations at any time during the term of the franchise.

Sec. 13-1-4. - Grant and acceptance of franchise.

A. *Acceptance required.* No franchise agreement shall become effective for any purpose unless and until an ordinance is passed by the City approving the franchise agreement. No franchise shall be effective until accepted unconditionally by the grantee. Grantee shall be deemed to have unconditionally accepted a franchise by signing a franchise agreement countersigned by the City.

B. *Subject to general ordinance provisions.* Any franchise agreement granted is hereby made subject to the general ordinance provisions of this chapter and title 7, chapters 4 and 8 of this Code.

C. *Right of police power.* Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Grantee shall comply with all laws and ordinances enacted by the City pursuant to that power. No franchise shall be interpreted in a manner that limits a grantee's obligations under this section.

Sec. 13-1-5. - Additional conditions of street occupancy.

A. *City use of pole and conduits in rights-of-way.* Subject to any applicable state or federal regulations or tariffs, the Cit after giving written notice, have the right, without cost, to make use of any poles or conduits controlled or maintain for use of the grantee, that are located in any public way. Such use by the City shall not interfere with current or fut by the grantee.

B. *Use by others of poles.* In cases where access to a grantee's poles are not regulated by the Public Service Commission or by the Federal Communications Commission:

1. If another public utility is denied the privilege of utilizing poles or wire holding structures constructed and installed by the grantee within streets; and
2. The City finds that such use would enhance the public convenience and would not unduly interfere with the grantee's operations.

The City may require the parties to enter into a mutually agreeable joint pole use agreement with respect to the then unused capacity until such time as the poles and wire holding structures are needed by the owner thereof, so as to avoid proliferation of poles and wire holding structures, and may set the terms and conditions for access if the parties cannot agree, in a manner consistent with the manner in which rates are set for poles under 47 USC section 224, or under state law.

Sec. 13-1-6. - Extension of service; duty to serve.

A. *Minimum service area.* Except as provided in this section, the City shall not approve any franchise that provides for a service area smaller than the City, as it existed as of the effective date of the franchise. The City may grant a franchise that permits a grantee to serve areas annexed after the effective date of the franchise. The foregoing does not apply:

1. To an open video system;
2. To a video service provider offering services via an infrastructure system, where infrastructure provider agrees to terms and conditions for system build out, or agrees to make payments to support build out of systems used by others to provide video services, that the City accepts in satisfaction of obligations of video service providers who use such infrastructure system; or
3. Where an applicant shows that the service area is economically infeasible; that granting a franchise for a smaller area will not adversely affect the development of competition throughout the City; and that the proposed service area is such that granting a franchise for that area will not unfairly disadvantage any franchised video service provider.

B. *Time to provide service.* A video service provider must complete construction of its system within a reasonable time, so that it passes by all dwelling units within its service area, which time shall be specified in the franchise and subject to the density requirements in subsection D of this section.

C. *Sequence of construction.* As a condition of receiving a franchise, each video service provider must submit a plan for the sequence of construction that ensures it does not discriminate against residents of the City based on income. The plan must show the timing of construction by geographic area and the schedule for completion of construction by geographic area. A schedule for completion of construction may be tied to the success of the applicant in the marketplace. In determining whether the plan is acceptable, the City may take into account:

1. The amount of time required to build out the video service system first franchised to serve the City; and
2. The amount of construction required to serve the service area; and

3. The time required to provide the applicant reasonable opportunities to recover its investment.

D. *Density requirements.* A grantee may, but is not required to serve any portion of its service area where the density is less than five dwelling units per linear quarter mile unless the potential subscriber agrees to pay extension charges as provided in this section. In extending service, the following requirements shall be met:

1. In any portion of the service area where the density is five dwelling units or more per linear quarter mile, a grantee shall provide video service to any person that requests it at its normal connection fee; provided, that grantee is able to reasonably obtain all easements or permissions, if any, which are necessary to extend service relating thereto. Provided that, where the distance from the curb to the demarcation point on the potential subscriber's premises is greater than 150 feet, a grantee may charge an additional fee to recover the costs of extending the system the additional distance.
2. In areas with less than five residential units per linear quarter mile, a grantee shall offer a cost sharing arrangement with residents desiring video service wherein each will bear their proportionate share of construction costs. For example, if there are four dwelling units per linear quarter mile grantee must extend service if the potential subscribers are willing to pay one-fifth of the cost of extending the system to pass by the dwelling units, and the grantee must bear four-fifths of the construction cost. Should additional residents actually subscribe to video service in areas where subscribers have already paid a proportionate share under the extension cost sharing formula, subscribers who have previously paid a proportionate share shall be reimbursed pro rata for their contribution or proportional share thereof. In such case, the pro rata shares shall be recalculated and each new subscriber shall pay the new pro rata share, and all subscribers who previously paid a proportionate share shall receive pro rata refunds. However, one year after completion of a project, subscribers who have paid a share of line extension costs shall no longer be eligible for refunds, and the amounts paid in construction costs thereafter shall be credited to the plant account of grantee.
3. The subscriber who must pay additional amounts for extended connections or for distribution cable construction, as provided in subsection D2 of this section, shall be given a written estimate of the additional amount payable by them prior to their subscription, and they shall in no event be required to pay more than five percent over this estimate.

Sec. 13-1-7. - Community access services.

A. *Requirement to provide access channels.*

1. For any franchise effective after the effective date hereof, each grantee shall at a minimum provide the greater of:
   a. Two activated channels for public, educational, or government use; or
   b. The greatest number of channels being provided under any video service franchise for the City.
2. For any franchise effective after the effective date hereof, the City may require activated additional channels for public, educational or government use as necessary to satisfy the needs and interests of the community as determined at the time an applicant seeks a renewal, extension or initial issuance of a franchise. Each franchise shall require the grantee to provide additional channels based on usage.
3. For any franchise granted prior to the effective date hereof, a grantee shall provide access channels and support for access channels as required by its franchise, and by this section as the same was in effect on January 1, 2009, until it ceases to operate under the terms and conditions of that franchise.
4. The City may designate itself or another entity to manage the channels, and may designate the purposes for

which the channels may be used, consistent with applicable law.

5. The City may establish rules and procedures for the use of the channels, or authorize its designee to establish rules and procedures for the use of the channels.

B. *Channel assignments.* Access channel assignments shall be made by a grantee in consultation with the City and shall be uniform on that grantee's system throughout the City. Unless it is technically infeasible to do so, a grantee shall place PEG channels at the same channel locations as are being used by a video service system in the City designated by the City. Each grantee's system shall, insofar as technically and economically feasible, be compatible with and able to tie into all other franchised video service systems providing video services within and adjacent to the City so as to enable each system to carry and cablecast the public, educational and governmental access programming of the other systems. The City may require a grantee to interconnect its system with other franchised video service providers.

C. *Minimum requirements for channels.* Access channels shall be carried on the basic service tier, and shall be available to every subscriber without any additional charges for equipment beyond the charges for equipment the subscriber pays to receive the commercial services to which the subscriber subscribes. Access channels shall be of the same quality, have the same features and functionality as the primary broadcast signals carried by the grantee. The channels shall be selectable from the same menus used to access other commercial programming, shall be as prominently featured as other channels, and if the information is provided to grantee, shall contain the same type of information as is carried with respect to commercial programming. Each grantee must pass through the full PEG signal to subscribers, including information equivalent to that carried in the vertical blanking interval.

D. *Extension of system.* Each grantee is responsible for extending its system to points from which it can pick up the access channels at no cost to the City or to the persons programming the channels, which extension may be direct, through an interconnection or by other reasonable technical means.

Sec. 13-1-8. - Rates.

A. The City expressly reserves the right to regulate the rates which a grantee charges its subscribers for basic service and for such other services and equipment as the City is now, or may hereafter be, permitted to regulate consistent with applicable law. A grantee shall not deny, delay, interrupt or terminate cable service or the use of cable television system facilities to subscribers because of an action by the City related to its regulation of the rates; provided, however, that nothing herein shall be construed to limit a grantee's right to seek judicial review of such action. The City may from time to time adopt rules and procedures for the regulation of rates.

B. Each video service provider shall provide notice of rate changes to the City and to subscribers as if it were a cable operator subject to the notice rules established by the Federal Communications Commission.

Sec. 13-1-9. - Customer service standards.

A. *Minimum standards.* Each grantee under this chapter shall satisfy the customer service standards established by the FCC pursuant to 47 USC section 552 as if it were a cable operator, and such additional or stricter customer service or consumer protection requirements as are included in this Code, or as the City may adopt from time to time by resolution, or as may apply under applicable law.

B. *Waiver of standards.* Customer service standards and reporting requirements may be waived by the City Manager where:

1. A grantee shows the standard as applied to it is too burdensome; and
2. The grantee proposes an alternative standard that the City Manager determines will reasonably protect subscribers in light of the customer service record of the grantee requesting the waiver.
3. The waiver shall expire in 90 days unless a longer period is approved by the City Council. The City Council may revoke a waiver at any time, upon 60 days' notice.

C. *Opportunity for comment.* After the effective date hereof, before adopting any additional video service specific customer service standards, the City shall provide grantees an opportunity to comment on the proposed standards before they are adopted.

D. *Billing practices.*

1. *Failure to pay.* The due date for a bill may be no earlier than 15 days after a bill is mailed. No penalty or late fee may be assessed until five days after the due date. A payment is made as of the earlier of the date it is received, or the date a payment by mail is postmarked.
2. *Return of deposits.* If the grantee collects a deposit or advance charge on any service or equipment requested by a subscriber, the grantee shall provide such service or equipment within 30 days of the collection of the deposit or charge or it shall refund such deposit or charge by mail postmarked within seven working days thereafter. Nothing in this section shall be construed to limit the grantee's liability for damages because of its failure to provide the service for which the deposit or charge was made.
3. *Pro rata refunds.* In the event that a subscriber terminates service prior to the end of a prepaid period, the pro rata portion of any prepaid subscriber fee which represents payment for services which are no longer to be rendered shall be refunded promptly, but in no case more than 30 days after receipt of the request of termination.
4. *Security deposits.* Security deposits may not be levied on a discriminatory basis. A grantee shall not charge an equipment security deposit greater than the equipment's actual cost to the grantee. Any equipment security deposit collected by the grantee shall be returned to the subscriber no later than the earlier of:
    a. Twelve months after its collection, if the deposit was collected from a person that is still a subscriber; or
    b. Within 30 days of return of such equipment undamaged, with allowance for reasonable wear and tear, and payment of any outstanding balance due and payable for lease of the equipment.

E. *Time for installation completion.*

1. Subject to subsection E2 of this section, standard subscriber installations shall be completed within seven business days (unless the subscriber requests a later date). A standard installation is an installation where distance from the curb to the demarcation point on the potential subscriber's premises is 150 feet or less. During normal operating conditions, this standard will be met 95 percent of the time, measured on a quarterly basis.
2. Upgrades or reconnections of service by a grantee shall be performed and completed within seven working days of a subscriber requesting such upgrade or reconnection. During normal operating conditions, this standard will be met 95 percent of the time, measured on a quarterly basis.
3. For nonstandard installations, or where a system extension is required, work must be completed promptly, and no later than 60 days after the extension request, unless the City grants an extension of the time. The City shall not unreasonably deny a request for an extension where proper engineering, planning and construction require more time.

F. *Missing appointments.* If the grantee fails to meet an appointment, the grantee shall in the case of an installation, reconnection or upgrade, at a minimum, waive all charges for installation, reconnection or upgrade applicable to th customer whose appointment was missed. If the grantee fails to meet a service or repair appointment, the grantee a minimum, waive all repair charges, if any are applicable to the customer whose appointment was missed, and cre account of the customer whose appointment was missed an amount of no less than $20.00, in addition to automati providing credits for the period during which service was lost.

G. *Credit for outage, interruption.* A grantee shall provide a subscriber with credit for a signal or service interruption exceeding four hours in duration. The credits provided herein need be given only upon request made by a subscriber. The request may be made at the time a subscriber calls to report a signal or service interruption, whether or not the four hours has elapsed at the time the call is made; and may be requested up to 60 days after the signal or service interruption occurs. A "signal or service interruption" refers to the loss of sound or picture on any channel, or the significant deterioration of the same on any channel.

H. *Records maintained.* Grantee shall maintain a record or "log" of signal or service interruptions; and customer complaints describing the date and nature of the interruption or complaint, and the date and nature of the action taken by grantee. These records shall be kept at grantee's local office for a period of three years. Each grantee shall collect information, and shall maintain records to show its performance with respect to all applicable customer service standards.

Sec. 13-1-10. - Disconnections; voluntary and involuntary.

A. *Involuntary disconnection.* Before an involuntary disconnection of a subscriber's service takes place, the following must occur:

1. The subscriber shall in fact be delinquent in payment at least 45 days after the posting of the bill before notice of disconnection may be given;
2. Notice shall be by separate written advice of impending disconnection that may be mailed or personally served upon the subscriber before disconnection;
3. If notice is given by personal service, at least five days must elapse before disconnection after the subscriber has either signed for or refused to accept personally served written notice of impending disconnection;
4. If notice is given by mail, at least ten days shall be elapsed after the date of mailing such notice before disconnection.

B. *Notice of disconnection.* The written notice of disconnection must expressly and clearly state the amount that is owed by the subscriber to the grantee, the minimum amount required to be paid to avoid disconnection, and the date and place where such payment must be made. Disconnection of service and retrieval of equipment must occur both on a normal service day and within normal business hours of grantee. Receipt of a "bad check" from a subscriber, in response to a written notice of disconnection, does not constitute payment, and the affected grantee need not give the subscriber further notice prior to disconnection of service. A grantee may add a reasonable collection charge to a subscriber's bill.

Sec. 13-1-11. - Resolution of complaints.

A. Each grantee shall maintain a comprehensive complaint resolution policy that is in writing, and such policy shall be provided to persons at the time of initial subscription and whenever amended; it shall be available, upon request, to any person.

B. A grantee may not disconnect a subscriber if the subscriber files a complaint with a grantee prior to the scheduled d disconnection, disputing charges owed, until the complaint is addressed in writing by the grantee.

C. The City may adopt procedures for complaint resolution if it determines that the grantee's complaint resolution process is unfair to subscribers, or if a grantee fails to comply with its obligations under this section.

Sec. 13-1-12. - Books and records.

A. *Right to access.* The City shall have the right to review and make copies of books and records relevant to its enforcement of a franchise agreement and applicable law. Books and records shall be produced at a convenient location in the City, or if books and records cannot be produced there, at a mutually agreeable location. To the extent the Utah Government Records and Management Act, Utah Code Annotated title 63G, chapter 2 (the "act"), and other applicable law permits, the City may agree in a franchise agreement that information contained within the books and records of grantee provided to the City shall be kept confidential by the City, and may agree to provide grantee reasonable notice of any request received by the City for disclosure of any books and records requested by grantee to remain confidential, so that the grantee may take appropriate action to protect confidential information from disclosure.

B. *Prompt response required.* Grantee shall promptly respond to requests for information from the City related to a franchise agreement or grantee's compliance with applicable law. Provided that, nothing herein shall require a grantee to disclose personally identifiable information it is prohibited from disclosing under privacy laws; and provided that, a grantee shall redact any such information if it is contained in information requested by the City.

C. *Audit.* In addition to its rights under subsection A of this section, for the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the City at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records; provided, that the City shall not audit the books and records of the provider more often than annually. The provider shall agree to reimburse the City the reasonable costs of an audit if the audit discloses that the provider has paid 95 percent or less of the compensation due the City for the period of such audit. In the event the accounting rendered to the city by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within 30 calendar days of written notice, it being agreed that the City may accept any amount offered by the provider, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

Sec. 13-1-13. - Reporting requirements.

A. Each grantee shall prepare reports as the City may reasonably request to monitor compliance with the terms hereof and of the grantee's franchise.

B. By January 31 of each year, each grantee shall provide the City with a detailed statement of revenues derived in connection with the provision of video services in the City, sworn as accurate by an officer of the grantee, which statement shall identify:

1. The number of subscribers, by category of service;
2. Service revenues, by category of service;
3. Equipment revenues, by category of equipment;
4. Other revenues, identifying the source of the revenues;
5. The amount of any deduction from gross revenues, identifying the reason for the deduction, and the manner

in which it was calculated;

6. If revenues are allocated among the City and other entities (as may be the case with regional advertising revenues), the total revenues, and the manner in which the revenues were allocated.

C. The report shall be in a form the City prescribes, or if there is no form, in a form consistent with the manner in which grantee maintains its books and records.

Sec. 13-1-14. - Fines and penalties.

Subject to the provisions of section 7-8-8 of this Code, the City may impose a civil penalty on a grantee not to exceed the following amounts per day, or any part thereof, for the occurrence or continuation of any of the following violations:

A. $200.00 for any failure to complete system construction in accordance with a grantee's construction obligations contained in this chapter or grantee's franchise agreement.

B. $100.00 for any failure to provide data, documents, reports or information to the City.

C. $75.00 for any failure to comply with any of the provisions of this chapter for which penalty is not otherwise specifically provided, including customer service violations.

Each day that any of the above violations shall continue shall be considered a separate violation for which said penalties can be assessed.

Sec. 13-1-15. - Franchise fee.

A. *Specified; terms of payment.* Each grantee shall pay a franchise fee in connection with provision of video services in an amount equal to five percent per year of the grantee's annual gross revenue. Said fees shall be paid quarterly, not later than 60 days after the end of the preceding three-month period ending, respectively, June 30, September 30, December 31 and March 31. Not later than the date of each payment, each grantee shall file with the City a written statement signed under penalty of perjury by an officer of the grantee during a quarter for which payment is made. Acceptance of payment shall not be construed as an accord that the amount paid is correct nor shall it be construed to release any claim which the City may have for any further sums payable under this section. Any franchise fees which remain unpaid after the dates specified herein shall be delinquent and shall thereafter accrue interest at the maximum legal rate until paid.

B. *Increase.* If the FCC, congress or other governmental entity with authority over video service providers allow a franchising authority to increase the franchise fee beyond five percent, then the City may increase the franchise fee paid by grantees holding franchises to the maximum permitted amount, but no more than six percent of gross revenues prior to the scheduled expiration date of the franchise, or the date the franchise terminates, whichever is earlier; and the City may require any grantee issued a new or renewed franchise after such change to pay the maximum amount permitted by law as a condition of the grant of the franchise. Payment of a franchise fee pursuant to the provisions of this chapter shall be considered to be an addition to, and exclusive of, any and all authorized taxes, business license fees or other fees and assessments presently in effect or adopted subsequent hereto.

Sec. 13-1-16. - Term of franchise.

A franchise granted hereunder shall be for a term established in the franchise agreement. In no event shall any franchise term exceed 15 years.

Sec. 13-1-17. - Transfers.

A. *Consent of City required.* Unless specifically provided in the franchise agreement, a franchise or video service system shall not be sold, assigned, leased, subleased, mortgaged, transferred or conveyed in any manner whatsoever, either in whole or in part, voluntarily or involuntarily, nor shall any right, title or interest therein, either legal or equitable, pass to or vest in any person or entity other than the person or entity named as the grantee in the franchise agreement without the prior written consent of the City, obtained in accordance with the provisions of this section. Any attempt by the grantee to sell, assign, transfer or convey any interest in the franchise without obtaining the prior written consent of the City shall constitute a default in the franchise agreement.

B. *Changes of control included.* A "sale," "transfer" or "conveyance" of the franchise shall include any acquisition of the controlling interest of grantee, whether through purchase of stock, merger, consolidation or any other change of control. Without limiting the foregoing, a rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of 20 percent of the voting interest or management control of the grantee.

C. *Considerations of City.* At least 120 days before a proposed sale, assignment, transfer or conveyance of a grantee's franchise is scheduled to become effective, such grantee shall petition in writing for the City's written consent to the proposed sale, assignment, transfer or conveyance. The City will not unreasonably withhold its consent, but without limitation, it may consider the technical ability, financial capability, legal qualifications and general character qualifications of the purchaser, assignee or transferee, including its experience and service record in other communities. A request for consent to the sale, assignment or transfer hereunder shall be made to the City in writing and the grantee and the proposed purchaser, assignee or transferee must cooperate with the City in its investigation of the transfer. A request for consent may be denied if the grantee or proposed purchaser, assignee or transferee fail to timely provide the City information the City requests in connection with its review of the transfer.

D. *Approval without response.* The City shall be deemed to have approved a proposed sale, transfer or assignment in the event that its response is not communicated in writing to the grantee within 120 days following receipt of the petition for consent to the proposed sale, transfer or assignment, unless the City and grantee agree to an extension of this period, subject to the following conditions:

1. Transferee shall assume all obligations and liability of the former grantee, known and unknown.
2. An approval without response is not a representation, express or implied, that the grantee is in compliance with the franchise.
3. A sale, assignment or transfer shall not relieve the former grantee of its liabilities under this chapter until the sale, assignment or transfer actually takes place unless otherwise specifically relieved by the City.

E. *Assignment for creditors.* Notwithstanding any other provision of this chapter or a franchise agreement:

1. A video services franchise shall automatically terminate by force of law 120 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the grantee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding.
2. However, the franchise may be reinstated if, within the 120-day period:
   a. The assignment, receivership or trusteeship is vacated; or
   b. The assignee, receiver, or trustee has fully complied with the terms and conditions of this chapter and the

video services franchise and has executed an agreement, approved by a court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of the video services franchise and this chapter.

F. *Foreclosure or judicial sale.* Notwithstanding any other provision of this chapter:

1. In the event of foreclosure or other judicial sale of any of the grantee's video system or associated property, the City may revoke the video services franchise at a public hearing before the City Council, by serving notice upon the grantee and the successful bidder at the sale.
2. The video services franchise shall terminate 30 calendar days after serving such notice, unless:
   a. The City approves the transfer of the video services franchise to the successful bidder; and
   b. The successful bidder agrees with the City to assume and be bound by the terms and conditions of the video services franchise and applicable law.

G. *Transfer limitation.* The provisions of this section are not in lieu of transfer approvals that may be required, including approvals required under title 7, chapters 10 and 11 of this Code.

Sec. 13-1-18. - Continuity upon termination or transfer.

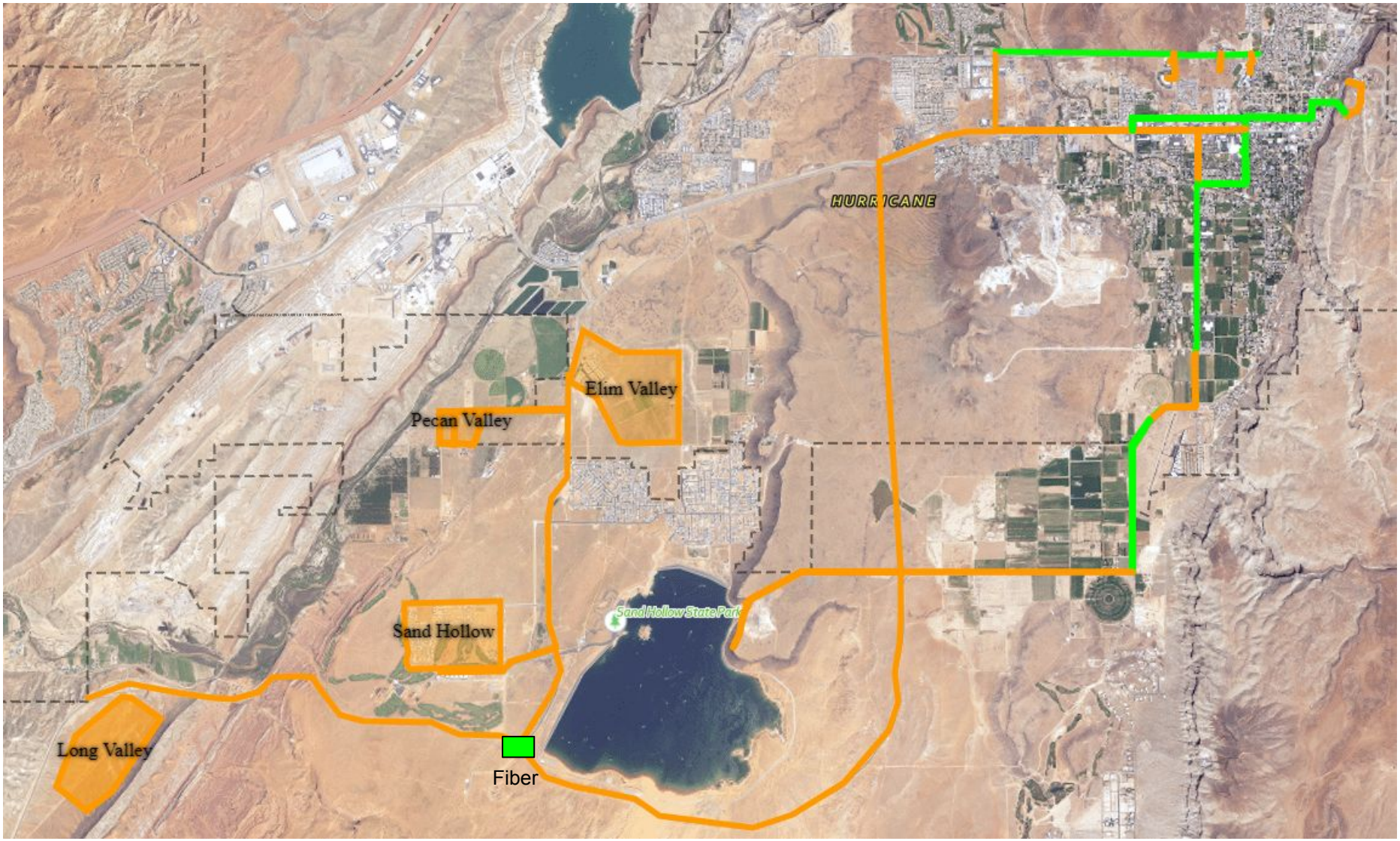
In the event of a termination, revocation, or transfer of grantee's franchise for whatever reason, grantee shall ensure that all subscribers receive continuous, uninterrupted service regardless of the circumstances. At the City's request, grantee shall cooperate with the City to operate grantee's video service system for a temporary period following termination or transfer of the franchise as necessary to maintain and to ensure an orderly transition from one operator to another to avoid disruption of public streets and public property, and to ensure continuity of service to subscribers. During such period, the video service system shall be operated as if the terms and conditions of this chapter and franchise agreement continue to apply.

Sec. 13-1-19. - Application to persons holding franchise.

The revisions to this chapter adopted by the ordinance codified herein do not relieve a cable services franchisee of any obligations that were included in its franchise by reference. To the extent that the revisions establish additional obligations for such franchisee, they shall be enforceable against it to the maximum extent permitted by law.

Sec. 13-1-20. - Relation to infrastructure provider franchise.

In lieu of requiring a video services franchise for a video services provider offering services via an infrastructure system the City may choose to enter into agreements with the infrastructure provider and the video service provider with respect to the provision of video services, so long as the benefits that could be obtained through a franchise are obtained and enforceable through those agreements.


HURRICANE
Elim Valley
Pecan Valley
Sand Hollow State Park
Sand Hollow
Long Valley
Fiber

InfoWest, Inc.

– Sec. 13-1-3 Application for Franchise Agreement

A.

1. InfoWest, Inc – 435 E Tabernacle, St. George, Utah 84770

2. Business Entity

a. List of Shareholders – InfoWest

InfoWest List of Shareholders

Shareholders	Address	Phone
Kelly Nyberg	207 Shadow Point Drive St. George, Utah 84770	435-229-2713 – Cell
Randy Cosby	290 S Marble Canyon Cir Cedar City, Utah 84720	435-862-4562 – Cell
Aaron Gifford	293 N. 2790 E. St. George, Utah 84790	435-229-2745 – Cell 435-215-1000 – Home
Eric Pedersen	646 E. 1100 S. St. George, Utah 84790	435-229-5444 – Cell
Gary Koeven	163 N. Main Washington, Utah 84780	435-680-7240 – Cell 435-628-7240 - Home
Cassidy Larson	947 S. White Sands Dr. Washington, Utah 84780	435-229-2717 – Cell
Mark Shumate	657 S Main Street Ivins, Utah 84738	435-229-2722 – Cell
Jackie Dearden	1164 Wesley Powell Dr. St. George, Utah 84790	435-313-2154 – Cell
Pete Larsen	586 W 300 S PO Box 480 Fountain Green, Utah 84632	435-590-6763 – Cell
Ryon Bowler	776 Diagonal #20 St. George, Utah 84770	435-862-1331 – Cell
Adam Hardy	3710 Skyline PO Box 113 Logandale, Nevada 89021	702-496-7736 – Cell
Jeff Knight	177 N. Roundabout Way Cedar City, Utah 84720	435-531-9533 - Cell

b. Refer to 2(a). as this is a complete list of all InfoWest Shareholders.

c. N/A

d. N/A – InfoWest is not a video provider.

e. InfoWest has been in the ISP business for 28 years. InfoWest was the very first Internet Provider in Southern Utah and has extensive knowledge of providing Internet Service. InfoWest is also a medium to large company with nearly 100 employees and over 20,000 customers on it's network. InfoWest has the expertise to provide state-of-the-art telecommunication services to the Hurricane Valley.

f. InfoWest/Grantee is NOT filing as a cable operator.

3. InfoWest currently has an extensive wireless network which covers 100% of the Hurricane Valley with thousands of customers located in the valley and in other parts of Southern Utah. InfoWest is currently expanding it's fiber infrastructure which currently runs past the Sand Hollow reservoir on SR7 connecting into SR9. InfoWest would like to extend it's fiber network down into the heart of Hurricane city and build a ring to create redundancy. The obvious benefits for the expansion of InfoWest's fiber network into Hurricane city are increased competition, better rates and faster speeds for the residents and businesses of Hurricane City. InfoWest is looking to invest millions of dollars into areas of Southern Utah and has targeted the Hurricane Valley as one of those areas.

Ordinance No.

~~_____~~2022-~~__1-06~~

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS 1-4 AND 3-10-11 OF THE HURRICANE CITY CODE.

WHEREAS the City Council of Hurricane, Utah has previously approved and adopted Section 1-4 of the Hurricane City Code pertaining to the enforcement of city codes and Section 3-10-11 ~~of the Hurricane City Code~~ pertaining to the issuance of a business license for short term vacation rentals; and

WHEREAS said City Council ~~now finds it necessary and desirable to amend said Section 3-10-11 in order to preserve and protect the health safety and welfare of the residents of the City of Hurricane~~deems it important to enforce the ordinances regarding short term rentals within Hurricane in order to protect the health and welfare of the community and protect the housing stock for future long term residents,

BE IT HEREBY ORDAINED by the City Council of Hurricane Utah that ~~Section 3-10-11~~Chapter 1-4 of the Hurricane City Code ~~be~~, and is hereby, amended in its entirety to read as follows:

1-4-1: SENTENCING:

A. Penalty For Violation Of Ordinance 1 : Unless otherwise specifically authorized by statute, the city council may provide a penalty for the violation of any city ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated section 76-3-301, or by a term of imprisonment up to six (6) months, or by both the fine and term of imprisonment. The city council may prescribe a minimum civil or criminal penalty for the violation of any city ordinance ~~and may impose a civil penalty for the unauthorized use of city property, including, but not limited to, the use of parks, streets and other public grounds or equipment. Rules of civil procedure shall be substantially followed. (2000 Code)~~

1. Exceptions: The municipality may not impose a civil penalty and adjudication for the violation of a municipal moving traffic ordinance, except as authorized in U.C.A. § 10-3-703.5.

Commented [1]: That's in the state law

B. Term Of Imprisonment For Misdemeanors 2 : A person who has been convicted of a misdemeanor may be sentenced to imprisonment as follows:

1. In the case of a class B misdemeanor, for a term not exceeding six (6) months;

2. In the case of a class C misdemeanor, for a term not exceeding ninety (90) days. (1998 Code § 1-322)

C. Infractions 3 :

1. A person convicted of an infraction may not be imprisoned but may be subject to a fine, forfeiture and disqualification, or any combination. (1998 Code § 1-323; amd. 2000 Code)

2. Whenever a person is convicted of an infraction and no punishment is specified, the person may be fined as for a class C misdemeanor. (1998 Code § 1-323)

D. Fines Of Persons 4 : A person convicted of an offense may, in addition to any term of imprisonment imposed, be sentenced to pay a fine not to exceed:

1. Class B Misdemeanor: One thousand dollars ($1,000.00) when the conviction is of a class B misdemeanor conviction; and

2. Class C Misdemeanor; Infraction: Seven hundred fifty dollars ($750.00) when the conviction is of a class C misdemeanor conviction or infraction conviction. (1998 Code § 1-331; amd. 2000 Code)

E. Fines Of Corporations 5 : The sentence to pay a fine, when imposed upon a corporation, association, partnership or governmental instrumentality for an offense defined in this code, or the ordinances of the city, or for an offense defined outside of this code over which this city has jurisdiction, for which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:

1. Class B Misdemeanor: Five thousand dollars ($5,000.00) when the conviction is for a class B misdemeanor conviction; and

2. Class C Misdemeanor; Infraction: One thousand dollars ($1,000.00) when the conviction is for a class C misdemeanor conviction or for an infraction conviction. (1998 Code § 1-332; amd. 2000 Code)

F. Bail/Fee Schedule:

CRIMINAL BAIL/FEE SCHEDULE FOR HURRICANE CITY ORDINANCES

Code Violation	**Description**	**Class**	**Recommended Bail Amount**	**Recommendations For Notes**

	Business License Violations			
3-1-4	No business license	B	$200.00	
3-2-4	Sale of alcohol without a license	B	600.00	
3-3A	Failure to pay sales tax	B	100.00	
3-4-5	Operation of a sexually oriented business without a valid license	B	400.00	
3-4-9	Employee of an SOB not licensed	B	300.00	
3-5-2	No transient merchant license	B	200.00	No mandatory court appearance required
3-6-5	Solicitation prohibited/no solicitor's license	B	360.00	No mandatory court appearance required
3-6-18	Solicitor violation of a "No Solicitation" notice	B	100.00	No mandatory court appearance required

3-6-19	Solicitor violating time of day restrictions	B	100.00	No mandatory court appearance required
3-9-2	No business license for rental property	B	200.00	
3-9-3	Rental of property in a residential zone for less than 30 days	B	300.00	
3-10-2	No on site manager	Infraction	50.00	
3-10-4	No guest register available/license not displayed	Infraction	50.00	
3-10-5	Occupancy violation	Infraction	50.00	
3-10-6	Room rented to a minor	Infraction	50.00	
3-10-7	Room rented for longer than 30 days	Infraction	50.00	
3-10-8	Sanitation requirements violation (each violation)	Infraction	50.00	

3-10-9	Failure to cooperate with an inspection	Infraction	50.00	
3-10-10	Failure to report violation of the law	Infraction	50.00	
	Public Health And Safety Violations			
4-2-3	Maintaining a public nuisance	C	100.00	
4-3-2	Weed nuisance	C	100.00	
4-4-1	Burn permit required	Infraction	100.00	
4-5-3	Disposal not in landfill	Infraction	100.00	
4-6-5	Litter regulations	Infraction	100.00	
4-6-6	Handbill regulations	Infraction	100.00	
4-8-1	No restroom facility	B	100.00	No mandatory court appearance required

4-8-2	No/improper dumpster	B	100.00	No mandatory court appearance required
4-8-3	Failure to place waste in dumpster	B	100.00	No mandatory court appearance required
4-8-4	Failure to dispose of waste	B	100.00	No mandatory court appearance required
4-9-1	Noise	Infraction	50.00	
4-10-4	Fugitive dust		Administrative	
4-11-4	Fireworks	B	$100.00	
	Animal Control Violations			
5-2-3A1	2 limit kennel license	Infraction	100.00	
5-2-3A4a	No license each dog (first offense)	Infraction	50.00	Suspend $10.00 on compliance
5-2-3A4a	No license each dog (second/subsequent offense)	Infraction	75.00	Suspend $10.00 on compliance

5-2-3D3	Dog bite	Infraction	100.00	
5-2-3E1	No rabies vaccination (first offense)	Infraction	50.00	Suspend $10.00 on compliance
5-2-3E1	No rabies vaccination (second/subsequent offense)	Infraction	75.00	Suspend $10.00 on compliance
5-2-4A1	At large dog (first offense/each dog)	Infraction	50.00	
5-2-4A1	At large dog (second/subsequent offense per dog)	Infraction	75.00	
5-2-4A2	At large other	Infraction	50.00	
5-2-4A2	At large other (second/ subsequent offense)	Infraction	75.00	
5-2-4D/ 5-2-7A	Vicious animal not controlled	Infraction	100.00	
5-2-4E	Defecate in public place	Infraction	100.00	
5-2-4G	Animal trespass	Infraction	100.00	

5-2-4H	Poisoning	Infraction	100.00	
5-2-4K	Fail to give care	Infraction	100.00	
5-2-4K3	Promoting animal fighting	Infraction	100.00	
5-2-5A6	Chase cars	Infraction	50.00	
5-2-5A7	Attacks other animals	Infraction	100.00	
5-2-5A	Nuisance animal other offense	Infraction	100.00	
5-2-5B	Excessive barking	Infraction	100.00	
5-2-8B	Hit and run dog with car	Infraction	100.00	
5-2-11K	Retaking animal unlawfully	Infraction	50.00	
	Other Police Regulations			
5-3-2	Loitering	Infraction	50.00	
5-3-3	Discharging weapons in city limits (firearms)	B	100.00	

5-3-3	Discharging weapons in city limits (air rifle)	Infraction	50.00	
5-4-1A	Curfew	B	100.00	
5-4-1B	Parents responsible for curfew	Infraction	50.00	
	Vehicle Violations			
6-1-3D1	Too many vehicles for sale	Infraction	50.00	
6-1-3E2	Illegal parking of a semi	Infraction	100.00	
The late fee for parking violations shall be as follows (6-1-3F): $20.00 if paid after 14 days following the violation notice. $5.00 additional per month if not paid within 30 days.				
	Public Ways And Property Violations			
7-1-3	Obstructing the public right of way/construction materials in the roadway	B	$100.00	No mandatory court appearance required
7-1-8	Illegal operation of an ATV	Infraction	50.00	

7-2-5	Concrete on the street	B	100.00	
7-3-3	Excavating in the street without a permit	B	200.00	
7-5-12B	Defacing headstone/ landscape at the cemetery	Infraction	100.00	
7-6-2A	Defacing anything at a park	Infraction	100.00	
7-6-2B	Alcohol in parks	Infraction	100.00	
7-6-2C	Indecent language	Infraction	50.00	
7-6-2D	Camping in unassigned area	Infraction	50.00	
7-6-2E	Motor vehicles in park	Infraction	50.00	
7-6-2F	Skateboards at park	Infraction	50.00	
7-6-2G	Livestock in park	Infraction	50.00	
7-6-2I	Endangering a person	Infraction	50.00	

7-6-2J	Fire in unapproved area	Infraction	100.00	
7-6-2K	Posting handbills/ solicitation at park	Infraction	50.00	
7-6-2L	Weapon or firearm in park	Infraction	50.00	
7-6-2M	Teaching for profit without a permit	Infraction	50.00	
7-6-2O	Entertainment/exhibition without a permit	Infraction	50.00	
7-6-3A	Parks closed after dark	Infraction	50.00	
7-7-2	Failure to obtain an event permit	B	200.00	
	Land Use Code Violations			
10-9-5A	Development or use without a permit	C	150.00	
10-9-5B	Use inconsistent with permit	C	150.00	

10-9-5C	Use inconsistent with conditions of approval	C	150.00	
10-9-5D	Use inconsistent with land use title	C	150.00	
10-9-5E	Lot or setback nonconforming	C	150.00	
10-9-5F	Increasing intensity of use	C	150.00	
10-9-5G	Removing, defacing, or obscuring notice	C	150.00	
10-12-3A	Violation of use in an agricultural zone	C	150.00	
10-13-3A	Violation of use in a residential zone	C	150.00	
10-14-3A	Violation of use in a residential agriculture zone	C	150.00	
10-15-3A	Violation of use in a commercial zone	C	150.00	

10-16-3A	Violation of use in business and industrial zones	C	150.00	
10-17-3A	Violation of use in an open space and public facility zone	C	150.00	
10-32-7D	Failure to maintain landscape	C	150.00	
10-36	Sign ordinance violation	C	150.00	
10-37-5	Illegal accessory building/structure	C	150.00	
10-37-9	Fence too high	C	150.00	
10-37-9E	Fence is a visual obstruction	C	150.00	
10-42-3	Violation of home based business regulation	C	150.00	
10-43-3B	Illegal location of a manufactured/mobile home	C	150.00	

10-43-3C	Illegal location of an occupied recreational vehicle	C	150.00	
10-48-3B	No temporary use permit	C	150.00	
10-50-5	Violation of zoning for wireless telecommunications facilities	C	150.00	
10-51-3	Operating a bed and breakfast without a permit	C	150.00	

(Ord. 2008-6, 3-20-2008; amd. Ord. 2009-05, 4-16-2009; Ord. 2009-16, 11-5-2009; Ord. 2016-09, 10-20-2016; Ord. 2017-02, 1-5-2017; Ord. 2017-04, 2-2-2017)

Notes

1 1. UCA § 10-3-703.

2 2. UCA § 76-3-204.

3 3. UCA § 76-3-205.

4 4. UCA § 76-3-301.

5 1. UCA § 76-3-302.

1-4-2: OFFENSES DESIGNATED; CLASSIFIED:

A. Sentencing In Accordance With Chapter:

1. A person adjudged guilty of an offense under this code or the ordinances of this city shall be sentenced in accordance with the provisions of this chapter.

2. Ordinances enacted after the effective date of this code which involve an offense should be classified for sentencing purposes in accordance with this chapter, unless otherwise expressly provided. (1998 Code § 1-311)

B. Designation Of Offenses: Offenses are designated as misdemeanors or infractions. (1998 Code § 1-312)

C. Misdemeanors Classified 1 :

1. Misdemeanors are classified into two (2) categories:

a. Class B misdemeanors;

b. Class C misdemeanors.

2. An offense designated as a misdemeanor or any act prohibited or declared to be unlawful in this code or any ordinance of this city when no other specification as to punishment or category is made, is a class B misdemeanor. (1998 Code § 1-313)

D. Infractions:

1. Infractions are not classified.

2. Any offense which is made an infraction in this code or other ordinances of this city, or which is expressly designated an infraction and any offense designated by this code or other ordinances of this city which is not designated as a misdemeanor and for which no penalty is specified is an infraction. (1998 Code § 1-314)

E. Continuing Violation: In all instances where the violation of this code or any ordinance hereinafter enacted is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur. (1998 Code § 1-315)

Notes

1 1. UCA § 76-3-104.

1-4-3: ADMINISTRATIVE HEARINGS:

A. Request: Unless otherwise specifically provided in any ordinance of the city or any code adopted by reference, a hearing before the city council may be requested by any person:

1. Who is denied or refused a permit or license by any officer, agent or employee of this city.

2. Whose permit or license is revoked, restricted, qualified or limited from that for which it was first issued. (1998 Code § 1-411)

B. Form Of Request; Time Limitation: The request for hearing must be made in writing to the mayor or city recorder-clerk and made within thirty (30) days following the date notice denying, refusing, revoking, qualifying or restricting the license or permit is mailed by the city to the applicant or license holder at his address as it appears on the application or license. (1998 Code § 4-412)

C. Procedure:

1. Time And Place: Following receipt of a request for hearing, the city council shall inform the person requesting a hearing of the time and place the hearing is to be held.

2. Witnesses; Evidence: At the hearing, the aggrieved party shall have the right to hear and examine any witnesses the city may produce to support its decision and to present his own evidence in support of his contention.

3. Decision Of City Council: The city council shall, within ten (10) days following the conclusion of the hearing, in writing, inform the person who requested the hearing of the decision of the city council. (1998 Code § 1-413)

D. Not Additional Remedy: This section shall not be construed so as to afford any aggrieved party more than one hearing before the city council nor shall the hearing provided in this section apply to any criminal complaint or proceeding. (1998 Code § 1-414)

1-4-4: RETURNED CHECKS OR OTHER NEGOTIABLE INSTRUMENTS:

Any person who makes, draws, signs or issues a check, draft, order or other instrument to the city of Hurricane shall be liable for the amount of such check, draft, order or instrument, plus a service fee in the amount of twenty dollars ($20.00), if the check is not honored upon presentment and is marked "refer to maker", or the account upon which the check, draft, order or instrument is drawn does not exist, has been closed or does not have sufficient funds for payment in full of the check, draft, order or instrument. (Ord. 21-5-3, 5-3-2001)

1-5-5 CIVIL ENFORCEMENT

The City may impose civil penalties for the violation of any requirement, regulation, ordinance, or other provision of the Hurricane City Code. When imposing a civil penalty for violation of any requirement, regulation, ordinance, or other provision of the Hurricane City Code, the City shall follow the procedure of this section. Civil enforcement of any violation is only one option for enforcement. Nothing in this section removes the City's ability to use criminal proceedings or other enforcement strategies authorized by state law and this code in the resolution of code violations.

A. Notice of violation. Upon inspection and discovery that any provision of Hurricane City Code is being violated, the Planning Director, Chief of Police, Code Enforcement Officer, City Recorder or designee, shall provide written notice of the violation to the property owner, and in addition, may provide written notice of the violation to any other responsible party.

1. The notice of violation shall: (1) indicate the nature of the violation; (2) order the necessary action to correct the violation; (3) establish a reasonable time period for the necessary corrective actions to be completed (the "warning period"); and (4) state that the property owner and other responsible party (if any) will be subject to civil penalties if the violation is not corrected within the warning period.

2. The warning period shall be the minimum time period reasonably necessary to correct the violation, given the nature of the violation and the amount of effort needed to correct the violation. The warning period could be as short as several hours or as long as several weeks.

3. The notice of violation shall be delivered personally or mailed to the owner of record at the address shown on the records of the County Recorder, or to a person designated, in writing, by the owner of record as the owner's agent for the purpose of receiving notice of an ordinance violation. The notice of violation may also be delivered personally or mailed to any other

responsible party. Personal delivery or mailing of the written notice shall serve to start the warning period.

B. Civil citation. If the violation remains uncorrected at the end of the warning period, the Planning Director, Chief of Police, City Recorder or Code Enforcement Officer may issue a civil citation to the property owner and/or other responsible party.

1. The civil citation shall be personally delivered, or mailed to the property owner, as shown on the records of the County Recorder.

2. The civil citation shall serve to start the imposition and accrual of civil penalties. The civil citation shall state that civil penalties are being assessed to the property owner and/or other responsible party for each day the violation persists, beginning on the date the civil citation is personally delivered or mailed.

C. Referral to Police Department. The Planning Director or Code Enforcement Officer may refer any violation to the Chief of Police for an immediate criminal enforcement action, as allowed by state law.

D. Daily violations. If provided in the citation, each day a violation is continued or maintained after the date the civil citation is personally delivered or mailed is considered a separate violation and shall give rise to a separate civil penalty for each day of violation. The filing of an appeal does not stop the daily accrual of any penalty unless the civil hearing officer ultimately dismisses the citation.

E. Civil penalties. A violation of any provision of this Code shall result in a civil penalty pursuant to the following schedule:

Violation	Penalty
Unlicensed short-term rental (see section 3-10-11)	$750 per day
Violation of short-term rental licensing standards (see section 3-10-11)	$750 per day
Violation of zoning and licensing standards for Residential Hosting (see section 10-51)	$750 per day

F. Correction of violation required. The payment of a civil penalty does not relieve the obligation to correct the violation. The property owner or other responsible party is required to correct the violation regardless of whether or not the civil penalty has been paid.

G. Citation appeal. Any person who has received a civil citation and who wishes to dispute the violation may appeal the citation in writing to the civil hearing officer within 15 calendar days after the citation has been issued. If a person who has received a citation does not appeal within 15 days, the right to an appeal is lost. In such case, the person shall be responsible for both correcting the violation and paying all applicable civil penalties.

H. Appeal procedures.

1. The City Manager shall appoint the Civil Hearing Officer.

2. The Hearing Officer shall adopt rules of procedure that govern the review and adjudication of civil citation appeals. Such rules shall provide a meaningful opportunity for the appellant to present evidence documenting one of the following defenses:

a. At the time of the citation and at all times ensuing, the alleged violation did not and does not exist.

b. At the time of citation, compliance with the subject ordinance(s) would have violated the criminal laws of the state.

c. Compliance with the subject ordinance(s) would have presented an imminent and irreparable physical injury to persons or property.

d. The violation and failure to correct the violation were both caused by a force majeure event such as war, act of nature, or civil disturbance.

3. After reviewing the appeal, the Civil Hearing Officer may dismiss the citation only on a finding that one of the four defenses in paragraph 2 above applies to the appeal. If the hearing officer finds none of the defenses apply, the Hearing Officer shall uphold the citation and associated civil penalties. If the hearing officer upholds the citation, daily civil penalties shall continue to accrue after the hearing until the violation is corrected.

4. If the Hearing Officer upholds the citation, the Hearing Officer may, in the interest of justice and on behalf of the City, enter into an agreement for the delayed or periodic payment of the civil penalty by the violator.

5. If the Civil Hearing Officer upholds the citation, the hearing officer may partially or wholly abate the civil penalties for one of the following reasons only:

a. The violation was corrected promptly after the issuance of the civil citation and at the time of the appeal hearing the violation does not exist.

b. There has been a change in the actual ownership of the property where the violation exists since the time the citation was written, and the new owner is not related by blood, marriage, adoption, or common ownership to the prior owner.

I. Late fees. A late fee will be assessed for any unpaid civil penalty in instances where daily penalties are not accruing (such as when a violation has been corrected on the property but the civil penalty imposed by a citation for the earlier violation has not been paid, or when the violation was transitory and the unpaid civil penalty was only imposed for the period of time the violation existed). In such cases, a late fee equivalent to 25 percent of the civil penalty will be assessed 30 days after the date the civil citation is issued, or 15 days after the date of the appeal hearing, whichever is later. The property owner shall pay any late fee that is assessed in accordance with this section.

J. Collection of civil penalties. The City may file a civil action to collect any unpaid amount under this section. The violator and any responsible person shall pay for all costs of collection, including but not limited to attorney's fees and costs.

THEREFORE, BE IT HEREBY ORDAINED by the Hurricane City Council Hurricane City Code 10-7-9 shall be, and is hereby, amended with the additional text as follows:

Sec. 3-10-11. Short term vacation rentals.

Regulations and restrictions imposed by this section are in recognition of the premise that a vacation rental provides lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements listed in subsection B of this section and total license limits listed in subsection C of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.

A. *Business license required.* No dwelling in any permitted zone shall be occupied or used as short term vacation rental until such time that the owner has obtained a short term vacation rental business license issued in accordance with the provisions of this section.

B. *Conditions for issuance of a business license for a short term vacation rental.* Issuance of a short term vacation rental business license by the Business License Officer shall be subject to the following:

1. A complete application for a short term vacation rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:

a. The name, address and phone number of the owner and other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section and shall be located within Hurricane City, and

b. A valid state tax number for remittance of transient lodging taxes.

2. The dwelling unit for which the business license is sought shall be a located in a permitted zone according to this title and that has been built to meet building and fire codes for transient occupancy and has been issued a certificate of occupancy.

3. Portions of a single-family dwelling may not be used as a short term vacation rental unless licensed as a bed and breakfast or residential hosting facility in accordance with the regulations for that use. A short term vacation rental and a bed and breakfast or residential hosting facility may not be located in the same single-family dwelling. Only one vacation rental is allowed per property.

4. In permitted single-family zones, the owner of a single-family dwelling for which a short term vacation business license is sought does not hold a business license to operate another short term vacation rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership interest in any corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling.

5. In permitted single-family zones, the property line of another dwelling licensed as a short term vacation rental is not located within 300 feet, as measured along the same street or around the corner, of the front property line corners of the property where the proposed short term vacation rental license is being sought. This criterion does not apply to recreation resort zoning or motel type uses within commercial zoning.

C. *Limit on total number of short term vacation rental licenses within single-family zones as contained in title 10, chapter 13 of this Code.* The total number of short term vacation rental business licenses issued within single-family zones shall be limited to 68 total licenses.

1. If, after the maximum number of licenses has been issued, an application meeting all other requirements for issuance of a license is received, the application shall be placed on a

waiting list in order of the date of receipt. No fees will be due until a license becomes available. When a license becomes available, the first applicant on the waiting list shall be notified of the license availability, and the applicant shall have 45 days from the date of such notice to file a complete application and pay the filing fee, and six months thereafter to complete the licensing process. In the event that the applicant fails to file a complete application and filing fee within said 45 days, or fails to complete the licensing process within said six months, the application shall be deemed to have expired, and the next applicant will be notified of the license availability, and the same procedure shall apply.

2. In the event of a sale or other transfer of any property containing a dwelling licensed as a short term vacation rental, the purchaser or transferee of the property shall be required to apply for a new license within 45 days of the date of purchase or transfer. In the event that the purchaser or transferee fails to apply for a new license within said 45 days, the license will be forfeited and the owner must reapply for any available license or be placed on the waiting list.

D. *Parking regulations.* The owner of any property licensed as a short term vacation rental shall provide off street parking for guests in accordance with the following:

1. Off street parking shall be provided on the same lot as the dwelling which is licensed as a short term vacation rental.

2. Parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.

3. No off street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.

4. The number of vehicles allowed by the occupants of a vacation rental home shall be restricted to the number of off street parking spaces provided by the owner.

5. On-street parking may be allowed in front of the vacation rental home only. No recreational vehicles, trucks pulling trailers, or other large vehicles may be parked on street.

E. *Maintenance standards.* Any property that contains a dwelling which is licensed as a short term vacation rental shall conform to the following standards:

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the neighborhood;

2. The use of a dwelling as a short term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and

3. Each sleeping room must meet current international residential code codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

F. *Prevention of noise, nuisance or trespass.* The owner of any dwelling licensed as a short term vacation rental shall be responsible to ensure that guests or occupants of the short term rental do not:

1. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.

2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10:00 p.m., or other similar activities.

3. Interfere with the privacy of surrounding residents or trespass onto surrounding properties.

4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.

5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

G. *Required posting.* The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short term vacation rental:

1. A copy of the vacation rental business license.

2. The name, address, and phone number of the owner or property manager.

3. The location of all fire extinguishers.

4. A list of all rules applicable for vacation rentals.

5. The maximum occupancy of the vacation rental and the maximum number of vehicles allowed.

H. *Miscellaneous rules and regulations.* The following rules and regulations shall apply to any dwelling for which a short term vacation rental business license has been issued:

1. Outdoor pools, hot tubs or spas shall not be used between the hours of 11:00 p.m. and 6:00 a.m.

2. Maximum occupancy in any dwelling licensed as a short term vacation rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley Fire District, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.

3. The owner of any property containing a dwelling licensed as a short term vacation rental shall cause to be displayed in a City approved location on the exterior of the property an approved sign containing the name and 24-hour per day, 365-day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12 inches by 18 inches and shall be the only sign other than an address permitted on a short term vacation rental property.

4. The owner or property manager shall provide information on current occupants to police, emergency, or City personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.

5. The requirements of this section shall be in effect throughout the time a short term vacation rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests of the owner, or paying guests of the owner. The City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short term vacation rental.

6. An inspection of a vacation rental property for compliance with these regulations will be performed at the time of business license review. Additional inspections may be performed with 24 hour notice to the license holder/property manager if deemed necessary by the City.

7. The owner of any dwelling licensed as a short term vacation rental shall be required to collect and remit on a timely basis transient lodging taxes.

I. *Enforcement provisions.*

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short term vacation rental, as defined herein, without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be cited with a civil citation or guilty of an infraction, which shall be punishable by a fine of up to $750.00 for each day that they are found to be in violation. In addition, in the event that such dwelling is on the waiting list described in subsection C3 above at the time of such violation, the business license application for said dwelling shall be removed from said

waiting list and the dwelling shall not be considered for a short term vacation rental business license unless a new application is submitted.

2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a short term vacation rental, thereafter operates or permits operation of said short term vacation rental in violation of the terms and provisions of this section shall be cited with a civil citation or guilty of an infraction, and shall be punished by a fine of up to $750.00 for each such violation.

3. Any person who occupies a short term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other criminal process in accordance with all state, federal or local statutes, rules or ordinances.

4. Violation of any provision of this section regulating short term vacation rentals shall constitute a separate offense for each day said violation occurs or continues.

5. In the event of three or more confirmed and valid violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the City Council may, depending on the nature or extent of the violations, proceed with revocation of the business license for any short term vacation rental property in accordance with section 3-1-9 of this code.

A. In the event of a license being revoked the owner of the property in question shall not be issued a new vacation rental business license for a period of one year.

~~3-10-11: SHORT TERM VACATION RENTALS:~~

~~Regulations and restrictions imposed by this section are in recognition of the premise that a vacation rental provides lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements listed in subsection B of this section and total license limits listed in subsection C of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.~~

~~A. Business License Required: No dwelling in any permitted zone residential zone shall be occupied or used as short term vacation rental until such time that the owner has obtained a short term vacation rental business license issued in accordance with the provisions of this section.~~

B. Conditions for Issuance of a Business License for a Short Term Vacation Rental: Issuance of a short term vacation rental business license by the Business License Officer shall be subject to the following:

1. A complete application for a short term vacation rental business license shall have been submitted in accordance with Section 3-1-5, and which shall also include:

(a) the name, address and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and

(b) a valid Utah state tax number for remittance of transient lodging taxes.

2. The dwelling unit for which the business license is sought shall be a single-family dwellinglocated in a permitted zone according to this title and that has been built to meet building and fire codes for transient occupancy and has been issued a certificate of occupancy.

3. Portions of a single-family dwelling may not be used as a short term vacation rental unless licensed as a bed and breakfast or residential hosting facility in accordance with the regulations for that use. A short term vacation rental and a bed and breakfast or residential hosting facility may not be located in the same single-family dwelling.

4. In permitted single-family zones, Tthe owner of a single-family dwelling for which a short term vacation business license is sought does not hold a business license to operate another short term vacation rental within the Hurricane City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership interest in any corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling,

Commented [SN2]: What does this mean? Are we limiting that a person may only own a single short-term rental within the City? Should this apply to recreation resort zoning?

5. In permitted single-family zones, Tthe property line of another dwelling licensed as a short term vacation rental is not located within three hundred feet (300'), as measured along the same street or around the corner, of the front property line corners of the property where the proposed short term vacation rental license is being sought. This criterion does not apply to Recreation Resort Zoning or motel tpyetype uses within commercial zoning.,

C. Limit On Total Number Of Short Term Vacation Rental Licenses within single-family zones as contained in Hurricane City Code 10-13: The total number of short term vacation rental business licenses issued within single-family zones the city of Hurricane shall be limited in accordance with the following:

1. The maximum number of short term vacation rental business licenses for property in single-family zones to be issued shall be based on the total population of the cityCity, allowing three (3) licenses for every one thousand (1,000) of total population.

2. The total number of licenses available each year shall be recalculated based on an estimated population derived by adding the total number of new dwelling units times 2.9 residents per unit to the prior year's base population. The City shall readjust the population numbers every ten years after the release of the census numbers. If the census numbers are lower than the City's projection, the City shall not revoke any issued license but shall not issue any additional licenses until City population justifies additional license availability.

3. If, after the maximum number of licenses has been issued, an application meeting all other requirements for issuance of a license is received, the application shall be placed on a waiting list in order of the date of receipt. No fees will be due until a license becomes available. When a license becomes available, the first applicant on the waiting list shall be notified of the license availability, and the applicant shall have forty five (45) days from the date of such notice to file a complete application and pay the filing fee, and six (6) months thereafter to complete the licensing process. In the event that the applicant fails to file a complete application and filing fee within said forty forty-five (45) days, or fails to complete the licensing process within said six (6) months, the application shall be deemed to have expired, and the next applicant will be notified of the license availability, and the same procedure shall apply.

4. In the event of a sale or other transfer of any property containing a dwelling licensed as a short term vacation rental, the purchaser or transferee of the property shall be required to apply for a new license within forty forty-five (45) days of the date of purchase or transfer. In the event that the purchaser or transferee fails to apply for a new license within said forty forty-five (45) days, the license will be forfeited and the owner must reapply for any available license or be placed on the waiting list.

D. Parking Regulations: The owner of any property licensed as a short term vacation rental shall provide off street parking for guests in accordance with the following:

1. Off street parking shall be provided on the same lot as the dwelling which is licensed as a short term vacation rental.

2. Parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.

3. All guest parking shall be contained on the site.

4. No off street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.

5. The number of vehicles allowed by the occupants of a vacation rental home shall be restricted to the number of off street parking spaces provided by the owner.

E. Maintenance Standards: Any property that contains a dwelling which is licensed as a short term vacation rental shall conform to the following standards:

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the neighborhood;

2. The use of a dwelling as a short term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and

3. Each sleeping room must meet current international residential code codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

F. Prevention Of Noise, Nuisance Or Trespass: The owner of any dwelling licensed as a short term vacation rental shall be responsible to ensure that guests or occupants of the short term rental do not:

1. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.

2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after ten o'clock (10:00) P.M., or other similar activities.

3. Interfere with the privacy of surrounding residents or trespass onto surrounding residential properties.

4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.

5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

G. Required Posting: The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short term vacation rental:

1. A copy of the vacation rental business license.

2. The name, address, and phone number of the owner or property manager.

3. The location of all fire extinguishers.

4. A list of all rules applicable for vacation rentals.

5. The maximum occupancy of the vacation rental and the maximum number of vehicles allowed.

H. Miscellaneous Rules And Regulations: The following rules and regulations shall apply to any dwelling for which a short term vacation rental business license has been issued:

1. Outdoor pools, hot tubs or spas shall not be used between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M.

2. Maximum occupancy in any dwelling licensed as a short term vacation rental shall be ten (10) persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley fire district, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.

3. The owner of any property containing a dwelling licensed as a short term vacation rental shall cause to be displayed in a city approved location on the exterior of the property an approved sign containing the name and twenty four (24) hour per day, three hundred sixty five (365) day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed twelve inches by eighteen inches (12" x 18") and shall be the only sign other than an address permitted on a short term vacation rental property.

4. The owner or property manager shall provide information on current occupants to police, emergency, or city personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.

5. The requirements of this section shall be in effect throughout the time a short term vacation rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests of the owner, or paying guests of the owner. The city City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short term vacation rental.

6. An inspection of a vacation rental property for compliance with these regulations will be performed at the time of business license review. Additional inspections may be performed with twenty twenty-four (24) hour notice to the license holder/property manager if deemed necessary by the cityCity.

7. The owner of any dwelling licensed as a short term vacation rental shall be required to collect and remit on a timely basis transient lodging taxes.

I. Enforcement Provisions:

~~1. Any owner of any dwelling in a residential zone within the city City of Hurricane who allows or permits occupation of said dwelling as a short term vacation rental, as defined herein, without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be guilty of an infraction, which shall be punishable by a fine of up to seven hundred fifty dollars ($750.00) for each such violation. In addition, in the event that such dwelling is on the waiting list described in 3-10-11(C)(3) at the time of such violation, the business license application for said dwelling shall be removed from said waiting list and the dwelling shall not be considered for a short term vacation rental business license unless a new application is submitted.~~

~~2. Any owner of any dwelling in a residential zone within the city City of Hurricane, who, having first obtained a business license for use or occupation of said dwelling as a short term vacation rental, thereafter operates or permits operation of said short term vacation rental in violation of the terms and provisions of this section shall be guilty of an infraction, and shall be punished by a fine of up to seven hundred fifty dollars ($750.00) for each such violation.~~

~~3. Any person who occupies a short term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other criminal process in accordance with all state, federal or local statutes, rules or ordinances.~~

~~4. Violation of any provision of this section regulating short term vacation rentals shall constitute a separate offense for each day said violation occurs or continues.~~

~~5. In the event of three (3) or more violations of this section committed by an owner or guest, or any combination of the two (2), within any twelve (12) month period, the city council may, depending on the nature or extent of the violations, proceed with revocation of the business license for any short term vacation rental property in accordance with the provisions of the general business license ordinance.~~

BE IT FURTHER ORDAINED that this ordinance shall be deemed to be of an urgent nature and shall take effect at the earliest possible time after publication and posting.

PASSED AND APPROVED this _____ day of _____, 2022~~1~~.

_____
Nanette Billings~~John W. Bramall~~, Mayor

[Seal]
Attest:

_____
Cindy Beteag, City Recorder

Ordinance No.

~~_____~~2022-13~~__1-06~~

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS 1-4 AND 3-10-11 OF THE HURRICANE CITY CODE.

WHEREAS the City Council of Hurricane, Utah has previously approved and adopted Section 1-4 of the Hurricane City Code pertaining to the enforcement of city codes and Section 3-10-11 ~~of the Hurricane City Code~~ pertaining to the issuance of a business license for short term vacation rentals; and

WHEREAS, Hurricane City is currently facing a housing shortage within the area and has a desire to ensure Hurricane ordinance are followed to protect housing supply, and

WHEREAS said City Council ~~now finds it necessary and desirable to amend said Section 3-10-11 in order to preserve and protect the health safety and welfare of the residents of the City of Hurricane~~deems it important to enforce the ordinances regarding short term rentals within Hurricane in order to protect the health and welfare of the community and protect the housing stock for future long term residents,

BE IT HEREBY ORDAINED by the City Council of Hurricane Utah that ~~Section 3-10-11~~Chapter 1-4 of the Hurricane City Code be, and is hereby, amended in its entirety to read as follows:

1-4-1: SENTENCING:

A. Penalty For Violation Of Ordinance 1 : Unless otherwise specifically authorized by statute, the city council may provide a penalty for the violation of any city ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated section 76-3-301, or by a term of imprisonment up to six (6) months, or by both the fine and term of imprisonment. The city council may prescribe a minimum civil or criminal penalty for the violation of any city ordinance ~~and may impose a civil penalty for the unauthorized use of city property, including, but not limited to, the use of parks, streets and other public grounds or equipment. Rules of civil procedure shall be substantially followed. (2000 Code)~~

1. Exceptions: The municipality may not impose a civil penalty and adjudication for the violation of a municipal moving traffic ordinance, except as authorized in U.C.A. § 10-3-703.5.

Commented [1]: That's in the state law

B. Term Of Imprisonment For Misdemeanors 2 : A person who has been convicted of a misdemeanor may be sentenced to imprisonment as follows:

1. In the case of a class B misdemeanor, for a term not exceeding six (6) months;

2. In the case of a class C misdemeanor, for a term not exceeding ninety (90) days. (1998 Code § 1-322)

C. Infractions 3 :

1. A person convicted of an infraction may not be imprisoned but may be subject to a fine, forfeiture and disqualification, or any combination. (1998 Code § 1-323; amd. 2000 Code)

2. Whenever a person is convicted of an infraction and no punishment is specified, the person may be fined as for a class C misdemeanor. (1998 Code § 1-323)

D. Fines Of Persons 4 : A person convicted of an offense may, in addition to any term of imprisonment imposed, be sentenced to pay a fine not to exceed:

1. Class B Misdemeanor: One thousand dollars ($1,000.00) when the conviction is of a class B misdemeanor conviction; and

2. Class C Misdemeanor; Infraction: Seven hundred fifty dollars ($750.00) when the conviction is of a class C misdemeanor conviction or infraction conviction. (1998 Code § 1-331; amd. 2000 Code)

E. Fines Of Corporations 5 : The sentence to pay a fine, when imposed upon a corporation, association, partnership or governmental instrumentality for an offense defined in this code, or the ordinances of the city, or for an offense defined outside of this code over which this city has jurisdiction, for which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:

1. Class B Misdemeanor: Five thousand dollars ($5,000.00) when the conviction is for a class B misdemeanor conviction; and

2. Class C Misdemeanor; Infraction: One thousand dollars ($1,000.00) when the conviction is for a class C misdemeanor conviction or for an infraction conviction. (1998 Code § 1-332; amd. 2000 Code)

F. Bail/Fee Schedule:

CRIMINAL BAIL/FEE SCHEDULE FOR HURRICANE CITY ORDINANCES

Code Violation	Description	Class	Recommended Bail Amount	Recommendations For Notes
	Business License Violations			
3-1-4	No business license	B	$200.00	
3-2-4	Sale of alcohol without a license	B	600.00	
3-3A	Failure to pay sales tax	B	100.00	
3-4-5	Operation of a sexually oriented business without a valid license	B	400.00	
3-4-9	Employee of an SOB not licensed	B	300.00	
3-5-2	No transient merchant license	B	200.00	No mandatory court appearance required
3-6-5	Solicitation prohibited/no solicitor's license	B	360.00	No mandatory court appearance required

3-6-18	Solicitor violation of a "No Solicitation" notice	B	100.00	No mandatory court appearance required
3-6-19	Solicitor violating time of day restrictions	B	100.00	No mandatory court appearance required
3-9-2	No business license for rental property	B	200.00	
3-9-3	Rental of property in a residential zone for less than 30 days	B	300.00	
3-10-2	No on site manager	Infraction	50.00	
3-10-4	No guest register available/license not displayed	Infraction	50.00	
3-10-5	Occupancy violation	Infraction	50.00	
3-10-6	Room rented to a minor	Infraction	50.00	
3-10-7	Room rented for longer than 30 days	Infraction	50.00	

3-10-8	Sanitation requirements violation (each violation)	Infraction	50.00	
3-10-9	Failure to cooperate with an inspection	Infraction	50.00	
3-10-10	Failure to report violation of the law	Infraction	50.00	
	Public Health And Safety Violations			
4-2-3	Maintaining a public nuisance	C	100.00	
4-3-2	Weed nuisance	C	100.00	
4-4-1	Burn permit required	Infraction	100.00	
4-5-3	Disposal not in landfill	Infraction	100.00	
4-6-5	Litter regulations	Infraction	100.00	
4-6-6	Handbill regulations	Infraction	100.00	

4-8-1	No restroom facility	B	100.00	No mandatory court appearance required
4-8-2	No/improper dumpster	B	100.00	No mandatory court appearance required
4-8-3	Failure to place waste in dumpster	B	100.00	No mandatory court appearance required
4-8-4	Failure to dispose of waste	B	100.00	No mandatory court appearance required
4-9-1	Noise	Infraction	50.00	
4-10-4	Fugitive dust		Administrative	
4-11-4	Fireworks	B	$100.00	
	Animal Control Violations			
5-2-3A1	2 limit kennel license	Infraction	100.00	

5-2-3A4a	No license each dog (first offense)	Infraction	50.00	Suspend $10.00 on compliance
5-2-3A4a	No license each dog (second/subsequent offense)	Infraction	75.00	Suspend $10.00 on compliance
5-2-3D3	Dog bite	Infraction	100.00	
5-2-3E1	No rabies vaccination (first offense)	Infraction	50.00	Suspend $10.00 on compliance
5-2-3E1	No rabies vaccination (second/subsequent offense)	Infraction	75.00	Suspend $10.00 on compliance
5-2-4A1	At large dog (first offense/each dog)	Infraction	50.00	
5-2-4A1	At large dog (second/subsequent offense per dog)	Infraction	75.00	
5-2-4A2	At large other	Infraction	50.00	
5-2-4A2	At large other (second/ subsequent offense)	Infraction	75.00	

5-2-4D/ 5-2-7A	Vicious animal not controlled	Infraction	100.00	
5-2-4E	Defecate in public place	Infraction	100.00	
5-2-4G	Animal trespass	Infraction	100.00	
5-2-4H	Poisoning	Infraction	100.00	
5-2-4K	Fail to give care	Infraction	100.00	
5-2-4K3	Promoting animal fighting	Infraction	100.00	
5-2-5A6	Chase cars	Infraction	50.00	
5-2-5A7	Attacks other animals	Infraction	100.00	
5-2-5A	Nuisance animal other offense	Infraction	100.00	
5-2-5B	Excessive barking	Infraction	100.00	
5-2-8B	Hit and run dog with car	Infraction	100.00	

5-2-11K	Retaking animal unlawfully	Infraction	50.00	
	Other Police Regulations			
5-3-2	Loitering	Infraction	50.00	
5-3-3	Discharging weapons in city limits (firearms)	B	100.00	
5-3-3	Discharging weapons in city limits (air rifle)	Infraction	50.00	
5-4-1A	Curfew	B	100.00	
5-4-1B	Parents responsible for curfew	Infraction	50.00	
	Vehicle Violations			
6-1-3D1	Too many vehicles for sale	Infraction	50.00	
6-1-3E2	Illegal parking of a semi	Infraction	100.00	
The late fee for parking violations shall be as follows (6-1-3F): $20.00 if paid after 14 days following the violation notice.				

$5.00 additional per month if not paid within 30 days.				
	Public Ways And Property Violations			
7-1-3	Obstructing the public right of way/construction materials in the roadway	B	$100.00	No mandatory court appearance required
7-1-8	Illegal operation of an ATV	Infraction	50.00	
7-2-5	Concrete on the street	B	100.00	
7-3-3	Excavating in the street without a permit	B	200.00	
7-5-12B	Defacing headstone/ landscape at the cemetery	Infraction	100.00	
7-6-2A	Defacing anything at a park	Infraction	100.00	
7-6-2B	Alcohol in parks	Infraction	100.00	
7-6-2C	Indecent language	Infraction	50.00	

7-6-2D	Camping in unassigned area	Infraction	50.00	
7-6-2E	Motor vehicles in park	Infraction	50.00	
7-6-2F	Skateboards at park	Infraction	50.00	
7-6-2G	Livestock in park	Infraction	50.00	
7-6-2I	Endangering a person	Infraction	50.00	
7-6-2J	Fire in unapproved area	Infraction	100.00	
7-6-2K	Posting handbills/ solicitation at park	Infraction	50.00	
7-6-2L	Weapon or firearm in park	Infraction	50.00	
7-6-2M	Teaching for profit without a permit	Infraction	50.00	
7-6-2O	Entertainment/exhibition without a permit	Infraction	50.00	
7-6-3A	Parks closed after dark	Infraction	50.00	

7-7-2	Failure to obtain an event permit	B	200.00	
	Land Use Code Violations			
10-9-5A	Development or use without a permit	C	150.00	
10-9-5B	Use inconsistent with permit	C	150.00	
10-9-5C	Use inconsistent with conditions of approval	C	150.00	
10-9-5D	Use inconsistent with land use title	C	150.00	
10-9-5E	Lot or setback nonconforming	C	150.00	
10-9-5F	Increasing intensity of use	C	150.00	
10-9-5G	Removing, defacing, or obscuring notice	C	150.00	
10-12-3A	Violation of use in an agricultural zone	C	150.00	

10-13-3A	Violation of use in a residential zone	C	150.00	
10-14-3A	Violation of use in a residential agriculture zone	C	150.00	
10-15-3A	Violation of use in a commercial zone	C	150.00	
10-16-3A	Violation of use in business and industrial zones	C	150.00	
10-17-3A	Violation of use in an open space and public facility zone	C	150.00	
10-32-7D	Failure to maintain landscape	C	150.00	
10-36	Sign ordinance violation	C	150.00	
10-37-5	Illegal accessory building/structure	C	150.00	
10-37-9	Fence too high	C	150.00	
10-37-9E	Fence is a visual obstruction	C	150.00	

10-42-3	Violation of home based business regulation	C	150.00	
10-43-3B	Illegal location of a manufactured/mobile home	C	150.00	
10-43-3C	Illegal location of an occupied recreational vehicle	C	150.00	
10-48-3B	No temporary use permit	C	150.00	
10-50-5	Violation of zoning for wireless telecommunications facilities	C	150.00	
10-51-3	Operating a bed and breakfast without a permit	C	150.00	

(Ord. 2008-6, 3-20-2008; amd. Ord. 2009-05, 4-16-2009; Ord. 2009-16, 11-5-2009; Ord. 2016-09, 10-20-2016; Ord. 2017-02, 1-5-2017; Ord. 2017-04, 2-2-2017)

Notes

1 1. UCA § 10-3-703.

2 2. UCA § 76-3-204.

3 3. UCA § 76-3-205.

4 4. UCA § 76-3-301.

5 1. UCA § 76-3-302.

1-4-2: OFFENSES DESIGNATED; CLASSIFIED:

A. Sentencing In Accordance With Chapter:

1. A person adjudged guilty of an offense under this code or the ordinances of this city shall be sentenced in accordance with the provisions of this chapter.

2. Ordinances enacted after the effective date of this code which involve an offense should be classified for sentencing purposes in accordance with this chapter, unless otherwise expressly provided. (1998 Code § 1-311)

B. Designation Of Offenses: Offenses are designated as misdemeanors or infractions. (1998 Code § 1-312)

C. Misdemeanors Classified 1 :

1. Misdemeanors are classified into two (2) categories:

a. Class B misdemeanors;

b. Class C misdemeanors.

2. An offense designated as a misdemeanor or any act prohibited or declared to be unlawful in this code or any ordinance of this city when no other specification as to punishment or category is made, is a class B misdemeanor. (1998 Code § 1-313)

D. Infractions:

1. Infractions are not classified.

2. Any offense which is made an infraction in this code or other ordinances of this city, or which is expressly designated an infraction and any offense designated by this code or other ordinances of this city which is not designated as a misdemeanor and for which no penalty is specified is an infraction. (1998 Code § 1-314)

E. Continuing Violation: In all instances where the violation of this code or any ordinance hereinafter enacted is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur. (1998 Code § 1-315)

Notes

1 1. UCA § 76-3-104.

1-4-3: ADMINISTRATIVE HEARINGS:

A. Request: Unless otherwise specifically provided in any ordinance of the city or any code adopted by reference, a hearing before the city council may be requested by any person:

1. Who is denied or refused a permit or license by any officer, agent or employee of this city.

2. Whose permit or license is revoked, restricted, qualified or limited from that for which it was first issued. (1998 Code § 1-411)

B. Form Of Request; Time Limitation: The request for hearing must be made in writing to the mayor or city recorder-clerk and made within thirty (30) days following the date notice denying, refusing, revoking, qualifying or restricting the license or permit is mailed by the city to the applicant or license holder at his address as it appears on the application or license. (1998 Code § 4-412)

C. Procedure:

1. Time And Place: Following receipt of a request for hearing, the city council shall inform the person requesting a hearing of the time and place the hearing is to be held.

2. Witnesses; Evidence: At the hearing, the aggrieved party shall have the right to hear and examine any witnesses the city may produce to support its decision and to present his own evidence in support of his contention.

3. Decision Of City Council: The city council shall, within ten (10) days following the conclusion of the hearing, in writing, inform the person who requested the hearing of the decision of the city council. (1998 Code § 1-413)

D. Not Additional Remedy: This section shall not be construed so as to afford any aggrieved party more than one hearing before the city council nor shall the hearing provided in this section apply to any criminal complaint or proceeding. (1998 Code § 1-414)

1-4-4: RETURNED CHECKS OR OTHER NEGOTIABLE INSTRUMENTS:

Any person who makes, draws, signs or issues a check, draft, order or other instrument to the city of Hurricane shall be liable for the amount of such check, draft, order or instrument, plus a service fee in the amount of twenty dollars ($20.00), if the check is not honored upon presentment and is marked "refer to maker", or the account upon which the check, draft, order or instrument is drawn does not exist, has been closed or does not have sufficient funds for payment in full of the check, draft, order or instrument. (Ord. 21-5-3, 5-3-2001)

1-5-5 CIVIL ENFORCEMENT

The City may impose civil penalties for the violation of any requirement, regulation, ordinance, or other provision of the Hurricane City Code. When imposing a civil penalty for violation of any requirement, regulation, ordinance, or other provision of the Hurricane City Code, the City shall follow the procedure of this section. Civil enforcement of any violation is only one option for enforcement. Nothing in this section removes the City's ability to use criminal proceedings or other enforcement strategies authorized by state law and this code in the resolution of code violations.

A. Notice of violation. Upon inspection and discovery that any provision of Hurricane City Code is being violated, the Planning Director, Chief of Police, Code Enforcement Officer, City Recorder or designee, shall provide written notice of the violation to the property owner, and in addition, may provide written notice of the violation to any other responsible party.

1. The notice of violation shall: (1) indicate the nature of the violation; (2) order the necessary action to correct the violation; (3) establish a reasonable time period for the necessary corrective actions to be completed (the "warning period"); and (4) state that the property owner and other responsible party (if any) will be subject to civil penalties if the violation is not corrected within the warning period.

2. The warning period shall be the minimum time period reasonably necessary to correct the violation, given the nature of the violation and the amount of effort needed to correct the violation. The warning period could be as short as several hours or as long as several weeks.

3. The notice of violation shall be delivered personally or mailed to the owner of record at the address shown on the records of the County Recorder, or to a person designated, in writing, by the owner of record as the owner's agent for the purpose of receiving notice of an ordinance violation. The notice of violation may also be delivered personally or mailed to any other responsible party. Personal delivery or mailing of the written notice shall serve to start the warning period.

B. Civil citation. If the violation remains uncorrected at the end of the warning period, the Planning Director, Chief of Police, City Recorder or Code Enforcement Officer may issue a civil citation to the property owner and/or other responsible party.

1. The civil citation shall be personally delivered, or mailed to the property owner, as shown on the records of the County Recorder.

2. The civil citation shall serve to start the imposition and accrual of civil penalties. The civil citation shall state that civil penalties are being assessed to the property owner and/or other responsible party for each day the violation persists, beginning on the date the civil citation is personally delivered or mailed.

C. Referral to Police Department. The Planning Director or Code Enforcement Officer may refer any violation to the Chief of Police for an immediate criminal enforcement action, as allowed by state law.

D. Daily violations. If provided in the citation, each day a violation is continued or maintained after the date the civil citation is personally delivered or mailed is considered a separate violation and shall give rise to a separate civil penalty for each day of violation. The filing of an appeal does not stop the daily accrual of any penalty unless the civil hearing officer ultimately dismisses the citation.

E. Civil penalties. A violation of any provision of this Code shall result in a civil penalty pursuant to the following schedule:

Violation	Penalty

Unlicensed short-term rental (see section 3-10-11)	$750 per day
Violation of short-term rental licensing standards (see section 3-10-11)	$750 per day
Violation of zoning and licensing standards for Residential Hosting (see section 10-51)	$750 per day

F. Correction of violation required. The payment of a civil penalty does not relieve the obligation to correct the violation. The property owner or other responsible party is required to correct the violation regardless of whether or not the civil penalty has been paid.

G. Citation appeal. Any person who has received a civil citation and who wishes to dispute the violation may appeal the citation in writing to the civil hearing officer within 15 calendar days after the citation has been issued. If a person who has received a citation does not appeal within 15 days, the right to an appeal is lost. In such case, the person shall be responsible for both correcting the violation and paying all applicable civil penalties.

H. Appeal procedures.

1. The City Manager shall appoint the Civil Hearing Officer.

2. The Hearing Officer shall adopt rules of procedure that govern the review and adjudication of civil citation appeals. Such rules shall provide a meaningful opportunity for the appellant to present evidence documenting one of the following defenses:

a. At the time of the citation and at all times ensuing, the alleged violation did not and does not exist.

b. At the time of citation, compliance with the subject ordinance(s) would have violated the criminal laws of the state.

c. Compliance with the subject ordinance(s) would have presented an imminent and irreparable physical injury to persons or property.

d. The violation and failure to correct the violation were both caused by a force majeure event such as war, act of nature, or civil disturbance.

3. After reviewing the appeal, the Civil Hearing Officer may dismiss the citation only on a finding that one of the four defenses in paragraph 2 above applies to the appeal. If the hearing officer finds none of the defenses apply, the Hearing Officer shall uphold the citation and associated civil penalties. If the hearing officer upholds the citation, daily civil penalties shall continue to accrue after the hearing until the violation is corrected.

4. If the Hearing Officer upholds the citation, the Hearing Officer may, in the interest of justice and on behalf of the City, enter into an agreement for the delayed or periodic payment of the civil penalty by the violator.

5. If the Civil Hearing Officer upholds the citation, the hearing officer may partially or wholly abate the civil penalties for one of the following reasons only:

a. The violation was corrected promptly after the issuance of the civil citation and at the time of the appeal hearing the violation does not exist.

b. There has been a change in the actual ownership of the property where the violation exists since the time the citation was written, and the new owner is not related by blood, marriage, adoption, or common ownership to the prior owner.

I. Late fees. A late fee will be assessed for any unpaid civil penalty in instances where daily penalties are not accruing (such as when a violation has been corrected on the property but the civil penalty imposed by a citation for the earlier violation has not been paid, or when the violation was transitory and the unpaid civil penalty was only imposed for the period of time the violation existed). In such cases, a late fee equivalent to 25 percent of the civil penalty will be assessed 30 days after the date the civil citation is issued, or 15 days after the date of the appeal hearing, whichever is later. The property owner shall pay any late fee that is assessed in accordance with this section.

J. Collection of civil penalties. The City may file a civil action to collect any unpaid amount under this section. The violator and any responsible person shall pay for all costs of collection, including but not limited to attorney's fees and costs.

THEREFORE, BE IT HEREBY ORDAINED by the Hurricane City Council Hurricane City Code 10-7-9 shall be, and is hereby, amended with the additional text as follows:

Sec. 3-10-11. Short term vacation rentals.

Regulations and restrictions imposed by this section are in recognition of the premise that a vacation rental provides lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements listed in subsection B of this section and total license limits listed in subsection C of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.

A. *Business license required.* No dwelling in any permitted zone shall be occupied or used as short term vacation rental until such time that the owner has obtained a short term vacation rental business license issued in accordance with the provisions of this section.

B. *Conditions for issuance of a business license for a short term vacation rental.* Issuance of a short term vacation rental business license by the Business License Officer shall be subject to the following:

1. A complete application for a short term vacation rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:

a. The name, address and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and

b. A valid state tax number for remittance of transient lodging taxes.

2. The dwelling unit for which the business license is sought shall be a located in a permitted zone according to this title and that has been built to meet building and fire codes for transient occupancy and has been issued a certificate of occupancy.

3. Portions of a single-family dwelling may not be used as a short term vacation rental unless licensed as a bed and breakfast or residential hosting facility in accordance with the regulations for that use. A short term vacation rental and a bed and breakfast or residential hosting facility may not be located in the same single-family dwelling. Only one vacation rental is allowed per property.

4. In permitted single-family zones, the owner of a single-family dwelling for which a short term vacation business license is sought does not hold a business license to operate another short term vacation rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership interest in any corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling.

5. In permitted single-family zones, the property line of another dwelling licensed as a short term vacation rental is not located within 300 feet, as measured along the same street or around the corner, of the front property line corners of the property where the proposed short term vacation rental license is being sought. This criterion does not apply to recreation resort zoning or motel type uses within commercial zoning.

C. *Limit on total number of short term vacation rental licenses within single-family zones as contained in title 10, chapter 13 of this Code.* The total number of short term vacation rental business licenses issued within single-family zones shall be limited in accordance with the following:

1. The maximum number of short term vacation rental business licenses for property in single-family zones to be issued shall be based on the total population of the City, allowing three licenses for every 1,000 of total population.

2. The total number of licenses available each year shall be recalculated based on an estimated population derived by adding the total number of new dwelling units times 2.9 residents per unit to the prior year's base population. The City shall readjust the population numbers every ten years after the release of the census numbers. If the census numbers are lower than the City's projection, the City shall not revoke any issued license but shall not issue any additional licenses until City population justifies additional license availability.

3. If, after the maximum number of licenses has been issued, an application meeting all other requirements for issuance of a license is received, the application shall be placed on a waiting list in order of the date of receipt. No fees will be due until a license becomes available. When a license becomes available, the first applicant on the waiting list shall be notified of the license availability, and the applicant shall have 45 days from the date of such notice to file a complete application and pay the filing fee, and six months thereafter to complete the licensing process. In the event that the applicant fails to file a complete application and filing fee within said 45 days, or fails to complete the licensing process within said six months, the application shall be deemed to have expired, and the next applicant will be notified of the license availability, and the same procedure shall apply.

4. In the event of a sale or other transfer of any property containing a dwelling licensed as a short term vacation rental, the purchaser or transferee of the property shall be required to apply for a new license within 45 days of the date of purchase or transfer. In the event that the purchaser or transferee fails to apply for a new license within said 45 days, the license will be forfeited and the owner must reapply for any available license or be placed on the waiting list.

D. *Parking regulations.* The owner of any property licensed as a short term vacation rental shall provide off street parking for guests in accordance with the following:

1. Off street parking shall be provided on the same lot as the dwelling which is licensed as a short term vacation rental.

2. Parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.

3. All guest parking shall be contained on the site.

4. No off street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.

5. The number of vehicles allowed by the occupants of a vacation rental home shall be restricted to the number of off street parking spaces provided by the owner.

E. *Maintenance standards.* Any property that contains a dwelling which is licensed as a short term vacation rental shall conform to the following standards:

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the neighborhood;

2. The use of a dwelling as a short term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and

3. Each sleeping room must meet current international residential code codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

F. *Prevention of noise, nuisance or trespass.* The owner of any dwelling licensed as a short term vacation rental shall be responsible to ensure that guests or occupants of the short term rental do not:

1. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.

2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10:00 p.m., or other similar activities.

3. Interfere with the privacy of surrounding residents or trespass onto surrounding properties.

4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.

5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

G. *Required posting.* The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short term vacation rental:

1. A copy of the vacation rental business license.

2. The name, address, and phone number of the owner or property manager.

3. The location of all fire extinguishers.

4. A list of all rules applicable for vacation rentals.

5. The maximum occupancy of the vacation rental and the maximum number of vehicles allowed.

H. *Miscellaneous rules and regulations.* The following rules and regulations shall apply to any dwelling for which a short term vacation rental business license has been issued:

1. Outdoor pools, hot tubs or spas shall not be used between the hours of 11:00 p.m. and 6:00 a.m.

2. Maximum occupancy in any dwelling licensed as a short term vacation rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley Fire District, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.

3. The owner of any property containing a dwelling licensed as a short term vacation rental shall cause to be displayed in a City approved location on the exterior of the property an approved sign containing the name and 24-hour per day, 365-day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12 inches by 18 inches and shall be the only sign other than an address permitted on a short term vacation rental property.

4. The owner or property manager shall provide information on current occupants to police, emergency, or City personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.

5. The requirements of this section shall be in effect throughout the time a short term vacation rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests of the owner, or paying guests of the owner. The City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short term vacation rental.

6. An inspection of a vacation rental property for compliance with these regulations will be performed at the time of business license review. Additional inspections may be performed with 24 hour notice to the license holder/property manager if deemed necessary by the City.

7. The owner of any dwelling licensed as a short term vacation rental shall be required to collect and remit on a timely basis transient lodging taxes.

I. *Enforcement provisions.*

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short term vacation rental, as defined herein, without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be cited with a civil citation or guilty of an infraction, which shall be punishable by a fine of up to $750.00 for each day that they are found to be in violation. In addition, in the event that such dwelling is on the waiting list described in subsection C3 above at the time of such violation, the business license application for said dwelling shall be removed from said waiting list and the dwelling shall not be considered for a short term vacation rental business license unless a new application is submitted.

2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a short term vacation rental, thereafter operates or permits operation of said short term vacation rental in violation of the terms and provisions of this section shall be cited with a civil citation or guilty of an infraction, and shall be punished by a fine of up to $750.00 for each such violation.

3. Any person who occupies a short term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other criminal process in accordance with all state, federal or local statutes, rules or ordinances.

4. Violation of any provision of this section regulating short term vacation rentals shall constitute a separate offense for each day said violation occurs or continues.

5. In the event of three or more violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the City Council may, depending on the nature or extent of the violations, proceed with revocation of the business license for any

short term vacation rental property in accordance with the provisions of the general business license ordinance.

(Ord. No. 2021-06 , 7-1-2021)

~~3-10-11: SHORT TERM VACATION RENTALS:~~

~~Regulations and restrictions imposed by this section are in recognition of the premise that a vacation rental provides lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements listed in subsection B of this section and total license limits listed in subsection C of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.~~

~~A. Business License Required: No dwelling in any permitted zone residential zone shall be occupied or used as short term vacation rental until such time that the owner has obtained a short term vacation rental business license issued in accordance with the provisions of this section.~~

~~B. Conditions for Issuance of a Business License for a Short Term Vacation Rental: Issuance of a short term vacation rental business license by the Business License Officer shall be subject to the following:~~

~~1. A complete application for a short term vacation rental business license shall have been submitted in accordance with Section 3-1-5, and which shall also include:~~

~~(a) the name, address and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and~~

~~(b) a valid Utah state tax number for remittance of transient lodging taxes.~~

~~2. The dwelling unit for which the business license is sought shall be a single-family dwellinglocated in a permitted zone according to this title and that has been built to meet building and fire codes for transient occupancy and has been issued a certificate of occupancy.~~

~~3. Portions of a single-family dwelling may not be used as a short term vacation rental unless licensed as a bed and breakfast or residential hosting facility in accordance with the regulations for that use. A short term vacation rental and a bed and breakfast or residential hosting facility may not be located in the same single-family dwelling.~~

4. In permitted single-family zones, Tthe owner of a single-family dwelling for which a short term vacation business license is sought does not hold a business license to operate another short term vacation rental within the Hurricane City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership interest in any corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling,

5. In permitted single-family zones, Tthe property line of another dwelling licensed as a short term vacation rental is not located within three hundred feet (300'), as measured along the same street or around the corner, of the front property line corners of the property where the proposed short term vacation rental license is being sought. This criterion does not apply to Recreation Resort Zoning or motel tpyetype uses within commercial zoning.,

C. Limit On Total Number Of Short Term Vacation Rental Licenses within single-family zones as contained in Hurricane City Code 10-13: The total number of short term vacation rental business licenses issued within single-family zones the city of Hurricane shall be limited in accordance with the following:

1. The maximum number of short term vacation rental business licenses for property in single-family zones to be issued shall be based on the total population of the cityCity, allowing three (3) licenses for every one thousand (1,000) of total population.

2. The total number of licenses available each year shall be recalculated based on an estimated population derived by adding the total number of new dwelling units times 2.9 residents per unit to the prior year's base population. The City shall readjust the population numbers every ten years after the release of the census numbers. If the census numbers are lower than the City's projection, the City shall not revoke any issued license but shall not issue any additional licenses until City population justifies additional license availability.

3. If, after the maximum number of licenses has been issued, an application meeting all other requirements for issuance of a license is received, the application shall be placed on a waiting list in order of the date of receipt. No fees will be due until a license becomes available. When a license becomes available, the first applicant on the waiting list shall be notified of the license availability, and the applicant shall have forty five (45) days from the date of such notice to file a complete application and pay the filing fee, and six (6) months thereafter to complete the licensing process. In the event that the applicant fails to file a complete application and filing fee within said forty forty-five (45) days, or fails to complete the licensing process within said six (6) months, the application shall be deemed to have expired, and the next applicant will be notified of the license availability, and the same procedure shall apply.

4. In the event of a sale or other transfer of any property containing a dwelling licensed as a short term vacation rental, the purchaser or transferee of the property shall be required to apply for a new license within forty forty-five (45) days of the date of purchase or transfer. In the event

Commented [SN2]: What does this mean? Are we limiting that a person may only own a single short-term rental within the City? Should this apply to recreation resort zoning?

that the purchaser or transferee fails to apply for a new license within said forty forty-five (45) days, the license will be forfeited and the owner must reapply for any available license or be placed on the waiting list.

D. Parking Regulations: The owner of any property licensed as a short term vacation rental shall provide off street parking for guests in accordance with the following:

1. Off street parking shall be provided on the same lot as the dwelling which is licensed as a short term vacation rental.

2. Parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.

3. All guest parking shall be contained on the site.

4. No off street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.

5. The number of vehicles allowed by the occupants of a vacation rental home shall be restricted to the number of off street parking spaces provided by the owner.

E. Maintenance Standards: Any property that contains a dwelling which is licensed as a short term vacation rental shall conform to the following standards:

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the neighborhood;

2. The use of a dwelling as a short term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and

3. Each sleeping room must meet current international residential code codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

F. Prevention Of Noise, Nuisance Or Trespass: The owner of any dwelling licensed as a short term vacation rental shall be responsible to ensure that guests or occupants of the short term rental do not:

1. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.

2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after ten o'clock (10:00) P.M., or other similar activities.

3. Interfere with the privacy of surrounding residents or trespass onto surrounding residential properties.

4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.

5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

G. Required Posting: The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short term vacation rental:

1. A copy of the vacation rental business license.

2. The name, address, and phone number of the owner or property manager.

3. The location of all fire extinguishers.

4. A list of all rules applicable for vacation rentals.

5. The maximum occupancy of the vacation rental and the maximum number of vehicles allowed.

H. Miscellaneous Rules And Regulations: The following rules and regulations shall apply to any dwelling for which a short term vacation rental business license has been issued:

1. Outdoor pools, hot tubs or spas shall not be used between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M.

2. Maximum occupancy in any dwelling licensed as a short term vacation rental shall be ten (10) persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley fire district, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.

3. The owner of any property containing a dwelling licensed as a short term vacation rental shall cause to be displayed in a city approved location on the exterior of the property an approved sign containing the name and twenty four (24) hour per day, three hundred sixty five (365) day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding

activities on the property and the conduct of its occupants and guests. The sign shall not exceed twelve inches by eighteen inches (12" x 18") and shall be the only sign other than an address permitted on a short term vacation rental property.

4. The owner or property manager shall provide information on current occupants to police, emergency, or city personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.

5. The requirements of this section shall be in effect throughout the time a short term vacation rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests of the owner, or paying guests of the owner. The city City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short term vacation rental.

6. An inspection of a vacation rental property for compliance with these regulations will be performed at the time of business license review. Additional inspections may be performed with twenty twenty- four (24) hour notice to the license holder/property manager if deemed necessary by the cityCity.

7. The owner of any dwelling licensed as a short term vacation rental shall be required to collect and remit on a timely basis transient lodging taxes.

I. Enforcement Provisions:

1. Any owner of any dwelling in a residential zone within the city City of Hurricane who allows or permits occupation of said dwelling as a short term vacation rental, as defined herein, without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be guilty of an infraction, which shall be punishable by a fine of up to seven hundred fifty dollars ($750.00) for each such violation. In addition, in the event that such dwelling is on the waiting list described in 3-10-11(C)(3) at the time of such violation, the business license application for said dwelling shall be removed from said waiting list and the dwelling shall not be considered for a short term vacation rental business license unless a new application is submitted.

2. Any owner of any dwelling in a residential zone within the city City of Hurricane, who, having first obtained a business license for use or occupation of said dwelling as a short term vacation rental, thereafter operates or permits operation of said short term vacation rental in violation of the terms and provisions of this section shall be guilty of an infraction, and shall be punished by a fine of up to seven hundred fifty dollars ($750.00) for each such violation.

~~3. Any person who occupies a short term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other criminal process in accordance with all state, federal or local statutes, rules or ordinances.~~

~~4. Violation of any provision of this section regulating short term vacation rentals shall constitute a separate offense for each day said violation occurs or continues.~~

~~5. In the event of three (3) or more violations of this section committed by an owner or guest, or any combination of the two (2), within any twelve (12) month period, the city council may, depending on the nature or extent of the violations, proceed with revocation of the business license for any short term vacation rental property in accordance with the provisions of the general business license ordinance.~~

BE IT FURTHER ORDAINED that this ordinance shall be deemed to be of an urgent nature and shall take effect at the earliest possible time after publication and posting.

PASSED AND APPROVED this _____ day of _____, 2022~~1~~.

_____
Nannette Billings~~John W. Bramall~~, Mayor

[Seal]
Attest:

_____
Cindy Beteag, City Recorder

**INTERLOCAL COOPERATION AGREEMENT
TO PROVIDE SUPPORT TO
IRONMAN WORLD CHAMPIONSHIP - ST. GEORGE (MAY 2022),
THE IRONMAN 70.3 WORLD CHAMPIONSHIP – ST. GEORGE (OCTOBER 2022),
THE IRONMAN 70.3 NORTH AMERICAN CHAMPIONSHIP (MAY 2023, 2025,)
AND THE IRONMAN NORTH AMERICAN CHAMPIONSHIP (MAY 2024)**

This Interlocal Cooperation Agreement (the "Agreement") is entered into by WASHINGTON COUNTY, a political subdivision of the State of Utah ("the County"); and HURRICANE CITY, a Utah municipal corporation ("the City"), hereinafter collectively referred to as "Participants".

RECITALS:

WHEREAS, over the past eleven years, Washington County and the City have worked together with other public entities in order to host IRONMAN events; and

WHEREAS, the prior event hosting agreement between Washington County and WTC as well as the prior interlocal agreement between the City and County regarding the IRONMAN events have expired and need to be renewed for the area to successfully host new IRONMAN events; and

WHEREAS, the County has entered into Host Venue Agreements with WTC under which the County will host IRONMAN races for through 2025 ("IRONMAN Contracts"), copies of which are attached hereto as Exhibits "A,B and C", and under which Washington County will host the IRONMAN World Championship – St. George (May 2022), the IRONMAN 70.3 World Championship (Oct. 2022), the IRONMAN 70.3 North American Championship (May, 2023 and 2025), and the IRONMAN North American Championship (May 2024) (each individually referred to as an "Event" or collectively as "Annual Event"); and

WHEREAS, in addition to the IRONMAN Contract, Washington County has been selected to host the IRONMAN 70.3 World Championship and has entered into a Host Venue Agreement ("World Championship Contract"), a copy of which is attached hereto as Exhibit "B", and under which Washington County will host the IRONMAN 70.3 World Championship – St. George (2021) (referred to as an "Event" or the "World Championship Event"); and

WHEREAS, The Utah Interlocal-Cooperation Act, Utah Code Annotated Sections 11-13-101 et seq. (1953, as amended), permits local public agencies, including counties and cities, to make the most efficient use of their powers through cooperating with other public agencies; and

WHEREAS, due to the large positive economic impact that will come to the City and its residents by having the IRONMAN events conducted in and around the City, the City is willing to assist the County in fulfilling some of the County's responsibilities under the IRONMAN Contract and the World Championship Contract.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the Participants agree as follows:

Section. 1. Purpose. The purpose of the Agreement is to set forth the obligations that the City will perform to support the County in hosting the IRONMAN World Championship – St. George (May 2022), the IRONMAN 70.3 World Championship (Oct. 2022), the IRONMAN 70.3 North American Championship (May, 2023 and 2025), and the IRONMAN North American Championship (May 2024) and fulfilling the County's contract with World Triathlon Corporation ("WTC").

Section 2. Requirements of the County Under the Ironman Contracts that Shall be Provided by the City. The City shall provide the following to the County at no expense to the County (except as provided in Section 3), during each year of the term of the Ironman Contracts:

(a) Planning and Coordination. The City shall cooperate in, but shall not be responsible for, the planning and coordination for the use and permitting of needed and available City facilities, roads, easements and volunteer recruitment for all race sites in Hurricane City to include: race course, aid stations, concessions, parking, VIP hospitality, spectator viewing, transportation and municipal services.

(b) Venues/Facilities. The City will provide venues and facilities in a similar manner, location, and quantity as the City has historically provided. The Parties acknowledge that adjustments to the course within the City may be needed from year to year based on new growth and development in the area. Any adjustments will be discussed and approved by the Parties well in advance of the annual event. Certain facilities and personal property listed herein will be required from the Tuesday before to the Tuesday immediately following each Race. The County shall identify all facilities and personal property listed herein needed for an Event, and the dates needed, no later than 60 days prior to an Event.

Section 3. Services. With respect to each Event and as coordinated by WTC's Race Director, the City shall facilitate, assist, and contribute services for the following support services as needed within the City in accordance with the following:

(a) Police, Emergency and Other Municipal Services within the City. City will participate in the planning for, and provide such assistance as may be agreed by the Participants in the provision of, such municipal services within the City as may be necessary to conduct the Events, including community awareness, waste management, and electrical services. The City shall provide police protection and race-day traffic control services, and shall ensure that police will participate in unified command and coordinate with all emergency services (police, fire, State Parks, water safety and ambulance) needed to maintain public safety within the City.

(b) Traffic Control Devices and Services. The City shall review the proposed placement of traffic control devices, cones, message boards, etc. within the City; however, the City shall have no obligation to obtain or provide for the placement of such traffic control devices, cones, message boards, etc.

(c) Community Awareness. The City shall provide community notifications via email, city newsletters, with utility bills, etc. (provided in a reasonable time before the Event) to all potentially affected persons and third parties within the City, informing them of planned street closures and Event schedules. The City shall also assist in determining needs and facilitating placement of message boards on roadways as coordinated by IRONMAN operations or its assigned contractors.

(d) Roadway Surface Maintenance. The City shall ensure that the roadway surface from Sand Hollow Reservoir along Sand Hollow Road to SR-7 is cleaned and free of all loose gravel, sand and other debris on the day of the Event.

Section 3. Reimbursement. The City shall receive reimbursement from IRONMAN and/or the County for all preparation and race-day overtime costs for police services and any municipal services provided by the City to conduct that portion of the event that is within the boundary of the City. The City shall coordinate police and employee schedules in a cost-effective way during race week to provide for the least amount of overtime hours possible during race day.

Section 4. Term. This Agreement shall become effective on the date that both Participants have duly executed the Agreement and will continue in effect until thirty (30) days after the 2025 Event, unless otherwise agreed to in writing by the parties.

Section 5. Compliance. The City shall agree to the following items in order to comply with the terms of the IRONMAN Contract and the World Championship Contract:

(a) Intellectual Property of WTC. The City shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark, the 70.3® mark, and the design mark known as the "M-DOT." The City shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.

(b) No Construction; Street Cleaning. Unless reasonably required and unavoidable, the City shall not begin and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event. The City shall be responsible for sweeping and cleaning up all Venue areas within the City prior to each Event.

(c) Venue & Race Course Exclusivity; Condition of Race Course. The City shall provide WTC with exclusive use of agreed upon locations (as necessary for conducting the Event) within the Venue for purposes of staging and conducting the Race, the transition areas and infrastructure, the Expo, and all other aspects of the Event. The City shall ensure that, as necessary to conduct the Races, the Race course route within the City (i.e., the roads, waterways, and other public spaces actually used for the Race) is closed to the public during the Race and for a reasonable period before and after the Race, and, subject to reasonable exceptions, is made exclusively available to WTC during such periods. The City shall ensure that all Race routes within the City are in good condition during the Event.

Section 6. Exclusivity. The Participants further agree as follows:

(a) Use of Racecourse and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the "Event Period"), the City shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or any Event-related area within the City; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:

(i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event having a distance longer than an "Olympic" distance triathlon;
(ii) include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services that has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices;
(iii) occur on the Race course or any other area within the City where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
(iv) in any way jeopardize or adversely impact Event production or operations;
(v) infringe on any WTC intellectual property rights; or
(vi) include or constitute Ambush Marketing (as defined in Section 7 or otherwise promote themselves as purportedly being part of or in connection with the Event).

(b) Advertising Other Triathlon Companies or Long-Distance Triathlons. Unless otherwise pre-approved, in writing, by WTC (which approval shall not be unreasonably withheld), during the Term and except as set forth in this Section, the City shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to International Triathlon Union (ITU), Revloution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns)(the "Ironman Competitors"), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

Notwithstanding the foregoing, the City may permit its website to display marketing, promotion, advertisement, reference, and/or otherwise associate with, BBSC Endurance Sports ("BBSC"), provided however, that the City may not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (A) any BBSC event(s) if such BBSC event(s) features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (B) BBSC if BBSC or any of BBSC's events are acquired by and/or operated by any Ironman Competitor.

(c) Non-Competition. During the Term of this agreement, the City shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon located, in whole or in part, within the Venue if such event features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union). Notwithstanding the foregoing, the City may support and promote existing events such as BBSC Endurance Sports triathlon races. However, the City may not support and promote any such events that feature any race distance longer than that of an "Olympic" distance triathlon, or if such events are acquired by and/or operated by any IRONMAN Competitor.

Section 7. Ambush Marketing.

(a) "Ambush Marketing" means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.

(b) The City shall not cause or engage in any Ambush Marketing, and, except to the extent the City is prohibited by law from doing so, the City shall take reasonable steps to discourage Ambush Marketing at, near, or in connection with the Event within the City as may be requested by WTC.

Section 8. Indemnification

(a) Each Participant agrees to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence while acting within the scope of their authority, and agree to be liable for any damages resulting from said negligence to the extent permitted by law. Each Participant shall indemnify, defend and hold the other Participant and its officers, employees, and/or agents harmless from any and all claims, costs, liabilities, judgments, expenses or damages arising out of any negligent and/or act of malfeasance by the other party, its officers, employees, and/or agents.

(b) Nothing contained herein shall be construed as consent by either of the Participants to be sued by third-parties in any manner arising from this Agreement, or as a waiver of sovereign immunity as to any Participant.

Section 9. General Provisions

(a) Interlocal Agreement to be Kept on File. Each Participant will file this Agreement with its keeper of records.

(b) Approval. This Agreement shall be approved by each party, pursuant to the requirements of the Interlocal Cooperation Act.

(c) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to the requirements of the Interlocal Cooperation Act.

(d) Costs. Unless otherwise stated in this Agreement, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No Interlocal Entity. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the duly assigned employees of the Participants, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this

Agreement, such party shall do so in the same manner that it deals with other property of such party

(f) Participants Status. Each Participant represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(g) Termination of Agreement. This Agreement shall be in full force and effect and be legally binding upon the Participants only after its approval and execution by the governing bodies of each of the Participants. This Agreement shall automatically terminate if and when the Ironman Contract is terminated prior to the fulfillment of its term. Furthermore, the Participants by mutual consent may terminate the Agreement at any time after all contractual obligations and debts relating to this Agreement have been fulfilled and retired.

(h) Counterparts. This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. The Participants agree that they will execute all instruments, documents, and resolutions or ordinances necessary to give effect to the terms of the Agreement.

(i) Entire Contract. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Participants relating to the subject matter hereof and constitutes the entire contract between the Participants.

(j) Amendment. This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each Participant after adoption of a resolution by the governing body of each participant approving the modification or amendment.

(k) Dispute Resolution. The Participants to this Agreement are governmental entities working together for mutual advantage. In the event a dispute arises with respect to this Agreement, the Participants agree to first submit the matter to non-binding mediation.

(l) Governing Law. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WASHINGTON COUNTY	CITY OF HURRICANE
_____	_____
Victor Iverson, Chair Washington County Commission	Nanette Billings Mayor
Attest:	Attest:
_____	_____
Susan Lewis Washington County Clerk-Auditor	Cindy Beteag, City Recorder

Date: _____ Date: _____

Approved as to form and compatible with State law:

_____ _____

Deputy Washington County Attorney City Attorney

INTERLOCAL COOPERATION AGREEMENT
TO PROVIDE SUPPORT TO
IRONMAN WORLD CHAMPIONSHIP - ST. GEORGE (MAY 2022), THE
IRONMAN 70.3 WORLD CHAMPIONSHIP – ST. GEORGE (OCTOBER 2022), THE
IRONMAN 70.3 NORTH AMERICAN CHAMPIONSHIP (MAY 2023, 2025,) AND THE IRONMAN
NORTH AMERICAN CHAMPIONSHIP (MAY 2024)

This Interlocal Cooperative Agreement (the "Agreement") is entered into by WASHINGTON COUNTY, a political subdivision of the State of Utah ("the County"); and HURRICANE CITY, a Utah municipal corporation ("the City"), hereinafter collectively referred to as "Participants". The purpose of the Agreement is to set forth the obligations that the City will perform to support the County in hosting the IRONMAN World Championship – St. George (May 2022), the IRONMAN 70.3 World Championship (Oct. 2022), the IRONMAN 70.3 North American Championship (May, 2023 and 2025), and the IRONMAN North American Championship (May 2024) and fulfilling the County's contract with World Triathlon Corporation ("WTC").

RECITALS

WHEREAS, over the past eleven years, Washington County and the City have worked together with other public entities in order to host IRONMAN events; and

WHEREAS, the prior event hosting agreement between Washington County and WTC as well as the prior interlocal agreement between the City and County regarding the IRONMAN events have expired and need to be renewed for the area to successfully host new IRONMAN events; and

WHEREAS, the County has entered into Host Venue Agreements with WTC under which the County will host IRONMAN races for through 2025 ("IRONMAN Contracts"), copies of which are attached hereto as Exhibits "A, B and C", and under which Washington County will host the IRONMAN World Championship – St. George (May 2022), the IRONMAN 70.3 World Championship (Oct. 2022), the IRONMAN 70.3 North American Championship (May, 2023 and 2025), and the IRONMAN North American Championship (May 2024) (each individually referred to as an "Event" or collectively as "Annual Event"); and

WHEREAS, in addition to the IRONMAN Contract, Washington County has been selected to host the IRONMAN 70.3 World Championship and has entered into a Host Venue Agreement ("World Championship Contract"), a copy of which is attached hereto as Exhibit "B", and under which Washington County will host the IRONMAN 70.3 World Championship – St. George (2021) (referred to as an "Event" or the "World Championship Event"); and

WHEREAS, The Utah Interlocal-Cooperation Act, Utah Code Annotated Sections 11-13-101 et seq. (1953, as amended), permits local public agencies, including counties and cities, to make the most efficient use of their powers through cooperating with other public agencies; and

WHEREAS, due to the large positive economic impact that will come to the City and its residents by having the IRONMAN events conducted in and around the City, the City is willing to assist the County in fulfilling some of the County's responsibilities under the IRONMAN Contract and the World Championship Contract.

THEREFORE, the Participants agree as follows:

REQUIREMENTS OF THE COUNTY UNDER THE IRONMAN CONTRACTS
THAT SHALL BE PROVIDED BY THE CITY

Section 1. The City shall provide the following to the County at no expense to the County (except as provided in Section 3), during each year of the term of the IRONMAN Contracts:

(a) **Planning and Coordination.** Coordinate the use and permitting of needed and available City facilities, roads, easements and volunteer recruitment for all race sites in Hurricane City to include: race course, aid stations, concessions, parking, VIP hospitality, spectator viewing, transportation and municipal services.

(b) **Venues/Facilities**. The City will provide venues and facilities in a similar manner, location, and quantity as the City has historically provided. The Parties acknowledge that adjustments to the course may be needed from year to year based on new growth and development in the area. Any adjustments will be discussed and approved by the Parties well in advance of the annual event. Certain facilities and personal property listed herein will be required from the Tuesday before to the Tuesday immediately following each Race. The County shall identify all facilities and personal property listed herein needed for an Event, and the dates needed, no later than 60 days prior to an Event.

SERVICES

Section 2. With respect to each Event and as coordinated by WTC's Race Director, the City shall facilitate, assist, and contribute services for the following support services as needed within the City:

(a) **Police, Emergency and Other Municipal Services within the City.** Provide and/or arrange for the provision of costs for police and municipal services within the City necessary to plan and conduct the Events, including police, traffic operations, community awareness, waste management, and electrical services. The City shall ensure that police will command and ensure all emergency services (police, fire, and ambulance) needed to maintain public safety.

(b) **Traffic Control Devices and Services.** The City shall provide (or cause to be provided) diagrams and/or plans to assist with the placement of traffic devices within the City. The City shall have no obligation to provide traffic control devices, cones, message boards, etc.

(c) **Community Awareness**. The City shall provide community notifications via flyers, email, city newsletters, with utility bills, etc. (provided in a reasonable time before the Event) to all potentially affected persons and third parties within the city, informing them of planned street closures and Event schedules. The City shall also assist in determining needs and facilitating placement of message boards on roadways as coordinated by IRONMAN operations or its assigned contractors.

(c) **Waste Management Services.** The City shall ensure that the Venue is clean and well-kept at all times. Adjustments will be put in place according to the needs of WTC. The City shall provide (or cause to be provided) recycle containers, garbage units, large units for disposal, transportation, and manpower.

REIMBURSEMENT

Section 3. The City shall receive reimbursement from IRONMAN and/or the County for all race day overtime costs for police and municipal services necessary to conduct the portion of the event that is within the boundary of the City, including police, traffic operations, traffic control devices (cones, barricades, ~~VMS~~and VMS boards), community awareness, waste management, electrical services, and parking. The City shall coordinate police and service employee schedules in a cost-effective way during race week to provide for the least amount of overtime hours possible during race day.

TERM

Section 4. This Agreement shall become effective on the date that both Participants have duly executed the Agreement and will continue in effect until thirty (30) days after the 2025 Event, unless otherwise agreed to in writing by the parties.

COMPLIANCE

Section 5. The City shall agree to the following items in order to comply with the terms of the IRONMAN Contract and the World Championship Contract:

(a) **Intellectual Property of WTC.** The City shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark, the 70.3® mark, and the design mark known as the "M-DOT." The City shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.

(b) **No Construction; Street Cleaning**. Unless reasonably required and unavoidable, the City shall not begin and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event. The City shall be responsible for sweeping and cleaning up all Venue areas prior to and after each Event.

(c) **Venue & Race Course Exclusivity; Condition of Race Course**. The City shall provide WTC with exclusive use of agreed upon locations (as necessary for conducting the Event) within the Venue for purposes of staging and conducting the Race, the transition areas and infrastructure, the Expo, and all other aspects of the Event. The City shall ensure that, as necessary to conduct the Races, the Race course route (i.e., the roads, waterways, and other public spaces actually used for the Race) is closed to the public during the Race and for a reasonable period before and after the Race, and, subject to reasonable exceptions, is made exclusively available to WTC during such periods. The City shall ensure that all Race routes within the Venue are in good condition during the Event.

EXCLUSIVITY

Section 6.

(a) **Use of Racecourse and Event-Related Areas.** Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the "Event Period"), the City shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:

(i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event having a distance longer than an "Olympic" distance triathlon;
(ii) include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services that has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices;
(iii) occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
(iv) in any way jeopardize or adversely impact Event production or operations;
(v) infringe on any WTC intellectual property rights; or
(vi) include or constitute Ambush Marketing (as defined in Section 7 or otherwise promote themselves as purportedly being part of or in connection with the Event).

(b) **Advertising Other Triathlon Companies or Long-Distance Triathlons.** Unless otherwise pre-approved, in writing, by WTC (which approval may be granted or denied in WTC's sole discretion), during the Term and except as set forth in this Section, the City shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to International Triathlon Union (ITU), Revloution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns)(the "Ironman Competitors"), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

Notwithstanding the foregoing, the City may permit its website to display marketing, promotion, advertisement, reference, and/or otherwise associate with, BBSC Endurance Sports ("BBSC"), provided however, that the City may not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (A) any BBSC event(s) if such BBSC event(s) features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (B) BBSC if BBSC or any of BBSC's events are acquired by and/or operated by any Ironman Competitor.

(c) **Non-Competition.** During the Term and the eighteen (18)-month period thereafter, the City shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon located, in whole or in part, within the Venue if such event features any race distance longer than that of an "Olympic" distance triathlon (as

such distance is defined by the International Triathlon Union). Notwithstanding the foregoing, the City may support and promote existing events such as BBSC Endurance Sports triathlon races. However, the City may not support and promote any such events that feature any race distance longer than that of an "Olympic" distance triathlon, or if such events are acquired by and/or operated by any IRONMAN Competitor.

AMBUSH MARKETING

Section 7.

(a) "Ambush Marketing" means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.

(b) The City shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent the City is prohibited by law from doing so, the City shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:

(i) Causing its employees and agents to promptly report, to WTC and the proper City or County authorities, any marketing or activity reasonably appearing to be Ambush Marketing;

(ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the City's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);

(iii) Using, invoking, and applying the City's powers to protect all trademarks and copyrights associated with the Event;

(iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;

(v) As allowed by law, causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by the City or, if applicable, law enforcement personnel; and

(vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

INDEMNIFICATION

Section 8.

(a) Each Participant agrees to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence while acting within the scope of their authority, and agree to be liable for any damages resulting from said negligence to the extent permitted by law. Each Participant shall indemnify, defend and hold the other Participant and its officers, employees, and/or agents harmless from any and all claims, costs, liabilities, judgments, expenses or damages arising out of any negligent and/or act of malfeasance by the other party, its officers, employees, and/or agents.

(b) Nothing contained herein shall be construed as consent by either of the Participants to be sued by third-parties in any manner arising from this Agreement, or as a waiver of sovereign immunity as to any Participant.

GENERAL PROVISIONS

Section 9.

(a) **Interlocal Agreement to be Kept on File**. Each Participant will file this Agreement with its keeper of records.

(b) Approval. This Agreement shall be approved by each party, pursuant to the requirements of the Interlocal Cooperation Act.

(c) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to the requirements of the Interlocal Cooperation Act.

(d) Costs. Unless otherwise stated in this Agreement, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No Interlocal Entity. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the duly assigned employees of the Participants, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party

(f) Participants Status. Each Participant represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(g) Termination of Agreement. This Agreement shall be in full force and effect and be legally binding upon the Participants only after its approval and execution by the governing bodies of each of the Participants. This Agreement shall automatically terminate if and when the Ironman Contract is terminated prior to the fulfillment of its term. Furthermore, the Participants by mutual consent may terminate the Agreement at any time after all contractual obligations and debts relating to this Agreement have been fulfilled and retired.

(h) Counterparts. This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. The Participants agree that they will execute all instruments, documents, and resolutions or ordinances necessary to give effect to the terms of the Agreement.

(i) Entire Contract. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Participants relating to the subject matter hereof and constitutes the entire contract between the Participants.

(j) Amendment. This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each Participant after adoption of a resolution by the governing body of each participant approving the modification or amendment.

(k) Dispute Resolution. The Participants to this Agreement are governmental entities working together for mutual advantage. In the event a dispute arises with respect to this Agreement, the Participants agree to first submit the matter to non-binding mediation.

(l) Governing Law. This Agreement shall be governed by the laws of the State of Utah.

SIGNATURE BLOCK

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their duly authorized representatives as of the Date first written above.

WASHINGTON COUNTY	CITY OF HURRICANE
_____	By: _____
Victor Iverson, Chair Washington County Commission	Title: _____
Attest:	Attest:
_____	_____
Susan Lewis Washington County Clerk-Auditor	
Date: _____	Date: _____

Approved as to form and compatible with State law:

_____	_____
Deputy Washington County Attorney	City Attorney

IRONMAN®
ST. GEORGE UTAH
NORTH AMERICAN CHAMPIONSHIP

HOST VENUE AGREEMENT

ST. GEORGE, UTAH (2020-2024)

This Host Venue Agreement (this "Agreement") is made as of May 3, 2019 (the "Effective Date") by and between:

(i) **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"); and

(ii) **WASHINGTON COUNTY,** a political subdivision of the State of Utah ("Host").

WTC and Host are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. WTC and its subsidiaries own and operate a global portfolio of IRONMAN® and IRONMAN® 70.3®-branded triathlon events.

B. Subject to the terms of this Agreement, Host desires to have WTC conduct in and around St. George, Utah (the "Venue"), and WTC desires to conduct in and around the Venue, the IRONMAN® North American Championship triathlon race in years 2020 and 2023 and the IRONMAN® 70.3® North American Championship triathlon race in years 2021, 2022, and 2024.

C. In consideration of WTC selecting the Venue as the site for the Events (as defined in Section 1) and providing the Host Sponsorship Benefits (as defined in Section 5), Host desires, subject to the terms of this Agreement, to provide the Host Support Services (as defined in Section 4) and to make certain payments, and grant certain rights, to WTC.

D. The Parties further acknowledge that:

(1) The content of the following recitals is qualified by the terms and conditions of the Agreement;

(2) As the IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP each 70.3 Event (as defined in Section 1) will be positioned as one of the premier races on the IRONMAN 70.3 circuit;

(3) As the IRONMAN® NORTH AMERICAN CHAMPIONSHIP each 140.6 Event (as defined in Section 1) will be positioned as one of the premier races on the IRONMAN circuit;

(4) The Events are a key component for the Parties in building and promoting their respective brands;

(5) The Parties have already committed and will continue to commit significant resources toward the Events;

(6) Each Party wishes to gain a return on its investment by making the most of the assets it has developed and the marketing and promotional opportunities available;

(7) The Parties each have a responsibility and desire to build and protect their respective brands;

(8) Event marketing is a key component in the marketing strategy of Host, and Host has a responsibility to utilize the Event to market and promote the area as a destination;

(9) Host has a responsibility to respect and promote the IRONMAN® and IRONMAN® 70.3® brands and to honor the Trademark Standards and Usage Guidelines set forth in Exhibit D of the Agreement;

(10) The Parties may have certain agreements and obligations (in addition to the Agreement), which must be fulfilled and which may place restrictions on what types of media and promotion can be utilized;

(11) The use of photos, video, public relations, social media, and mass media will benefit both Parties by building the image, enthusiasm, awareness and success of the Event; and

(12) Participation in the Events by premier athletes will generate excitement, create competitive Events, and will increase exposure for the Events and the Venue.

AGREEMENT

The Parties agree as follows:

1. **North American Championship Events.** Subject to the terms of this Agreement:

(a) Authorization; Ownership. Host authorizes WTC to prepare and conduct the 140.6 Events and the 70.3 Events (as such terms are defined below) (each, an "Event" and collectively, the Events") in and around the Venue in years 2020, 2021, 2022, 2023, and 2024 (each, a "Race Year" and collectively, the "Race Years"). WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race (as defined below).

(b) North American Championship Races.

(i) IRONMAN® 70.3® - 70.3 Events. **With respect to the 2021, 2022, and 2024 Race Years,** WTC shall be responsible for operating, in and around the Venue, an IRONMAN® 70.3®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2 mile swim, 56 mile bicycle ride, and 13.1 mile run) (the "70.3 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 70.3 Race and any additional races added under Section 1(f), a "70.3 Event").

(ii) IRONMAN® - 140.6 Events. **With respect to the 2020 and 2023 Race Years,** WTC shall be responsible for operating, in and around the Venue, an IRONMAN® -branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 2.4 mile swim, 112

mile bicycle ride, and 26.2 mile run) (the "140.6 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 140.6 Race and any additional races added under Section 1(f), a "140.6 Event").

(c) Event Names.

(i) General. When referring to any Event, Host shall (and shall use reasonable efforts to cause relevant third parties to) at all times use such official name of the Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).

(ii) 70.3 Events. The official name of each 70.3 Event will be IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE. WTC may elect to add the name of a "title" sponsor or "presenting" sponsor to the official name of the 70.3 Event (e.g., "[*Title Sponsor*] IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE, presented by [*Presenting Sponsor*]").

(iii) 140.6 Events. The official name of each 140.6 Event will be IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE. WTC may elect to add the name of a "title" sponsor or "presenting" sponsor to the official name of the 140.6 Event (e.g., "[*Title Sponsor*] IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE, presented by [*Presenting Sponsor*]").

(d) Race Dates. Subject to the terms of this Agreement and unless otherwise mutually agreed upon in writing by the Parties, the 70.3 Races and the 140.6 Races (each, a "Race and collectively, the "Races") will, as applicable for the Race Year, be held annually on the following dates (the "Race Dates"):

IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE	
Race Year	70.3 Race Date
2021	May 1, 2021
2022	May 7, 2022
2024	May 4, 2024

IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE	
Race Year	140.6 Race Date
2020	May 2, 2020
2023	May 6, 2023

(e) Event Changes. WTC may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.

(f) Additional Races. WTC shall have the option to conduct, as part of the Events and during the Event Period (as defined in Section 8), ancillary races in connection with the Event (e.g., IRONKIDS® and/or IRON GIRL® triathlon, duathlon, or run). WTC may create additional, race-specific logos for any such ancillary races conducted, and such

logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit E) under this Agreement.

2. **Term of Agreement.**

(a) This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2024 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").

(b) During the first three (3) months of 2024, the Parties shall discuss in good faith whether they desire to renew this Agreement beyond the Term (the "Renewal Period"). The Parties agree to decide by March 31, 2024 (the "Decision Date") whether or not to extend the Agreement for the Renewal Period, which decision must include whether or not the Parties desire for (i) future IRONMAN® 70.3®-branded events taking place at the Venue to be designated as the IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP and (ii) future IRONMAN®-branded events taking place at the Venue to be designated as the IRONMAN® NORTH AMERICAN CHAMPIONSHIP. If, prior to the Decision Date, the Parties mutually agree to terms for a Renewal Period then the Parties shall, prior to or on the Decision Date, execute a memo of understanding indicating the parameters of such Renewal Period. Such mutually agreed upon Renewal Period, if any, will be effective only if set forth in a separate, definitive written agreement signed by the Parties. Nothing in this subsection (b) creates any obligation on either Party to renew this Agreement, to extend the Term, or to enter into any other agreement.

3. **Financial Matters.**

(a) Annual Payments to WTC. With respect to each Event, Host shall, under the terms of Exhibit A, pay WTC (or cause the Utah Sports Commission to pay WTC) the amounts stated in Exhibit A (each, an "Annual Payment").

(b) Sponsorship & Expo Vendor Referrals; Revenue Share.

(i) *Sponsorship & Expo Vendor Referrals*. Host shall not grant or sell sponsorships, official designations, Expo space, or any other rights at or in connection with the Event to any third parties. With respect to each Event, Host shall have the right to refer to WTC reputable third-party Event-specific sponsors and Expo vendors (collectively, "Host-Referred Third-Party Sponsorships"), provided, however, that:

(A) Host shall focus on referring sponsors/Expo vendors in non-endemic categories from local, statewide, and regional companies and organizations;

(B) Host shall not refer sponsors/Expo vendors to WTC if such sponsors/Expo vendors sell products and/or services that fall within any of the categories set forth in Exhibit E (collectively, the "Restricted Sponsorship Categories"). If Host refers a sponsor/Expo vendor that falls within any of the Restricted Sponsorship Categories then Host shall not receive the Host Revenue Share (as defined below) with respect to such sponsor/Expo vendor. Due to occasional changes to the Restricted

Sponsorship Categories, WTC reserves the right to update the Restricted Sponsorship Categories, at any time and from time to time. Upon Host's request, WTC shall provide to Host the then-applicable list of Restricted Sponsorship Categories;

(C) Host shall not communicate any Event sponsorship or Expo vendor opportunity to any potential sponsor or vendor unless such specific sponsor/Expo vendor has been pre-approved in writing by WTC;

(D) WTC reserves the right, in WTC's sole and absolute discretion, to reject any proposed sponsorship, sponsor, or Expo vendor including, without limitation, those referred by Host; and

(E) Host shall use best efforts to prevent third parties from purporting to be a sponsor or Expo vendor of the Event unless such party is a party to a Sponsorship and/or Expo Vendor Agreement (as defined below). Host does not have the authority to legally bind WTC, and Host shall not represent to any third party that Host has such authority. Any Host-Referred Third-Party Sponsorships will be valid only if in a written agreement signed by both WTC and the sponsor/Expo vendor party (a "Sponsorship and/or Expo Vendor Agreement").

(ii) *Host Revenue Share*. If, during the period between the Effective Date and the final Event, WTC enters into a Sponsorship and/or Expo Vendor Agreement (specifically with respect to any Event) with a third-party sponsor or Expo vendor for a Host-Referred Third-Party Sponsorship where such sponsor or Expo vendor was referred to WTC by Host and was pre-approved by WTC in accordance with this Agreement, WTC shall pay to Host an amount equal to fifteen percent (15%) of the Net Proceeds (as defined below) (such amount referred to as the "Host Revenue Share").

(A) "Net Proceeds" means, net of applicable taxes, ninety percent (90%) of the total cash actually received and retained by WTC from the applicable Host-Referred Third-Party Sponsorship (it being acknowledged by the Parties that such reduction by ten percent (10%) is for purposes of covering WTC's expected costs to activate and implement the benefits for such Host-Referred Third-Party Sponsorship.

(B) *Based Only on Cash Proceeds*. For the avoidance of doubt: Net Proceeds (1) will be based only on such cash proceeds to WTC from sponsorship sales and Expo fees from the Host-Referred Third-Party Sponsorship that are specific to the Event and (2) will not include the value of any in-kind contributions or budget-relieving or other services provided by the sponsor or any other party, except as may be approved in writing by WTC.

(C) *Origination*. Host will be deemed to have referred an Event-specific sponsor or Expo vendor to WTC if, in good faith, Host provides such sponsor/Expo vendor's name and contact information to WTC in writing, and, prior to such notice to WTC by Host, WTC is neither doing business nor has any contract with such sponsor/Expo vendor (or any of its

subsidiaries or affiliates), nor communicated, during the then prior 27 month period, with such sponsor/Expo vendor (or any of its subsidiaries or affiliates) regarding the possibility of doing business or entering into any contract with WTC (or any of its subsidiaries or affiliates).

(D) *Other Events*. For avoidance of doubt: Host has no right to receive the Host Revenue Share (or any other commission or fee) in connection with any event(s) (other than the Event), regardless of whether Host referred to WTC a third-party sponsor/Expo vendor for such other event(s).

(c) Taxes. All amounts payable to WTC by Host under this Agreement will exclude any applicable taxes, which shall be paid by Host.

(d) Entry Fees; Other Revenues. Except as may be otherwise expressly specified in this Agreement, WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP, Expo booth sales, product licenses, and photograph sales.

(e) Costs. To the extent Host does not timely provide any portion of the Host Support Services (as defined below), then, upon written request from WTC, Host shall, within thirty (30) days after delivery of such notice to Host, reimburse WTC to the extent WTC incurs, or will incur, any costs to obtain or provide any such Host Support Services not provided by Host. Such right of reimbursement does not limit WTC's remedies with respect to Host failing to provide any of the Host Support Services.

4. **Certain Obligations of Host.**

(a) Host Support Services. Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit B (collectively, the "Host Support Services") for each Event. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.

(b) Compliance with Law. In connection with each Event and Host's performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.

(c) Operational Aspects. In order to facilitate proper and timely planning, implementing, and conducting of each Event by WTC, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from WTC or any third party designated by WTC.

(d) Intellectual Property of WTC. Except with respect to the Event Logo (the use of which by Host being subject to Section 10), Host shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark, the 70.3® mark, and the design mark known as the "M-DOT." Host

shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.

(e) Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.

(f) Representations. Host covenants that each of the representations and warranties made by Host in Section 9 will be true and complete at all times during the Term.

5. **Certain Obligations of WTC.**

(a) Host Sponsorship Benefits. WTC shall provide to Host (or, as the case may be, shall provide for Host's benefit and/or the benefit of the Event), the sponsorship benefits and other items set forth in Exhibit C (collectively, the "Host Sponsorship Benefits"). Unless otherwise expressly agreed to in this Agreement, the cost of any and all activation materials (e.g., including, without limitation, any signage, banners, boards, branding, etc.) required or necessary in connection with the Host Sponsorship Benefits, including without limitation any costs in connection with the design, production, and/or delivery thereof, are the sole responsibility of Host.

(b) Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers), training of personnel (including volunteers), Race manuals/programs, Race Course route determination and design, Race Course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, facility decoration, and all other technical and operational aspects of the Races. For the avoidance of doubt: WTC may require that the Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.

(c) Expo. WTC shall provide for a multi-day vendor exposition at the Event (the "Expo"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or its designee) may sell official IRONMAN-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.

(d) Website; Media; Broadcasts. WTC shall provide and maintain the official website that markets the Events (the "Event Website"), including a live global streaming webcast of the Races with stationary cameras at both transition areas and the finish line where possible based on Internet bandwidth. WTC shall retain the rights to all imagery and audiovisual works in connection with the Events, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and, except as expressly set forth in this Agreement, will not

be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.

(e) WTC to Facilitate Donations.

(i) Annual Donations.

(A) In connection with each 140.6 Event that takes place during the Term (*i.e.*, the 2020 and 2023 Events), WTC shall donate, or cause to be donated, a minimum of $50,000.00 to one or more local not-for-profit organizations in the Washington County, Utah area (the "140.6 Event Donations").

(B) In connection with each 70.3 Event that takes place during the Term (*i.e.*, the 2021, 2022, and 2024 Events), WTC shall donate, or cause to be donated, a minimum of **$25,000.00** to one or more local not-for-profit organizations in the Washington County, Utah area (the "70.3 Event Donations" and together with the 140.6 Event Donations, the "Annual Donations").

(ii) Acknowledgments. Notwithstanding the foregoing, the Parties acknowledge that if WTC obtains permission from the Foundation (as defined below) then WTC shall have the option to have all or part of the Annual Donations be made instead by The Ironman Foundation Inc., a Florida not-for-profit corporation (the "Foundation"). The Parties further acknowledge that if the Foundation so elects to make the Annual Donations then all terms and conditions (e.g., distribution allocation, recipients, etc.) of the Annual Donations shall be determined by the Foundation (and in the sole and absolute discretion of the Foundation's Board of Directors). The Parties further acknowledge that the Foundation is not owned or controlled by WTC.

(f) Ancillary & Pre-Race Activities. WTC shall permit Host to, with WTC's prior written approval, conduct ancillary activities focused on the pro athletes, such as press conferences, charity visits, luncheons, clinics, and photo shoots. WTC shall permit Host to, with WTC's prior written approval, host and market pre-Race activities, such as a charity golf tournament, kids activities, a fitness festival, an awards after-party in Town Square, and/or a pasta dinner, to increase local and regional participation, in each case provided that such activities do not complete with the Events.

(g) Concessions. WTC shall provide to Host the non-exclusive right to provide food and beverage concessions at all Event locations and Host shall retain all revenue from such food and beverages sold by Host. Notwithstanding the foregoing, Host acknowledges that WTC has, and in the future may have additional, food and beverage partners (the "F&B" Partners") and that such F&B Partners may, at no additional cost to the F&B Partners, sell, sample, and distribute their products at all Event locations.

(h) Professional Prize Purses.

(i) 70.3 Events. WTC shall provide a prize purse of **$75,000.00** for professional triathletes competing in the 70.3 Races (or other prize amount similar to other IRONMAN 70.3-branded regional championships).

(ii) 140.6 Events. WTC shall provide a prize purse of **$150,000.00** for professional triathletes competing in the 140.6 Races (or other prize amount similar to other IRONMAN®-branded regional championships).

(i) World Championship Entries.

(i) 70.3 Events.

(A) Age-Group Slots. With respect to certain eligible top age-group finishers of the 70.3 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN 70.3 World Championship ("Ironman 70.3 Age-Group Championship Slots"). The number of Ironman 70.3 Age-Group Championship Slots applicable to each 70.3 Race will be determined by WTC in its sole discretion and may change each year.

(B) Pro Slots. With respect to certain eligible top professional finishers of the 70.3 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN 70.3 World Championship ("Ironman 70.3 Pro Championship Slots"). The number of Ironman 70.3 Pro Championship Slots applicable to each 70.3 Race will be **four (4).**

(ii) 140.6 Events.

(A) Age-Group Slots. With respect to certain eligible top age-group finishers of the 140.6 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN World Championship ("Kona Age-Group Championship Slots"). The number of Kona Age-Group Championship Slots applicable to each 140.6 Race will be determined by WTC in its sole discretion and may change each year.

(B) Pro Slots. With respect to certain eligible top professional finishers of the 140.6 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN World Championship ("Kona Pro Championship Slots"). The number of Kona Pro Championship Slots applicable to the 2020 140.6 Race will be **six (6)**. The number of Kona Pro Championship Slots applicable to the 2023 140.6 Race will be determined by WTC in its sole discretion.

(j) Compliance with Law. In connection with the Event and WTC's performance of its obligations under this Agreement, WTC shall comply with all applicable laws, rules, and regulations.

(k) Information Updates. WTC shall, upon request from Host, promptly inform Host as to the status of the performance of WTC's obligations hereunder, including without limitation regarding the Host Sponsorship Benefits.

6. **Official Announcements; Promotions by Host.**

(a) Host Website. Host, on its website, shall prominently advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall prominently display a link, on its website, to the Event Website.

(b) Announcements. Host shall use reasonable efforts to consult with WTC's authorized public relations representative prior to issuing or approving any public announcements with respect to the Event, except that no such consultation will be required to the extent such announcements are required of Host as part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:

(i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access); and

(ii) include only information in the public domain.

Upon Host's request, WTC shall provide to Host the name and contact information of such WTC authorized public relations representative.

(c) Other Matters. Host shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event or the marketing thereof.

7. **Ambush Marketing.**

(a) "Ambush Marketing" means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.

(b) Host shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:

(i) Causing its employees and agents to promptly report, to WTC and the proper Host authorities, any marketing or activity reasonably appearing to be Ambush Marketing;

(ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);

(iii) Using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;

(iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;

(v) Causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by Host or, if applicable, law enforcement personnel; and

(vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

8. **Exclusivity.**

(a) Use of Racecourse and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the "Event Period"), Host shall not, unless otherwise mutually agreed upon by the Parties, produce, conduct, host, or permit any sporting event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period festivals and community events (e.g., Washington City Cotton Days, etc.) may take place but only if such events do not do or include any of the following:

(i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
(ii) include any sports-related vendor exposition, tradeshow, and/or the selling of any sports merchandise;
(iii) occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
(iv) in any way jeopardize or adversely impact Event production or operations;
(v) infringe on any WTC intellectual property rights; or
(vi) include or constitute Ambush Marketing (as defined in Section 7(a)) or otherwise promote themselves as purportedly being part of or in connection with the Event).

(b) Advertising Other Triathlon Companies or Long-Distance Triathlons.

(i) Unless otherwise pre-approved, in writing, by WTC (which approval may be granted or denied in WTC's sole discretion), during the Term and except as set forth below in Section 8(b)(ii), Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to International Triathlon Union (ITU), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns) (the "Ironman Competitors"), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance

longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

(ii) Notwithstanding the foregoing, Host may permit its website to display marketing, promotion, advertisement, reference, and/or otherwise associate with, BBSC Endurance Sports ("BBSC"), provided, however, that Host may not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (A) any BBSC event(s) if such BBSC event(s) features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (B) BBSC if BBSC or any of BBSC's events are acquired by and/or operated by any Ironman Competitor.

(c) Non-Competition. During the Term and the eighteen (18)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon located, in whole or in part, within the Venue if such event features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union).

9. **Representations and Warranties of Host.** Host represents and warrants that:

(a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms herein;

(b) This Agreement is a legal, valid, and binding obligation of Host, enforceable against it in accordance with its terms; and

(c) Neither the execution, delivery, nor performance of this Agreement by Host violates or will violate or cause a breach of any other agreement or obligation to which it is a party or to which it is bound, and, except with respect to any applicable Approvals & Permits and/or other similar inter-government agreements, no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by Host.

10. **Limited License to Use the Event Logo.**

(a) Grant of Limited Rights. Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit D) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit D. Notwithstanding the foregoing and subject in each instance to WTC's prior written approval, which approval may be granted or denied in WTC's sole discretion, Host may permit participating cities and/or state parks to use the Event Logos in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events.

(b) No Use on Products. Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.

(c) Ownership; Goodwill. Host acknowledges that WTC is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of WTC's other trademarks or other intellectual property, or any mark with the word "IRON," or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of WTC used in connection with this Agreement or any Event, enures solely to the benefit of WTC.

11. **Indemnification; General Limitation of Liability; Liquidated Damages.**

(a) Each Party shall indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; or (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: WTC'S TOTAL MAXIMUM LIABILITY FOR ANY AND ALL LOSSES, INJURY, OR DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE) AND FOR ANY OTHER CLAIM, WILL BE LIMITED TO THE AMOUNT OF ANNUAL PAYMENTS (AS DEFINED HEREIN) BY HOST, UNDER THE TERMS OF THIS AGREEMENT, THAT ARE RECEIVED AND RETAINED BY WTC DURING THE THEN PRECEDING 24-MONTH PERIOD. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH WTC MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

(c) The Parties acknowledge that the goodwill inherent in the IRONMAN® and IRONMAN® 70.3® brands and the Event Logo arises and is maintained, in large part, by each and every IRONMAN® and IRONMAN® 70.3® event worldwide, including the Events, being conducted as scheduled. Notwithstanding anything herein to the contrary, the Parties acknowledge that Host's failure or inability to host and support any Event as scheduled, absent a Force Majeure Event (as defined in Section 14), will cause WTC irreparable harm,

and that damages will be an insufficient and wholly inadequate remedy as a result of such a breach. If Host breaches this Agreement and such breach directly results in any Event not taking place when and as contemplated by this Agreement, Host shall, in addition to the Annual Payment for such Event, pay WTC, within thirty (30) days after receiving written demand from WTC, the amount of (i) $300,000.00 (USD) for any 70.3 Event and (ii) $500,000.00 (USD) for any 140.6 Event . The Parties intend that the Liquidated Damages are to provide for compensation for a portion of the damages suffered by WTC (e.g., Event relocation expenses, athlete travel expenses, and damage to WTC's reputation), are not intended as a penalty and that the stipulated amount is far less than the actual damages and consequential damages that would result from such a breach by Host.

(d) This Section 11 will survive the expiration or termination of this Agreement for any reason.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars ($2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars ($5,000,000.00) in aggregate. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

13. **Termination.**

(a) Subject to Section 13(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.

(b) Notwithstanding anything to the contrary herein, WTC may immediately terminate this Agreement:

(i) at any time if WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Exhibit B); (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors; or

(ii) if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or

(iii) if Host causes, engages in, or permits any Ambush Marketing.

(c) Effects of Termination.

(i) Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.

(ii) If this Agreement is terminated by WTC under the terms of Section 13(a) or Section 13(b)(ii), all unpaid Annual Payment amounts will be immediately due and payable to WTC.

(iii) Except as provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.

14. **Force Majeure.**

(a) In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("Force Majeure Event"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

(b) If a Force Majeure Event causes an Event to be cancelled and such Event cannot reasonably be rescheduled or relocated within the Venue then the total amount of the Annual Payment payable by Host will be reduced as follows, depending on when cancellation is announced to the general public:

Number of Days before the Race that the Event Cancellation (due to Force Majeure) is Announced	***Annual Payment to be reduced by:***
More than 60 days	50%
7 to 60 days	25%
Less than 7 days	12.5%

For example: If cancellation of the 2020 Event (due to a Force Majeure Event) is announced 61 days before the Race, then the Annual Payment will instead be $175,000 (i.e., $350,000 reduced by 50%).

15. **Confidentiality.**

(a) Subject to applicable laws, during the Term and the 36-month period thereafter, each Party (the "Receiving Party") shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, any documents and/or materials labeled "confidential", any trade secrets, or any proprietary information owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, "Confidential Information").

(b) "Confidential Information" does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party's breach of any obligation owed to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by the prior written consent of the disclosing Party; (iv) became known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) was independently developed by the Receiving Party without breach of this Agreement.

(c) The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.

(d) The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, provided, however, that the Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees.

(e) The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.

(f) If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

16. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of WTC, provided, however, that WTC hereby consents to any and all assignments and delegations that Host will from time to time make as necessary for purposes of providing the Host Support Services (e.g., inter-government agreements for municipal services, obtaining Approvals & Permits, etc.). Any purported assignment or delegation in violation of this Section is

void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

18. **Jurisdiction and Dispute Resolution.**

(a) Governing Law. Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either the United States District Court, Middle District of Florida, Tampa Division, or a Florida state court located in Hillsborough County, Florida (each, a "Tampa Court").

(b) Arbitration. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement ("Dispute"), and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree to settle the Dispute by arbitration administered by the American Arbitration Association ("AAA") whereby such Dispute shall be referred to a sole arbitrator selected by the Parties, or, if the parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Florida Arbitration Code. The venue of any such arbitration shall be solely in Tampa, Florida. Judgment on the award rendered by the arbitrator may be entered solely in a Tampa Court. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

(c) Enforcement. If either Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.

(d) Arbitration Charges. Each Party shall initially bear an equal share of the arbitrator's compensation and administrative charges of the arbitration and shall make deposits with

the AAA of its share of the amounts requested by the AAA. Failure or refusal by a Party to timely pay its share of the deposits for the arbitrator(s)' compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the arbitrator of a Party's failure to pay its share of the deposits for the arbitrator's compensation and administrative charges for the purpose of implementing this provision will not be deemed to affect the arbitrator(s)' impartiality or ability to proceed with the arbitration.

(e) General. The requirement for arbitration will not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect on the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in any Tampa Court. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to arbitrate.

19. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

20. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to Host:

WASHINGTON COUNTY
TOURISM OFFICE
20 N. Main Street #105
St. George, UT 84770
Attention: Kevin Lewis, Director
Email: Kevin.Lewis@washco.utah.gov

(Or to such other address as Host furnishes to WTC in writing in accordance with this Section)

If to WTC:

WORLD TRIATHLON CORPORATION
3407 W. Dr. Martin Luther King Jr. Blvd, Suite 100
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@ironman.com

(Or to such other address as WTC furnishes to Host in writing in accordance with this Section)

21. **Enforcement of Agreement.** Host hereby agrees to waive all defenses, if any, to enforcement of this Agreement that Host might otherwise have under the doctrine of sovereign immunity (or similar doctrine) in connection with any law, regulation, ordinance, decree, order, or any other source or authority.

22. **No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

23. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.

24. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in an manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in "portable document format" (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes

[*Signature page directly follows this page*]

The Parties have executed this Agreement to be effective as of the Effective Date.

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO

HOST:

WASHINGTON COUNTY

By: _____
Name: DEAN COX
Title: WASHINGTON COUNTY COMMISSION CHAIR

[*Schedule of Exhibits to this Agreement follows this page*]

SCHEDULE OF EXHIBITS

EXHIBIT A: Annual Payments

EXHIBIT B: Host Support Services

EXHIBIT C: Host Sponsorship Benefits

EXHIBIT D: Trademark Standards & Usage Guidelines

EXHIBIT E: Restricted Sponsorship Categories

[*Exhibits to this Agreement follow this page*]

EXHIBIT A

Annual Payments; Wire Transfer Instructions

With respect to each Event, Host shall, in accordance with the payment schedule and payment instructions set forth below, pay WTC (or shall cause the Utah Sports Commission to pay WTC) the Annual Payments set forth below:

Regarding the Event for Race Year	Annual Payment to be paid to WTC ($USD)	Annual Payment Installment Due Dates	Invoice Details*
2020	$350,000.00	$250,000 due on February 1, 2020	$100,000 to be invoiced to Washington County
			$150,000 to be invoiced to Utah Sports Commission
		$100,000 due on June 1, 2020	$100,000 to be invoiced to Utah Sports Commission
2021	$200,000.00	$150,000 due on February 1, 2021	$100,000 to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2021	$50,000 to be invoiced to Utah Sports Commission
2022	$200,000.00	$150,000 due on February 1, 2022	$100,000 to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2022	$50,000 to be invoiced to Utah Sports Commission
2023	$350,000.00	$250,000 due on February 1, 2023	$100,000 to be invoiced to Washington County
			$150,000 to be invoiced to Utah Sports Commission
		$100,000.00 due on June 1, 2023	$100,000 to be invoiced to Utah Sports Commission
2024	$200,000.00	$150,000 due on February 1, 2024	$100,000 to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2024	$50,000 to be invoiced to Utah Sports Commission

***Host Billing Contact Information:**

Washington County:
Contact Name: Kevin Lewis
Email address: kevin.lewis@washco.utah.gov
Telephone number: 435-986-3384

Utah Sports Commission:
Contact Name: Jeff Robbins
Email address: jrobbins@utahsportscommission.com
Telephone number: (801) 328-2335

Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

Bank Name: Bank of America, NY NY
Routing Number: 026009593
Account Name: World Triathlon Corporation
Account Number: 898052297785
SWIFT Code: BOFAUS3N

EXHIBIT B

Host Support Services

B-1. With respect to each Event and as coordinated by WTC's Race Director, Host shall facilitate, assist, and contribute up to $25,000.00 (based on the fair market value) for the following support services:

(a) **Police & Emergency Services**. Ensure that police will command and ensure all emergency services (police, fire, and ambulance) needed to maintain public safety. Host shall temporarily install (or cause to be installed) a special command post that will bring together all three emergency services (police, fire and ambulance), private security, volunteer security personnel, and communications.

(b) **Medical Professionals and Ambulance Services.** Ensure that ambulances will be distributed strategically at the Venue, transition area, celebration areas, along the Race route, and the Event medical area. A team of medical professionals, including a Medical Director, will coordinate and implement WTC's official medical plan.

(c) **Traffic Control Devices and Services.** Provide all traffic devices, engineering diagrams, and plans to assure maximum road safety in partnership with local and state police services. Host shall provide (or cause to be provided) all variable message boards, barricades, cones for traffic control, special event traffic signage and parking signs, temporary traffic light system, and traffic control vehicles equipped with yellow arrows.

(d) **Community Awareness**. Provide community notifications (provided a reasonable time before the Event) to all potentially affected persons and third parties, informing them of planned street closures and Event schedules.

(e) **Swim Safety**. Host shall install and takedown (or cause to be installed and taken down) the swim course and will provide all lifeguards, crafts, and search and rescue scuba divers needed to assure the highest level of water safety.

(f) **Waste Management Services**. Ensure that the Venue is clean and well-kept at all times. Adjustments will be put in place according to the needs of WTC. Recycle containers, garbage units, large units for disposal, transportation, and manpower will be provided by Host.

(g) **Telephone/Internet Access; Electrical Services and Equipment; Lighting**. Provide to each site where necessary telephone and high-speed internet access to accommodate athlete check-in, exposition, merchandise sales, media center, meeting space, press conference, and race office. Host shall provide (or shall cause to be provided) a special Event electricity system. Power hook-ups will be provided by certified technicians under the applicable construction code and regulations. To the extent lighting is already present at the Venue, Host shall supply (or cause to be supplied) lighting for certain areas such as the transition area, swim, bike, and run courses, medical, and the finish area.

(h) **Parking & Transportation Management**. Provide (or cause to be provided) (i) satellite parking lots outside the operations perimeter with parking lot attendants and (ii) transportation services and transportation for athletes and spectators on Race day.

B-2. With respect to each Event, and at no cost to WTC, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

(a) **Lead Agency; Approvals & Permits**. Host shall serve as the "lead agency" to support the operational activities of the Event, including but not limited to facility and venue acquisition, permitting, police and emergency services acquisition, parking acquisition, communications acquisition, public awareness, and advocacy. To the extent it has the authority, right, power, ability, or legal jurisdiction to do so, Host shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or WTC of this Agreement, including without limitation the conducting of the Event, the Race, and the Expo, closures of roadways, use of loud amplified sound and music by WTC in connection with the Event, and Host's provision of the Host Support Services (collectively, the "Approvals & Permits"). Host shall ensure that, 180 days prior to each Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.).

(b) **Hotel Rooms.** With respect to each 70.3 Event, Host shall provide (or cause to be provided) to WTC **one hundred fifty (150)** complimentary hotel room nights, for WTC staff, at the official host hotel(s) during Event week, plus **ten (10)** complimentary hotel room nights for pre-Event planning meetings during the Race Year. With respect to each 140.6 Event, Host shall provide (or cause to be provided) to WTC **two hundred (200)** complimentary hotel room nights, for WTC staff, at the official host hotel(s) during Event week, plus **fifteen (15)** complimentary hotel room nights for pre-Event planning meetings during the Race Year. All such hotels must be local to the Venue. Host shall also assist WTC with the coordination of local hotels and other entities to facilitate arrangements for local accommodations, travel, and tourist activities.

(c) Concessions. Host shall make arrangements for food and beverage concessions at all Event locations and will retain all revenue from such food and beverage concessions.

(d) **Promotion of the Event**. Host shall, at all times in consultation with WTC, assist with the marketing and promotion of each Event as follows:

(i) *Professional Athletes*. Host shall use reasonable efforts to assist WTC in providing appearance fees, complimentary lodging, and/or other incentives for the purposes of attracting top professional athletes to attend the Event.

(ii) *Installation/Removal*. Host shall install and remove all promotional visuals and light pole banners for each Event.

(iii) *Host Website*. Host shall, on its website(s), prominently advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall prominently display a link, on its website, to the Event Website.

(iv) *Promotional Highlight Videos*. Subject to the terms of this Agreement and certain other restrictions set forth in WTC's then-current television and media agreements (the "Third-Party Media Agreements"), Host may produce (or cause to be produced) pre-race promotional videos and post-race highlight videos to showcase the Event, the participants, and the destination (the "Promotional & Highlight Videos"). Subject to the terms of this Agreement and certain restrictions set forth in any applicable Third-Party

Media Agreements, Host may, upon receiving prior written consent from WTC (which consent may be granted, denied, or revoked in WTC's sole discretion) distribute videos via Host websites, through social media, and at the Event expo via Jumbotron, etc. In producing such Promotional & Highlight Videos, Host shall comply fully with guidelines of WTC's Media and Television departments. With respect to the Promotional & Highlight Videos, Host shall be solely responsible for all costs, including but not limited to production, filming, editing, distribution, and all equipment, cameras, etc.

(v) *Social Media*. Host agrees to make use of its existing assets including websites, graphics, video footage (subject to the terms of this Agreement and the Third-Party Media Agreements), and photography, and shall utilize available personnel and resources to create additional marketing collateral to assist in marketing the Event via social media. In consultation with WTC, Host shall utilize press releases, interaction with Event participants, media interviews and other marketing communications. Host shall work under the supervision of a WTC authorized social media representative to coordinate social media activities and messaging. To ensure timely and effective social media marketing, upon Host's request, WTC shall provide to Host the name and contact info for such WTC authorized social media representative.

(vi) *Press/Media*. In consultation with WTC, Host shall utilize available personnel and resources to assist in public relations efforts with local, regional and national media, by providing press releases, Event data, interviews, photos, video footage (subject to the terms of this Agreement and the Third-Party Media Agreements), and Event information to media outlets/representatives (collectively, the "Press & Media Information"). Host shall use best efforts to consult with a WTC authorized public relations representative prior to any distribution of such Press & Media Information.

(vii) *Other Marketing*. As requested by WTC and from time to time, Host shall assist WTC with other marketing strategies that are mutually agreed upon in writing by WTC and Host.

(e) **No Construction; Street Cleaning**. Unless reasonably required and unavoidable, Host shall not begin and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event. Host shall be responsible (or shall establish inter-local agreements with participating cities and venues to ensure compliance by those entities for the areas under their jurisdiction) for sweeping and cleaning up all Venue areas prior to and after each Event.

(f) **Venue & Race Course Exclusivity; Condition of Race Course**. Host shall provide (or shall establish inter-local agreements with participating entities to provide) WTC with exclusive use of locations (as necessary for conducting the Event) within the Venue for purposes of staging and conducting the Races, the transition areas and infrastructure, the Expo, and all other aspects of the Events. Host shall ensure that, as necessary to conduct the Races, the Race course route (i.e., the roads, waterways, and other public spaces actually used for the Race) is closed to the public during the Races and for a reasonable period before and after the Races, and, subject to reasonable exceptions, is made exclusively available to WTC during such periods. Host shall ensure that all Race Course routes are in good condition during the Event Period. Host shall ensure that all Race routes within the Venue are in good condition during the Events.

(g) **Swim Ingress/Egress; Swim Safety; Water Quality**. Host shall ensure (or shall establish inter-local agreements with participating entities to ensure) that there is adequate ingress/egress for the swim portion of the Races. Host shall ensure a safe swim course with no boat traffic from 5:00am

to 9:30 am on Race day. Host shall provide WTC with a clean water test report the day before each Event is to be held.

(h) **Venues/Facilities**. Host shall provide (or shall establish inter-local agreements with participating entities to provide) certain areas of the St. George Town Square for the Event which shall consist of a large centralized area for run course, finish line, victory celebration area (finish area), athlete recovery area, concessions, parking, VIP hospitality, merchandise sales, spectator viewing, and pre-Race and/or post Event banquets (Dixie Center for 140.6 Events). Tents shall be provided by WTC. The Parties acknowledge that certain facilities will be required from the Tuesday before to the Tuesday immediately following each Race.

(i) **VIP Experience**. Host will work with the WTC to ensure a memorable experience for all Event VIPs.

(j) **Warehouse Space.** For each Event Host shall provide (or shall establish inter-local agreements with participating entities to provide) complimentary storage space (approximately 40,000 sq. ft. of warehouse space for each 70.3 Event and approximately 60,000 sq. ft. of warehouse space for each 140.6 Event) near the Event site to house WTC's Event equipment and supplies (the "Complimentary Storage Space"). The Complimentary Storage Space must be available to be staffed by WTC personnel to accept deliveries. Upon WTC's request Host shall make such Complimentary Storage Space available for WTC's use, provided, however, that WTC's use of the Complimentary Storage Space shall not exceed forty-five (45) days.

* * * * * *

EXHIBIT C

Host Sponsorship Benefits

C-1. With respect to each Event, WTC shall provide to the City of St. George (the "City") the following sponsorship benefits:

(a) **Designation**. The right to designate the City as an "Official Sponsor" of the Event in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to approval by WTC.

(b) **Social Media**. The right to provide City-related content to WTC to be integrated into each Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the City's sponsorship.

(c) **Event-Specific Email Inclusion**. The City may provide City-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the City's logo, with a link to the City's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Hospitality Passes**. Four (4) complimentary sponsor hospitality passes for the Event for use by the City's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(f) **Snow Fencing**. Six hundred feet (600') of City-branded snow fencing, paid for and provided by the City, for placement by WTC at the Venue.

(g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the City's sponsorship of the Event, periodically during the Expo and on Race day at the Venue. The City shall provide the content of such announcements to WTC reasonably in advance.

(h) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(i) **Expo**. The right to use a 10' x 10' space in the Expo at the Event, which Expo space may be used by the City to promote its products and services, provided that the City complies with WTC's Expo rules and regulations.

(j) **Athlete Kit Inserts**. The right to provide City-branded items (such as coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete Race kits, volunteer kits, and media kits at the Event.

(k) **Event Entries**. Two (2) complimentary Race entries for each Event (i.e., to participate as an age-group athlete in the Race) for use by the City's employees or representatives. The City shall provide to WTC the name and email address for each athlete at least sixty (60) days prior to the applicable Race, and inform the athletes of the following requirements: (i) no entry may be sold,

assigned, or otherwise transferred; (ii) WTC will email online registration instructions to the athletes; (iii) each entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for entry in such race in a later year; (iv) athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the entry will be null and void, without any refund right or any other right to compensation or reimbursement; and (v) athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

C-2. With respect to each Event, WTC shall provide to the Washington County Convention & Tourism Office (the "Convention & Tourism Office") the following sponsorship benefits:

(a) **Designation**. The right to designate the Convention & Tourism Office as an "Official Sponsor" of the Event in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to approval by WTC.

(b) **Social Media**. The right to provide Convention & Tourism Office-related content to WTC to be integrated into each Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the Convention & Tourism Office's sponsorship.

(c) **Event-Specific Email Inclusion**. The Convention & Tourism Office may provide Convention & Tourism Office-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the Convention & Tourism Office's logo, with a link to the Convention & Tourism Office's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Hospitality Passes**. Twenty (20) complimentary sponsor hospitality passes for the Event for use by the Convention & Tourism Office's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(f) **Snow Fencing**. Six hundred feet (600') of Convention & Tourism Office-branded snow fencing, paid for and provided by the Convention & Tourism Office, for placement by WTC at the Venue.

(g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the Convention & Tourism Office's sponsorship of the Event, periodically during the Expo and on race day at the Venue. The Tourism Office shall provide the content of such announcements to WTC reasonably in advance.

(h) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(i) **Expo**. The right to use Expo space, provided that the Convention & Tourism Office complies with WTC's Expo rules and regulations. The size of the Tourism Office's Expo booths are as follows: (i) A 10' x 10' space in the Expo for discretionary use; (ii) A 10' x 20' space for sign making; and (iii) A 10' x 10' space for athlete surveys in the registration area at the Events.

(j) **Athlete Kit Inserts**. The right to provide Convention & Tourism Office-branded items (such as

coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete race kits, volunteer kits, and media kits at the Event.

(k) **Finish-Line Arch.** The opportunity to have the Convention & Tourism Office's logos prominently displayed on the finish-line arch at the Event. Two (2) logos (one on each leg) will be placed on the back of the arch directly facing the athletes and spectators.

(l) **Event Entries**. Six (6) complimentary Race entries for each Event (i.e., to participate as an age-group athlete in the Race) for use by the Convention & Tourism Office's employees or representatives. The Convention & Tourism Office shall provide to WTC the name and email address for each athlete at least sixty (60) days prior to the applicable Race, and inform the athletes of the following requirements: (i) no entry may be sold, assigned, or otherwise transferred; (ii) WTC will email online registration instructions to the athletes; (iii) each entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for entry in such race in a later year; (iv) athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the entry will be null and void, without any refund right or any other right to compensation or reimbursement; and (v) athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

C-3. With respect to each Event, WTC shall provide to the Utah Sports Commission (the "Sports Commission") the following sponsorship benefits:

(a) **Designation**. The right to designate the Sports Commission as an "Official Sponsor" of the Event in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to approval by WTC.

(b) **Social Media**. The right to provide Sports Commission-related content to WTC to be integrated into each Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the Sports Commission's sponsorship.

(c) **Event-Specific Email Inclusion**. The Sports Commission may provide Sports Commission-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the Sports Commission's logo, with a link to the Sports Commission's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Banner Ads.** The right to provide Sports Commission-related content for online banner advertisement impressions on the Event-specific website.

(f) **Athlete Guide**. The right to provide Sports Commission-related content for one (1) full page, four-color advertisement in the digital athlete guide distributed pre-race via email, produced by, or on behalf of, WTC for each Event.

(g) **Hospitality Passes**. Four (4) complimentary sponsor hospitality passes for the Event for use by the Sports Commission's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(h) **Snow Fencing**. Six hundred feet (600') of Sports Commission-branded snow fencing, provided by the Sports Commission, for placement by WTC at the Venue.

(i) **Public Announcer Mentions**. Public announcer mentions, acknowledging the Sports Commission's sponsorship of the Event, periodically during the Expo and on race day at the Venue. The Sports Commission shall provide the content of such announcements to WTC reasonably in advance.

(j) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(k) **Expo**. The right to use a 10' x 10' space in the Expo at the Event, which Expo space may be used by the Sports Commission to promote its products and services, provided that the Sports Commission complies with WTC's Expo rules and regulations.

(l) **Athlete Kit Inserts**. The right to provide Sports Commission-branded items (such as coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete race kits, volunteer kits, and media kits at the Event.

(m) **Finish-Line Arch.** The opportunity to have the Sports Commission's logos prominently displayed on the finish-line arch at the Event. Two (2) logos (one on each leg) will be placed on the front of the arch directly facing the Race photographers.

(n) **Finish-Line Tape**. The opportunity to have the Sports Commission's logo displayed on the finish-line tape.

(o) **Event Entries**. Two (2) complimentary Race entries for each Event (i.e., to participate as an age-group athlete in the Race) for use by the Sports Commission's employees or representatives. The Sports Commission shall provide to WTC the name and email address for each athlete at least sixty (60) days prior to the applicable Race, and inform the athletes of the following requirements: (i) no entry may be sold, assigned, or otherwise transferred; (ii) WTC will email online registration instructions to the athletes; (iii) each entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for entry in such race in a later year; (iv) athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the entry will be null and void, without any refund right or any other right to compensation or reimbursement; and (v) athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

C-4. **With respect to each Event and in addition to the sponsorship benefits above, WTC shall provide to the City, the Convention & Tourism Office, and the Sports Commission (collectively, the "Host Parties") the following sponsorship benefits:**

(a) **License of Event Photos & Videos**. Subject to the terms of this Agreement and unless otherwise agreed to by the Parties in writing, during the Term and subject to any third-party intellectual property rights therein, the Host Parties shall have a limited, non-exclusive license (a "Limited License") to use (i) any of the WTC-owned photographs of the Event as may be provided to the Host Parties by WTC (the "WTC Photos") and (ii) any photographs and/or video of the Event produced by Host (the "Host-Produced Photos & Videos") provided that:

(i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Events;

(ii) Such use complies fully with all guidelines of WTC's Media and Television departments, including, without limitation, inclusion of proper copyright and attribution notices;

(iii) The Host Parties may use the WTC Photos and/or Host-Produced Photos & Videos in vacation planners, marketing brochures and on the Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties use the WTC Photos or the Host-Produced Photos & Videos in connection with any merchandise, products, or services;

(iv) Upon WTC's request the Host Parties shall immediately discontinue use of any WTC Photos and/or Host-Produced Photos & Videos;

(v) The WTC Photos and Host-Produced Photos & Videos are, and shall remain, the property of WTC. Any and all rights in, to, or under the WTC Photos and Host-Produced Photos & Videos shall enure solely to the benefit of WTC; and

(vi) The Host Parties shall not transfer or assign the Limited License or sub-license any of the WTC Photos or the Host-Produced Photos & Videos.

(b) **License of Event Logo**. During the Term, the Host Parties shall have a limited, non-exclusive license (the "License") to use the Event Logos, provided that:

(i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Events;

(ii) Such use complies fully with the terms of this Agreement, including without limitation, the Trademark Standards and Usage Guidelines contained in Exhibit D;

(iii) The Host Parties may use the Event Logos in vacation planners, marketing brochures and on Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties sell or produce any IRONMAN-branded or Event-branded merchandise, products, or services;

(iv) The Event Logos are, and shall remain, the property of WTC, and any and all rights in, to, or under the Event Logos, or any copyrights or other intellectual property of WTC, shall enure solely to the benefit of WTC;

(v) The Host Parties shall not transfer or assign the License or sub-license any of the Event Logos; and

(vi) The License expires immediately upon expiration or earlier termination of this Agreement, provided, however, that following the Term the Host Parties shall be entitled to continue to use the Event Logos for historical purposes (e.g., to make reference to the Event and their sponsorship of the Event and to showcase that they are capable of hosting large scale events).

EXHIBIT D

TRADEMARK STANDARDS & USAGE GUIDELINES: EVENT-SPECIFIC LOGO

Sample Event Logo

As applicable for each Event, each Event will feature one or more IRONMAN® or IRONMAN® 70.3® -branded logos customized by WTC for such Event (each, an "Event Logo"). WTC will design, create, and provide each Event Logo. The following is a sample logo for the 140.6 Event:

WTC may elect to, from time to time, modify the Event Logo by adding the name of a "title" sponsor or "presenting" sponsor to such logo.

General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC's intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with any Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

IRONMAN® and 70.3® are registered trademarks of World Triathlon Corporation. Used herein by permission.

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host's obligations, or exercising its rights, under this Agreement;

- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

Improper Uses of the Trademarks "IRONMAN®" and "IRONMAN® 70.3®"

- IRONMAN® must be a single word, never hyphenated, and never capitalized as "IronMan".
- IRONMAN® and 70.3® must be two (2) separate words separated by no more and no less than one (1) character space.
- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "Ironman distance" or "Iron distance").
- IRONMAN® 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "half ironman", "half ironman distance", or "half iron distance").
- 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "70.3" must never be used as a standalone term to denote distance. (e.g., never as "70.3 miles")
- IRONMAN® should never be abbreviated as "IM."
- IRONMAN® 70.3® should never be abbreviated as "IM70.3."
- Stand-alone references to "an IRONMAN" or "a 70.3" are improper. Please add "triathlon" to such phrases (e.g., "an IRONMAN® 70.3® triathlon").
- Do not use "iron" (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., "ironwoman", "ironfamily", or "ironmate"), as two separate words (e.g., "iron woman", "iron family", or "iron mate"), or as a hyphenated word (e.g., "iron-woman", "iron-family", or "iron-mate"). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

EXHIBIT E

Restricted Sponsorship Categories

COMPRESSION APPAREL	RACE REGISTRATION
WETSUIT	WATCH/TIMING
SUNGLASSES	GPS/FITBIT
MEDALS	ON-COURSE NUTRITION
FOOTWEAR	CHARITY
ENERGY BAR	RACE PHOTOGRAPHY
ENERGY GEL	SUNSCREEN
ISOTONIC / SPORTS BEVERAGE	INSOLES
ENERGY DRINKS	RECOVERY SANDAL
RECOVERY BEVERAGE	RECYCLING/GARBAGE/WASTE MANAGEMENT
SUPPLEMENTS	ONLINE TRAINING PLATFORM
CELL PHONE CASE	BEER
HEADPHONES	HOTEL
LIFESTYLE APPAREL	TRAVEL PARTNER
PERFORMANCE APPAREL	QUICK SERVE RESTAURANT
SWIM APPAREL & ACCESSORIES	BIKE APPAREL & ACCESSORIES

1220

Intermountain Healthcare
IRONMAN
ST.GEORGE UTAH
NORTH AMERICAN CHAMPIONSHIP

FIRST AMENDMENT

to

HOST VENUE AGREEMENT

This FIRST AMENDMENT TO THE HOST VENUE AGREEMENT (this "First Amendment") is effective as of October 6, 2020 (the "First Amendment Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"), and **WASHINGTON COUNTY**, a political subdivision of the State of Utah ("Host").

RECITALS

A. This First Amendment amends that certain HOST VENUE AGREEMENT, dated May 3, 2019, between WTC and Host (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Whereas, in connection with the COVID-19 pandemic and the resulting impact to WTC's calendar of scheduled sporting events, the Parties wish to amend the Agreement to reflect the cancellation of the 2020 Event, provide an extension of the Term, and to update the Annual Payments accordingly.

The Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. **Section B** of the Recitals of the Agreement is hereby deleted in its entirety and replaced with the following:

> B. Subject to the terms of this Agreement, Host desires to have WTC conduct in and around St. George, Utah (the "Venue"), and WTC desires to conduct in and around the Venue, the IRONMAN® North American Championship triathlon race in years 2022 and 2024 and the IRONMAN® 70.3® North American Championship triathlon race in years 2021, 2023, and 2025.

2. **Section 1(a)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (a) Authorization; Ownership. Host authorizes WTC to prepare and conduct the 140.6 Events and the 70.3 Events (as such terms are defined below (each, an "Event" and collectively, the "Events") in and around the Venue in years 2021, 2022, 2023, 2024, and 2025 (each, a "Race Year" and collectively, the "Race Years"). WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race (as defined below.)

3. **Section 1(b)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (b) North American Championship Races.
>
> (i) IRONMAN® 70.3® - 70.3 Events. **With respect to the 2021, 2023 and 2025 Race Years,** WTC shall be responsible for operating, in and around the Venue, an IRONMAN® 70.3®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2 mile swim, 56 mile bicycle ride, and 13.1 mile run) (the "70.3 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 70.3 Race and any additional races added under Section 1(f), a "70.3 Event").
>
> (ii) IRONMAN® - 140.6 Events. **With respect to the 2022 and 2024 Race Years**, WTC shall be responsible for operating, in and around the Venue, an IRONMAN®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 2.4 mile swim, 112 mile bicycle ride, and 26.2 mile run) (the "140.6 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 140.6 Race and any additional races added under Section 1(f), a "140.6 Event").

4. **Section 1(d)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (d) Race Dates. Subject to the terms of this Agreement and unless otherwise mutually agreed upon in writing by the Parties, the 70.3 Races and the 140.6 Races (each, a "Race" and collectively, the "Races") will, as applicable for the Race Year, be held annually on the following dates (the "Race Dates"):

IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP – ST. GEORGE	
Race Year	70.3 Race Date
2021	May 1, 2021
2023	May 6, 2023
2025	May 3, 2025

IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE	
Race Year	140.6 Race Date
2022	May 7, 2022
2024	May 4, 2024

5. **Section 2** of the Agreement is hereby deleted in its entirety and replaced with the following:

> **2. Term of Agreement.**
>
> (a) This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2025 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").
>
> (b) During the first three (3) months of 2024, the Parties shall discuss in good faith whether they desire to renew this Agreement beyond the Term (the "Renewal Period"). The Parties agree to decide by March 31, 2025 (the "Decision Date") whether or not to extend the Agreement for the Renewal Period, which decision must include whether or not the Parties desire for (i) future IRONMAN® 70.3®-branded events taking place at the Venue to be designated as the IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP and (ii) future IRONMAN®-branded events taking place at the Venue to be designated as the IRONMAN® NORTH AMERICAN CHAMPIONSHIP. If, prior to the Decision Date, the Parties mutually agree to terms for a Renewal Period then the Parties shall, prior to or on the Decision Date, execute a memo of understanding indicating the parameters of such Renewal Period. Such mutually agreed upon Renewal Period, if any, will be effective only if set forth in a separate, definitive written agreement signed by the Parties. Nothing in this subsection (b) creates any obligation on either Party to renew this Agreement, to extend the Term, or to enter into any other agreement.

6. **Section 5(e)(i)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (i) Annual Donations.
>
> (A) In connection with each 140.6 Event that takes place during the Term (*i.e.,* the 2022 and 2024 Events), WTC shall donate, or cause to be donated, a minimum of **$50,000.00** to one or more local non-for-profit organizations in the Washington County, Utah area (the "140.6 Event Donations").
>
> (B) In connection with each 70.3 Event that takes place during the Term (*i.e.,* the 2021, 2023, and 2025 Events), WTC shall donate, or cause to be donated, a minimum of **$25,000.00** to one or more local non-for-profit organizations in the Washington

County, Utah area (the "70.3 Event Donations" and together with the 140.6 Event Donations, the "Annual Donations").

7. **Section 5(i)(ii)(B)** of the Agreement is hereby deleted in its entirety and replaced with the following:

(B) Pro Slots. With respect to certain eligible top professional finishers of the 140.6 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN World Championship ("Kona Pro Championship Slots"). The number of Kona Pro Championship Slots applicable to the 2022 140.6 Race will be **six (6)**. The number of Kona Pro Championship Slots applicable to the 2024 140.6 Race will be determined by WTC in its sole discretion.

8. The table of Annual Payments set forth in **Exhibit A** of the Agreement is hereby deleted in its entirety and replaced with the following:

Regarding the Event for Race Year	Annual Payment to be paid to WTC ($USD)	Annual Payment Installment Due Dates	Invoice Details*
2020**	**N/A****	**N/A****	**N/A****
2021	**$200,000.00**	**$150,000** due on February 1, 2021	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2021	**$50,000** to be invoiced to Utah Sports Commission
2022	**$350,000.00**	**$250,000** due on February 1, 2022	**$100,000** to be invoiced to Washington County
			$150,000 to be invoiced to Utah Sports Commission
		$100,000 due on June 1, 2022	**$100,000** to be invoiced to Utah Sports Commission

2023	**$200,000.00**	**$150,000** due on February 1, 2023	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2023	**$50,000** to be invoiced to Utah Sports Commission
2024	**$350,000.00**	**$250,000** due on February 1, 2024	**$100,000** to be invoiced to Washington County
			$150,000 to be invoiced to Utah Sports Commission
		$100,000 due on June 1, 2024	**$100,000** to be invoiced to Utah Sports Commission
2025	**$200,000.00**	**$150,000** due on February 1, 2025	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2025	**$50,000** to be invoiced to Utah Sports Commission

***Host Billing Contact Information**

Washington County
Contact name: Kevin Lewis
Email address: kevin.lewis@washco.utah.gov
Telephone number: (435) 986-3384

Utah Sports Commission
Contact name: Jeff Robbins
Email address: jrobbins@utahsportscommission.com
Telephone number: (801) 328-2335

****Due to global health concerns related to the COVID-19 pandemic and solely with respect to the 2020 Event, WTC hereby waives its right to collect the Annual Payment from Host and agrees to apply any amounts paid by Host for the 2020 Event, if any, towards the 2021 Annual Payment.**

OTHER PROVISIONS

9. **No Other Changes**. Except as expressly provided in this First Amendment, the Agreement is not otherwise amended, modified, or affected by this First Amendment, and all other terms of the Agreement remain unchanged and in full force and effect.

10. **Miscellaneous**. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, arrangements, and understandings, written or oral, between or among the Parties, except as may be specifically provided herein. No modifications, amendments, cancellations, renewals, or extensions of or to this First Amendment or the Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing and signed by both Parties. This First Amendment will be binding upon, and enure to the benefit of, the Parties and their respective successors and assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under the Agreement or this First Amendment. This First Amendment may be executed in counterparts, each of which will be deemed an original binding document and all of which will constitute one and the same instrument. An electronic (e.g., PDF) or facsimile copy of the executed this First Amendment or counterpart hereof will be deemed, and will have the same legal force and effect as, an original document.

This First Amendment has been executed and delivered by each Party's duly authorized representative as of the First Amendment Date.

HOST:

WASHINGTON COUNTY

By: _____
Name: VICTOR IVERSON
Title: WASHINGTON COUNTY COMMISION CHAIR

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO

SECOND AMENDMENT

to

HOST VENUE AGREEMENT

This SECOND AMENDMENT TO THE HOST VENUE AGREEMENT (this "Second Amendment") is effective as of December ___, 2021 (the "Second Amendment Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"), and **WASHINGTON COUNTY**, a political subdivision of the State of Utah ("Host").

RECITALS

A. This Second Amendment amends that certain HOST VENUE AGREEMENT, effective as May 3, 2019, between WTC and Host, as amended by that certain as amended by that certain FIRST AMENDMENT TO HOST VENUE AGREEMENT, effective as of October 6, 2020 (collectively, the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Whereas the Parties acknowledge that the 2022 Event (scheduled for May 7, 2022) will not occur and will instead be replaced with the 2021 IRONMAN® WORLD CHAMPIONSHIP triathlon event (which the terms of such event will be governed by that certain HOST VENUE AGREEMENT between the Parties effective as of December ___, 2021.

The Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. **Section B** of the Recitals of the Agreement is hereby deleted in its entirety and replaced with the following:

> B. Subject to the terms of this Agreement, Host desires to have WTC conduct in and around St. George, Utah (the "Venue"), and WTC desires to conduct in and around the Venue, the IRONMAN® North American Championship triathlon race in 2024 and the IRONMAN® 70.3® North American Championship triathlon race in years 2021, 2023, and 2025.

2. **Section 1(a)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (a) Authorization; Ownership. Host authorizes WTC to prepare and conduct the 140.6 Events and the 70.3 Events (as such terms are defined below (each, an "Event" and collectively, the "Events") in and around the Venue in years 2021, 2023, 2024, and 2025 (each, a "Race Year" and collectively, the "Race Years"). WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race (as defined below.)

3. **Section 1(b)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (b) North American Championship Races.
>
> (i) IRONMAN® 70.3® - 70.3 Events. **Solely with respect to the 2021, 2023 and 2025 Race Years,** WTC shall be responsible for operating, in and around the Venue, an IRONMAN® 70.3®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2 mile swim, 56 mile bicycle ride, and 13.1 mile run) (the "70.3 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 70.3 Race and any additional races added under Section 1(f), a "70.3 Event").
>
> (ii) IRONMAN® - 140.6 Events. **Solely with respect to the 2024 Race Year**, WTC shall be responsible for operating, in and around the Venue, an IRONMAN®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 2.4 mile swim, 112 mile bicycle ride, and 26.2 mile run) (the "140.6 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 140.6 Race and any additional races added under Section 1(f), a "140.6 Event").

4. **Section 1(d)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (d) Race Dates. Subject to the terms of this Agreement and unless otherwise mutually agreed upon in writing by the Parties, the 70.3 Races and the 140.6 Race (each, a "Race" and collectively, the "Races") will, as applicable for the Race Year, be held annually on the following dates (the "Race Dates"):

IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP – ST. GEORGE	
Race Year	70.3 Race Date
2021	May 1, 2021
2023	May 6, 2023
2025	May 3, 2025

IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE	
Race Year	140.6 Race Date
2024	May 4, 2024

5. **Section 2** of the Agreement is hereby deleted in its entirety and replaced with the following:

> **2. Term of Agreement.**
>
> (a) This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2025 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").
>
> (b) During the first three (3) months of 2025, the Parties shall discuss in good faith whether they desire to renew this Agreement beyond the Term (the "Renewal Period"). The Parties agree to decide by March 31, 2025 (the "Decision Date") whether or not to extend the Agreement for the Renewal Period, which decision must include whether or not the Parties desire for (i) future IRONMAN® 70.3®-branded events taking place at the Venue to be designated as the IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP and (ii) future IRONMAN®-branded events taking place at the Venue to be designated as the IRONMAN® NORTH AMERICAN CHAMPIONSHIP. If, prior to the Decision Date, the Parties mutually agree to terms for a Renewal Period then the Parties shall, prior to or on the Decision Date, execute a memo of understanding indicating the parameters of such Renewal Period. Such mutually agreed upon Renewal Period, if any, will be effective only if set forth in a separate, definitive written agreement signed by the Parties. Nothing in this subsection (b) creates any obligation on either Party to renew this Agreement, to extend the Term, or to enter into any other agreement.

6. **Section 5(e)(i)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (i) Annual Donations.
>
> (A) In connection with each 140.6 Event that takes place during the Term (*i.e.,* the 2024 Event), WTC shall donate, or cause to be donated, a minimum of **$50,000.00** to one or more local non-for-profit organizations in the Washington County, Utah area (the "140.6 Event Donations").
>
> (B) In connection with each 70.3 Event that takes place during the Term (*i.e.,* the 2021, 2023, and 2025 Events), WTC shall donate, or cause to be donated, a minimum of **$25,000.00** to one or

more local non-for-profit organizations in the Washington County, Utah area (the "70.3 Event Donations" and together with the 140.6 Event Donations, the "Annual Donations").

7. **Section 5(i)(ii)(B)** of the Agreement is hereby deleted in its entirety and replaced with the following:

(B) Pro Slots. With respect to certain eligible top professional finishers of the 140.6 Race, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN World Championship ("Kona Pro Championship Slots"). The number of Kona Pro Championship Slots applicable to the 2024 140.6 Race will be determined by WTC in its sole discretion.

8. The table of Annual Payments set forth in **Exhibit A** of the Agreement is hereby deleted in its entirety and replaced with the following:

Regarding the Event for Race Year	Annual Payment to be paid to WTC ($USD)	Annual Payment Installment Due Dates	Invoice Details*
2020**	**N/A****	**N/A****	**N/A****
2021	**$200,000.00**	**$150,000** due on February 1, 2021	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2021	**$50,000** to be invoiced to Utah Sports Commission
2022	**N/A**	**N/A**	**N/A**
2023	**$200,000.00**	**$150,000** due on February 1, 2023	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission

		$50,000 due on June 1, 2023	**$50,000** to be invoiced to Utah Sports Commission
2024	**$350,000.00**	**$250,000** due on February 1, 2024	**$100,000** to be invoiced to Washington County
			$150,000 to be invoiced to Utah Sports Commission
		$100,000 due on June 1, 2024	**$100,000** to be invoiced to Utah Sports Commission
2025	**$200,000.00**	**$150,000** due on February 1, 2025	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2025	**$50,000** to be invoiced to Utah Sports Commission

***Host Billing Contact Information**

Washington County
Contact name: Kevin Lewis
Email address: Kevin@GreaterZion.com
Telephone number: (435) 986-3384

Utah Sports Commission
Contact name: Jeff Robbins
Email address: jrobbins@utahsportscommission.com
Telephone number: (801) 328-2335

****Due to global health concerns related to the COVID-19 pandemic and solely with respect to the 2020 Event, WTC hereby waives its right to collect the Annual Payment from Host and agrees to apply any amounts paid by Host for the 2020 Event, if any, towards the 2021 Annual Payment.**

OTHER PROVISIONS

9. **No Other Changes**. Except as expressly provided in this Second Amendment, the Agreement is not otherwise amended, modified, or affected by this Second Amendment, and all other terms of the Agreement remain unchanged and in full force and effect.

10. **Miscellaneous**. The Agreement, as amended by this Second Amendment, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, arrangements, and understandings, written or oral, between or among the Parties, except as may be specifically provided herein. No modifications, amendments, cancellations, renewals, or extensions of or to this Second Amendment or the Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing and signed by both Parties. This Second Amendment will be binding upon, and enure to the benefit of, the Parties and their respective successors and assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under the Agreement or this Second Amendment. This Second Amendment may be executed in counterparts, each of which will be deemed an original binding document and all of which will constitute one and the same instrument. An electronic (e.g., PDF) or facsimile copy of the executed this Second Amendment or counterpart hereof will be deemed, and will have the same legal force and effect as, an original document.

This Second Amendment has been executed and delivered by each Party's duly authorized representative as of the Second Amendment Date.

HOST:

WASHINGTON COUNTY

By: _____
Name: GIL ALMQUIST
Title: WASHINGTON COUNTY COMMISIONER CHAIR

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO

RESOLUTION NO. R-2021-2814

A RESOLUTION APPROVING REVISIONS TO THE IRONMAN AGREEMENTS

WHEREAS, Washington County has hosted IRONMAN branded triathlon events for the past ten years;

WHEREAS, IRONMAN Events have brought more than $100 million in positive economic impact to local businesses and communities in Washington County;

WHEREAS, Washington County and World Triathlon Corporation ("WTC") entered into an agreement on May 3, 2019 for Washington County to host IRONMAN races for another five year term ("Agreement");

WHEREAS, in consideration of global travel restrictions and other challenges associated with the COVID-19 pandemic, the Parties wish to renew the existing Agreement to reflect necessary adjustments to ensure a quality world championship experience for all participants;

WHEREAS, the Parties have negotiated the attached ("Revised Agreements") which are a direct response to the aforementioned challenges;

WHEREAS, it is in the best interest of Washington County that the attached agreements be approved and executed; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WASHINGTON COUNTY, UTAH, that the attached Revised Agreements World Triathlon Corporation are approved and shall be executed.

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON THE 17TH DAY OF AUGUST, 2021.

WASHINGTON COUNTY

GIL ALMQUIST, Chair
Washington County Commission

ATTEST:

Susan Lewis
Washington County Clerk-Auditor

Commissioner Almquist voted Aye
Commissioner Iverson voted Aye
Commissioner Snow voted Aye

Approved as to Form:

Deputy Washington County Attorney

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HOST VENUE AGREEMENT

IRONMAN® 70.3® WORLD CHAMPIONSHIP - ST. GEORGE

(2021-2022)

This Host Venue Agreement (this "Agreement") is entered into as of August 17, 2021 but is effective as of May 3, 2019 (the "Effective Date") by and between:

(i) **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"); and

(ii) **WASHINGTON COUNTY,** a political subdivision of the State of Utah ("Host").

WTC and Host are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. WTC is the owner and operator of IRONMAN® 70.3® -branded triathlon events, including the annual IRONMAN® 70.3® World Championship triathlon event.

B. On or around December 28, 2018, Host formally submitted its bid for St. George, Utah (the "Venue") to become host of the 2021 IRONMAN® 70.3® World Championship (the "Championship Bid") and, as evidenced by the Letters of Support set forth within the Championship Bid (such letters attached hereto as Exhibit G), the community and key stakeholders within the Venue have a strong and collective desire to host the IRONMAN® 70.3® World Championship.

C. In consideration of WTC selecting the Venue as the site for each Event (as defined below) and providing the Host Sponsorship Benefits (as defined herein), Host desires, subject to the terms of this Agreement, to provide the Host Support Services (as defined herein) and to make certain payments, and grant certain rights, to WTC.

D. The Parties previously entered into that certain HOST VENUE AGREEMENT, effective as of May 3, 2019, regarding the 2021 Event (the "Prior Agreement") and, upon execution of this Agreement by the Parties, the Parties desire for this Agreement to modify and supersede the Prior Agreement.

AGREEMENT

The Parties agree as follows:

1. **The Events.** Subject to the terms of this Agreement:

(a) Authorization; Ownership.

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(i) Certain Definitions.

(A) As used herein the term "Events" shall mean the 2021 Event and the 2022 Event (as such terms are defined below) (each, an "Event").

(B) As used herein the term "Event Periods" shall mean the 2021 Event Period and the 2022 Event Period (as such terms are defined below) (each, an "Event Period").

(ii) 2021 & 2022 Championship Events.

(A) Host authorizes WTC to prepare and conduct the 2021 IRONMAN® 70.3® World Championship triathlon event (the "2021 Event") which will include a range of lifestyle activities for the community and visitors to enjoy and will take place in and around the Venue from **September 10, 2021** until **September 22, 2021** (the "2021 Event Period"), with the Women's Race and the Men's Race (as such terms are defined below) taking place concurrently on **Saturday, September 18, 2021**.

(B) Host authorizes WTC to prepare and conduct the 2022 IRONMAN® 70.3® World Championship triathlon event (the "2022 Event") which will include a range of lifestyle activities for the community and visitors to enjoy and will take place in and around the Venue from **October 21, 2022** until **November 2, 2022** (the "2022 Event Period"), with the Women's Race taking place on **Friday, October 28, 2022** and the Men's Race taking place on **Saturday, October 29, 2022**.

(C) WTC is and will be the owner of the Events and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate the Events or Races (as defined below).

(b) The Races. As part of each Event, WTC shall be responsible for operating, at the Venue, one (1) female participant-based IRONMAN® 70.3® World Championship-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2-mile swim, 56-mile bicycle ride, and 13.1-mile run) (the "Women's Race") and one (1) male participant-based IRONMAN® 70.3® World Championship-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2-mile swim, 56-mile bicycle ride, and 13.1-mile run) (the "Men's Race" and, together with the Women's Race, the "Races").

(c) Name. The official name of each Event will be IRONMAN® 70.3® WORLD CHAMPIONSHIP presented by the Utah Sports Commission. WTC may elect to add the name of a "title" sponsor to the official name of the Event (e.g., "[*Title Sponsor*] IRONMAN® 70.3® WORLD CHAMPIONSHIP, presented by the Utah Sports Commission"). When referring to the Events, Host shall, and shall use reasonable efforts to cause relevant third parties to, at all times use such official name of each Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).

(d) Race Course. The Parties acknowledge and agree that the intended course for the Races

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(the "Race Course") is attached as Exhibit F. Notwithstanding the foregoing and upon mutual written agreement by the Parties, the Race Course may be altered and/or amended during the period between the Effective Date and the occurrence of the Races.

(e) Event Changes. WTC may in its reasonable discretion, in order to improve each Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.

(f) Additional Races. WTC shall have the option to conduct, as part of each Event and during the Event Period, certain ancillary races in connection with the Events (e.g., IRONKIDS® and/or IRON GIRL® triathlon, duathlon, or run). WTC may create additional, race-specific logos for any such ancillary races conducted, and such logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit E) under this Agreement.

2. **Term of Agreement.**

(a) Prior Host Venue Agreement. The Prior Agreement is hereby terminated as of the Effective Date.

(b) Term. This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2022 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").

3. **Financial Matters.**

(a) Host Venue Fees. Host shall, under the terms of Exhibit A, pay WTC (or cause the Utah Sports Commission to pay WTC) the amounts stated in Exhibit A (the "Host Venue Fees").

(b) Sponsorship & Expo Vendor Referrals; Revenue Share.

(i) *Sponsorship & Expo Vendor Referrals*. Host shall not grant or sell sponsorships, official designations, exposition vendor space, or any other rights at or in connection with any Event to any third parties. With respect to each Event, Host shall have the right to refer to WTC reputable third-party Event-specific sponsors and exposition vendors (collectively, "Host-Referred Third-Party Sponsorships"), provided, however, that:

(A) Host shall focus on referring sponsors and vendors in non-endemic categories from local, statewide, and regional companies and organizations;

(B) Host shall not refer sponsors or vendors to WTC if such sponsors or vendors sell products and/or services that fall within any of the categories set forth in Exhibit D (collectively, the "Restricted Sponsorship Categories"). If Host refers a sponsor or vendor that falls within any of the Restricted Sponsorship Categories then Host shall not receive the Host Revenue Share (as defined below) with respect to such sponsor or vendor. Due to occasional changes to the Restricted Sponsorship Categories, WTC reserves the right to update the Restricted Sponsorship Categories, at any

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time and from time to time. Upon Host's request, WTC shall provide to Host the then-applicable list of Restricted Sponsorship Categories;

(C) Host shall not communicate any Event sponsorship or vendor opportunity to any potential sponsor or vendor unless such specific sponsor or vendor has been pre-approved in writing by WTC;

(D) WTC reserves the right, in WTC's sole and absolute discretion, to reject any proposed sponsorship, sponsor, or vendor including, without limitation, those referred by Host; and

(E) Host shall use best efforts to prevent third parties from purporting to be a sponsor or vendor of the Event unless such party is a party to a Sponsorship and/or Expo Vendor Agreement (as defined below). Host does not have the authority to legally bind WTC, and Host shall not represent to any third party that Host has such authority. Any Host-Referred Third-Party Sponsorships will be valid only if in a written agreement signed by both WTC and the sponsor/Expo vendor party (a "Sponsorship and/or Expo Vendor Agreement").

(ii) *Host Revenue Share*. If, during the period between the Effective Date and the 2022 Event, WTC enters into a Sponsorship and/or Expo Vendor Agreement (specifically with respect to the Events) with a third-party sponsor or exposition vendor for a Host-Referred Third-Party Sponsorship where such sponsor or vendor was referred to WTC by Host and was pre-approved by WTC in accordance with this Agreement, WTC shall pay to Host an amount equal to fifteen percent (15%) of the Net Proceeds (as defined below) (such amount referred to as the "Host Revenue Share").

(A) "Net Proceeds" means, net of applicable taxes, ninety percent (90%) of the total cash actually received and retained by WTC from the applicable Host-Referred Third-Party Sponsorship (it being acknowledged by the Parties that such reduction by ten percent (10%) is for purposes of covering WTC's expected costs to activate and implement the benefits for such Host-Referred Third-Party Sponsorship.

(B) *Based Only on Cash Proceeds*. For the avoidance of doubt: Net Proceeds (1) will be based only on such cash proceeds to WTC from sponsorship sales and exposition vendor fees from the Host-Referred Third-Party Sponsorship that are specific to the Event and (2) will not include the value of any in-kind contributions or budget-relieving or other services provided by the sponsor or any other party, except as may be approved in writing by WTC.

(C) *Origination*. Host will be deemed to have referred an Event-specific sponsor or exposition vendor to WTC if, in good faith, Host provides such sponsor/vendor's name and contact information to WTC in writing, and, prior to such notice to WTC by Host, WTC is neither doing business nor has any contract with such sponsor/vendor (or any of its subsidiaries or affiliates), nor communicated, during the then prior 36-month period, with such sponsor/vendor (or any of its subsidiaries or affiliates) regarding the

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possibility of doing business or entering into any contract with WTC (or any of its subsidiaries or affiliates).

(D) *Other Events*. For avoidance of doubt: Host has no right to receive the Host Revenue Share (or any other commission or fee) in connection with any event(s) (other than the Event), regardless of whether Host referred to WTC a third-party sponsor/vendor for such other event(s).

(c) Taxes. All amounts payable to WTC by Host under this Agreement will exclude any applicable taxes, which shall be paid by Host.

(d) Entry Fees; Other Revenues. Except as may be otherwise expressly specified in this Agreement, WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Event, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP, exposition booth sales, media licenses, product licenses, and photograph sales.

(e) Costs. To the extent Host does not timely provide any portion of the Host Support Services (as defined below), then, upon written request from WTC, Host shall, within thirty (30) days after delivery of such notice to Host, reimburse WTC to the extent WTC incurs, or will incur, any costs to obtain or provide any such Host Support Services not provided by Host. Such right of reimbursement does not limit WTC's remedies with respect to Host failing to provide any of the Host Support Services.

4. **Certain Obligations of Host.**

(a) Host Support Services. Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit B (collectively, the "Host Support Services") for the Events. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.

(b) Compliance with Law. In connection with the Event and Host's performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.

(c) Operational Aspects. In order to facilitate proper and timely planning, implementing, and conducting of the Event by WTC, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from WTC or any third party designated by WTC.

(d) Intellectual Property of WTC. Except with respect to the Event Logo (the use of which by Host being subject to Section 10), Host shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark, the 70.3® mark, and the design mark known as the "M-DOT." Host shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.

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(e) Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.

(f) Representations. Host covenants that each of the representations and warranties made by Host in Section 9 will be true and complete at all times during the Term.

5. Certain Obligations of WTC.

(a) Host Sponsorship Benefits. WTC shall provide to Host (or, as the case may be, shall provide for Host's benefit and/or the benefit of the Events), the sponsorship benefits and other items set forth in Exhibit C (collectively, the "Host Sponsorship Benefits"). Unless otherwise expressly agreed to in this Agreement, the cost of any and all activation materials (e.g., including, without limitation, any signage, banners, boards, branding, etc.) required or necessary in connection with the Host Sponsorship Benefits, including without limitation any costs in connection with the design, production, and/or delivery thereof, are the sole responsibility of Host.

(b) Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers), training of personnel (including volunteers), Race manuals/programs, Race Course route determination and design, Race Course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, facility decoration, and all other technical and operational aspects of the Races. For the avoidance of doubt: WTC may require that the Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.

(c) Expo. WTC shall provide for a multi-day vendor exposition at the Events (the "Expo"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or its designee) may sell official IRONMAN-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.

(d) Website; Media; Broadcasts. WTC shall provide and maintain the official website that markets the Events (the "Event Websites"), including a live global streaming webcast of the Races with stationary cameras at both transition areas and the finish line where possible based on Internet bandwidth. WTC shall retain the rights to all imagery and audiovisual works in connection with the Events, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and, except as expressly set forth in this Agreement, will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.

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(e) WTC to Facilitate Donations.

(i) Donation Amount. In connection with the 2021 Event WTC shall donate, or cause to be donated, a minimum of $40,000.00 USD to one or more local not-for-profit organizations in the Washington County, Utah area (the "2021 Donation"). In connection with the 2022 Event WTC shall donate, or cause to be donated, a minimum of $75,000.00 USD to one or more local not-for-profit organizations in the Washington County, Utah area (the "2022 Donation" and together with the 2021 Donation, the "Donations").

(ii) Acknowledgments. Notwithstanding the foregoing, the Parties acknowledge that if WTC obtains permission from the Foundation (as defined below) then WTC shall have the option to have all or part of the Donations be made instead by The Ironman Foundation Inc., a Florida not-for-profit corporation (the "Foundation"). The Parties further acknowledge that if the Foundation so elects to make the Donations then all terms and conditions (e.g., distribution allocation, recipients, etc.) of the Donations shall be determined by the Foundation (and in the sole and absolute discretion of the Foundation's Board of Directors). The Parties further acknowledge that the Foundation is not owned or controlled by WTC.

(f) Compliance with Law. In connection with the Events and WTC's performance of its obligations under this Agreement, WTC shall comply with all applicable laws, rules, and regulations.

(g) Information Updates. WTC shall, upon request from Host, promptly inform Host as to the status of the performance of WTC's obligations hereunder, including without limitation regarding the Host Sponsorship Benefits.

6. **Official Announcements; Promotions by Host.**

(a) Host Website. Host, on its website, shall prominently advertise the Events and the fact that Host is hosting the Events, and at all times during the Term shall prominently display a link, on its website, to the Event Websites.

(b) Announcements. Host shall use reasonable efforts to consult with WTC's authorized public relations representative prior to issuing or approving any public announcements with respect to the Events, except that no such consultation will be required to the extent such announcements are required of Host as part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:

(i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access); and

(ii) include only information in the public domain.

Upon Host's request, WTC shall provide to Host the name and contact information of such WTC authorized public relations representative.

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(c) Other Matters. Host shall not use the Events, any marketing opportunity related thereto or arising out of the Events, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Events, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Events or the marketing thereof.

7. **Ambush Marketing.**

(a) "Ambush Marketing" means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.

(b) Host shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:

(i) Causing its employees and agents to promptly report, to WTC and the proper Host authorities, any marketing or activity reasonably appearing to be Ambush Marketing;

(ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);

(iii) Using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;

(iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;

(v) Causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by Host or, if applicable, law enforcement personnel; and

(vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

8. **Exclusivity.**

(a) Use of Race Course and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During each Event Period, Host shall not, unless otherwise mutually agreed upon by the Parties, produce, conduct, host, or permit any sporting event (other than

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such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period festivals and community events (e.g., Washington City Cotton Days, etc.) may take place but only if such events do not do or include any of the following:

(i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
(ii) include any sports-related vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
(iii) occur on the Race Course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
(iv) in any way jeopardize or adversely impact Event production or operations;
(v) infringe on any WTC intellectual property rights; or
(vi) include or constitute Ambush Marketing (as defined in Section 7(a)) or otherwise promote themselves as purportedly being part of or in connection with the Event).

(b) Advertising Other Triathlon Companies or Long-Distance Triathlons.

(i) Unless otherwise pre-approved, in writing, by WTC (which approval may be granted or denied in WTC's sole discretion), during the Term and except as set forth below in Section 8(b)(ii), Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to International Triathlon Union (ITU), Professional Triathletes Organisation (PTO), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns) (the "Ironman Competitors"), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

(ii) Notwithstanding the foregoing, Host may permit its website to display marketing, promotion, advertisement, reference, and/or otherwise associate with, BBSC Endurance Sports ("BBSC"), provided, however, that Host may not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (A) any BBSC event(s) if such BBSC event(s) features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (B) BBSC if BBSC or any of BBSC's events are acquired by and/or operated by any Ironman Competitor.

(c) Non-Competition. During the Term and the eighteen (18)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon located, in whole or in part, within the Venue if such event features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union).

9. **Representations and Warranties of Host.** Host represents and warrants that:

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(a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms herein;

(b) This Agreement is a legal, valid, and binding obligation of Host, enforceable against it in accordance with its terms; and

(c) Neither the execution, delivery, nor performance of this Agreement by Host violates or will violate or cause a breach of any other agreement or obligation to which it is a party or to which it is bound, and, except with respect to any applicable Approvals & Permits and/or other similar inter-government agreements, no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by Host.

10. **Limited License to Use the Event Logo.**

(a) Grant of Limited Rights. Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit E) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Event. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit E. Notwithstanding the foregoing and subject in each instance to WTC's prior written approval, which approval may be granted or denied in WTC's sole discretion, Host may permit participating cities and/or state parks to use the Event Logos in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Event.

(b) No Use on Products. Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.

(c) Ownership; Goodwill. Host acknowledges that WTC is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of WTC's other trademarks or other intellectual property, or any mark with the word "IRON," or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of WTC used in connection with this Agreement or the Event, enures solely to the benefit of WTC.

11. **Indemnification; General Limitation of Liability; Liquidated Damages.**

(a) Each Party shall indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any

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representation or warranty made by the other Party herein; or (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: WTC'S TOTAL MAXIMUM LIABILITY FOR ANY AND ALL LOSSES, INJURY, OR DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE) AND FOR ANY OTHER CLAIM, WILL BE LIMITED TO THE AMOUNT OF THE HOST VENUE FEES (AS DEFINED HEREIN) THAT IS RECEIVED AND RETAINED BY WTC. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH WTC MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

(c) The Parties acknowledge that the goodwill inherent in the IRONMAN® 70.3® brand and the Event Logo arises and is maintained, in large part, by each and every IRONMAN® 70.3® event worldwide, including the Events, being conducted as scheduled. Notwithstanding anything herein to the contrary, the Parties acknowledge that Host's failure or inability to host and support the Events as scheduled, absent a Force Majeure Event (as defined in Section 14), will cause WTC irreparable harm, and that damages will be an insufficient and wholly inadequate remedy as a result of such a breach. If Host breaches this Agreement and such breach directly results in the Event not taking place when and as contemplated by this Agreement, Host shall, in addition to the Host Venue Fee for such Event, pay WTC, within thirty (30) days after receiving written demand from WTC, the amount of $500,000.00 (USD). The Parties intend that the Liquidated Damages are to provide for compensation for a portion of the damages suffered by WTC (e.g., Event relocation expenses, athlete travel expenses, and damage to WTC's reputation), are not intended as a penalty and that the stipulated amount is far less than the actual damages and consequential damages that would result from such a breach by Host.

(d) This Section 11 will survive the expiration or termination of this Agreement for any reason.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for the Events from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars ($2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars ($5,000,000.00) in aggregate. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

13. **Termination.**

(a) Subject to Section 13(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during

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such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.

(b) Notwithstanding anything to the contrary herein, WTC may immediately terminate this Agreement:

(i) at any time if WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that the Event is unlikely to occur or be sufficiently profitable to WTC whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Exhibit B); or (B) any condition with respect to the Venue that could jeopardize the practicability of conducting the Races as planned, or that could create a safety risk for any Race participants or other Event visitors; or

(ii) if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or

(iii) if Host causes, engages in, or permits any Ambush Marketing.

(c) Effects of Termination.

(i) Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.

(ii) If this Agreement is terminated by WTC under the terms of Section 13(a) or Section 13(b)(ii), all unpaid Host Venue Fee amounts will be immediately due and payable to WTC.

(iii) Except as provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.

14. Force Majeure; Cancellation due to Force Majeure.

(a) In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("Force Majeure Event"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of the Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Races (e.g.,

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the swim leg), nor the modification of the Races (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

(b) If a Force Majeure Event causes the Event to be cancelled and the Event cannot reasonably be rescheduled or relocated within the Venue then the total amount of the Host Venue Fee payable by Host for such Event will be reduced as follows, depending on when cancellation is announced to the general public:

Number of Days before the Races that the Event Cancellation (due to Force Majeure) is Announced	***Host Venue Fee to be reduced by:***
More than 60 days	50%
7 to 60 days	25%
Less than 7 days	12.5%

For example: If cancellation of the 2022 Event (due to a Force Majeure Event) is announced 61 days before the Races, then the Host Venue Fee for the 2022 Event will instead be $400,000 (i.e., $800,000 reduced by 50%).

15. **Confidentiality.**

(a) Subject to applicable laws, during the Term and the 36-month period thereafter, each Party (the "Receiving Party") shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, any documents and/or materials labeled "confidential", any trade secrets, or any proprietary information owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, "Confidential Information").

(b) "Confidential Information" does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party's breach of any obligation owed to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by the prior written consent of the disclosing Party; (iv) became known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) was independently developed by the Receiving Party without breach of this Agreement.

(c) The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.

(d) The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, provided, however, that the Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees.

(e) The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep

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confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.

(f) If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

16. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of WTC, provided, however, that WTC hereby consents to any and all assignments and delegations that Host will from time to time make as necessary for purposes of providing the Host Support Services (e.g., inter-government agreements for municipal services, obtaining Approvals & Permits, etc.). Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

18. **Jurisdiction and Dispute Resolution.**

(a) Governing Law. Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either the United States District Court, Middle District of Florida, Tampa Division, or a Florida state court located in Hillsborough County, Florida (each, a "Tampa Court").

(b) Arbitration. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement ("Dispute"), and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree to settle the Dispute by arbitration administered by the American Arbitration Association ("AAA") whereby such Dispute shall be referred to a sole arbitrator selected by the Parties, or, if the

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parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Florida Arbitration Code. The venue of any such arbitration shall be solely in Tampa, Florida. Judgment on the award rendered by the arbitrator may be entered solely in a Tampa Court. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

(c) Enforcement. If either Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.

(d) Arbitration Charges. Each Party shall initially bear an equal share of the arbitrator's compensation and administrative charges of the arbitration and shall make deposits with the AAA of its share of the amounts requested by the AAA. Failure or refusal by a Party to timely pay its share of the deposits for the arbitrator(s)' compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the arbitrator of a Party's failure to pay its share of the deposits for the arbitrator's compensation and administrative charges for the purpose of implementing this provision will not be deemed to affect the arbitrator(s)' impartiality or ability to proceed with the arbitration.

(e) General. The requirement for arbitration will not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect on the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in any Tampa Court. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to arbitrate.

19. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

20. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to Host:

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GREATER ZION CONVENTION & TOURISM OFFICE
20 N. Main Street #105
St. George, Utah 84770
Attention: Kevin Lewis, Director
Email: Kevin@GreaterZion.com

(Or to such other addresses as Host furnishes to WTC in writing in accordance with this Section)

If to WTC:

WORLD TRIATHLON CORPORATION
3407 W. Dr. Martin Luther King Jr. Blvd, Suite 100
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@ironman.com

(Or to such other address as WTC furnishes to Host in writing in accordance with this Section)

21. **Enforcement of Agreement.** Host hereby agrees to waive all defenses, if any, to enforcement of this Agreement that Host might otherwise have under the doctrine of sovereign immunity (or similar doctrine) in connection with any law, regulation, ordinance, decree, order, or any other source or authority.

22. **No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

23. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.

24. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in an manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in "portable document format" (PDF) form, or by any

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other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes

[*Signature page directly follows this page*]

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The Parties have executed this Agreement to be effective as of the Effective Date.

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO

HOST:

WASHINGTON COUNTY

By: _____
Name: GIL ALMQUIST
Title: WASHINGTON COUNTY COMMISSIONER CHAIR

[*Schedule of Exhibits to this Agreement follows this page*]

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SCHEDULE OF EXHIBITS

EXHIBIT A: Host Venue Fees

EXHIBIT B: Host Support Services

EXHIBIT C: Host Sponsorship Benefits

EXHIBIT D: Restricted Sponsorship Categories

EXHIBIT E: Trademark Standards & Usage Guidelines

EXHIBIT F: Race Course

EXHIBIT G: Letters of Support

[*Exhibits to this Agreement follow this page*]

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EXHIBIT A

Host Venue Fees; Wire Transfer Instructions

Event	Host Venue Fee ($USD)	Payment Installments Due Dates*
2021 Event	$450,000.00	$400,000.00 due on February 1, 2021
		$50,000.00 due on October 1, 2021
2022 Event	$800,000.00	$400,000.00 due on February 1, 2022
		$400,000.00 due on November 1, 2022

***Host Billing Contact Information:**

INVOICES WILL BE SENT TO:

Utah Sports Commission:
Contact Name: Jeff Robbins
Email address: jrobbins@utahsportscommission.com
Telephone number: (801) 328-2335

WITH INVOICE COPIES SENT TO:

Washington County:
Contact Name: Kevin Lewis
Email address: Kevin@GreaterZion.com
Telephone number: 435-986-3384

Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

Bank Name: Bank of America, NY NY
Routing Number: 026009593
Account Name: World Triathlon Corporation
Account Number: 898052297785
SWIFT Code: BOFAUS3N

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EXHIBIT B

Host Support Services

With respect to each Event, and at **no cost to WTC**, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

B-1. **Approvals & Permits.** To the extent it has the authority, right, power, ability, or legal jurisdiction to do so, Host shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or WTC of this Agreement, including without limitation the conducting of the Event, the Races, and the Expo, closures of roadways, use of amplified sound and music by WTC in connection with the Event, food vendors and contracted catering companies used for the Event, and Host's provision of the Host Support Services (collectively, the "Approvals & Permits"). Host shall ensure that, 180 days prior to the Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.).

B-2. **Coordination of Welcome Experience with Official Hotels.**

- Coordinate all accommodation partners & housing service for the Event
- Conduct pre-Event training with hotel staff to understand demographic of guests
- Coordinate welcome signage onsite
- Be responsible for Event information inventory at each Official Hotel

B-3. **Electrical Services & Equipment; Lighting.** Host shall provide a special event electricity system. Power hook-ups will be provided by certified technicians under the applicable construction code and regulations. To the extent lighting and electricity is already present at the Venue and available for use by Host, Host shall supply lighting and electricity for the Venue areas such as the transition area, swim, bike, and run courses, medical, and the finish area. To the extent such lighting and electricity is necessary for the Event but not already present at such sites (or is not available for use by Host), Host shall use commercially reasonable efforts to assist WTC in procuring such additional lighting and electricity.

B-4. **Hotel Rooms.** Host shall provide (or cause to be provided) to WTC four hundred (400) complimentary hotel room nights during the applicable Event Period and fifty (50) complimentary hotel room nights prior to the applicable Event Period (as reasonably requested by WTC), for WTC staff, at the official hotels for each Event (such official hotels to be mutually agreed upon by the Parties) (collectively, the "Official Hotels").

B-5. **Lead Agency.** Host shall serve as the "lead agency" to support the operational activities of the Event including but not limited to facility and venue acquisition, permitting, police and emergency services acquisition, parking acquisition, communications acquisition, local accommodations, travel, volunteer recruitment, media, public awareness, and advocacy.

B-6. **Medical Professionals and Ambulance Services.** Host shall ensure that ambulances will be distributed strategically at the Venue, transition area, celebration areas, along the Race Course route, and the Event medical areas. Host shall provide its official medical plan to WTC and shall

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provide a reasonable opportunity for WTC to review and comment on the official medical plan prior to the Event Period. Host shall provide a team of medical professionals, including a Medical Director, who will coordinate and implement such official medical plan. Host acknowledges that an Event medical team of approximately 100 certified medical professionals will be required for the Event. Host shall ensure that dedicated EMS units will be on hand to respond to emergency transport needs and the general public during the Event Period.

B-7. **No Construction**. Unless reasonably required and unavoidable, Host shall not begin, permit, and/or effect any structural, engineering, beautification, or related works occurring during the Event Period.

B-8. **Notifications**. All local residents and businesses within the Venue that are impacted by the Event must be properly notified by the Host. This includes the effects of road closures, traffic advisories, etc.

B-9. **Parking and Shuttle Services**. Host shall provide (or cause to be provided) satellite parking lots outside the operations perimeter with parking lot attendants. Host shall, as necessary for the Event, provide (or cause to be provided) dedicated Race day shuttle buses to transport athletes and spectators in and around the Venue.

B-10. **Police and Emergency Services**. Host shall ensure that Police will command and ensure all emergency services (police, fire and ambulance) needed to maintain public safety. A special command post will be temporarily installed on the site, bringing together all three emergency services (police, fire and ambulance), private security, volunteer security personnel and communications. Host acknowledges and agrees that, throughout the course of the Event Period (and as necessary for each Race), Host will be responsible for providing approximately two hundred (200) police officers for purposes traffic control, road closures, crowd control and security during the Event Period.

B-11. **Race Course Exclusivity and Condition**. Host shall ensure that, as necessary to conduct the Races, the Race Course route is closed to the public during the Races and for a reasonable period before and after the Races, and, subject to reasonable exceptions, is made exclusively available to WTC during such periods. Host shall ensure that all Race Course routes are in good condition during the Event Period.

B-12. **Street Cleaning**. Host shall be responsible for sweeping and cleaning up all streets and other Event-related areas prior to, during, and after the Event.

B-13. **Swim Ingress/Egress**. Host shall ensure that there is safe and adequate ingress/egress for the swim portion of the Races. Host shall provide all water safety assets and personnel services required for a safe swim course including, without limitation, all tents, lifeguards, paddleboards, kayaks, PWCs, and motorized boats. Host shall pay and/or waive all access fees in connection with the swim portion of the Event including, without limitation, all site fees, visitor fees, park rentals, and all other fees related to use or access to the swim area facilities and amenities within the Venue.

B-14. **Terrorism and Counterterrorism Measures.** To the extent such measures are required by law or to the extent such measures are deemed necessary by local law enforcement (e.g., for the safety of the Event participants and spectators), Host shall be responsible for any and all costs for counterterrorism measures required in connection with the Event, including, without limitation,

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anti-terrorism personnel, equipment (e.g., suppression vehicles, jersey barriers, surveillance, etc.), and services.

B-15. **Top Overall Female & Male Finisher Award.** Host shall provide a high-quality individually customized award to the top overall female and top overall male winner of each Race (the "Top Finisher Award"). The intent of the Top Finisher Award is to reward the top finishers with a special keepsake to remember the Event and, as such, the unique design of the Top Finisher Award should represent and be symbolic to the Venue and the Event. Upon Host's request, WTC shall advise Host regarding the Top Finisher Award and, also, shall provide to Host illustrations of top finisher awards given by other hosts of previous IRONMAN® 70.3® Championship events.

B-16. **Traffic Control and Services**. In consultation with WTC, Host shall develop a road closure and traffic management plan that guarantees a safe course for athletes and reduces impact on local residents. Host shall provide all traffic devices, engineering diagrams, and plans to assure maximum road safety in partnership with local and state police services. Host shall provide all variable message boards, barricades, cones for traffic control, special event traffic signage and parking signs, temporary traffic light system, and traffic control vehicles equipped with yellow arrows.

B-17. **Venues/Facilities**. During each Event Period and as necessary to accommodate the Event-related functions for each Event, Host shall provide the following venues, facilities, and/or spaces (as applicable):

USE	*TENTATIVE LOCATIONS	SPECIFICATIONS
MEDIA CENTER	**CHILDREN'S MUSEUM (3RD FLOOR) AND/OR DIXIE CONVENTION CENTER**	Indoor, fully wired private space with seating for up to 100 media (4,500 square foot space)
PRESS CONFERENCE	**TOWN SQUARE PARK OR DIXIE CONVENTION CENTER**	Media-friendly space used to conduct the pre-race presser; possibly located near the expo (1,250 to 1,500 square foot space)
RACE OFFICE	**SCHOOL DISTRICT BUILDING OR ALTERNATIVE LOCATION AS DETERMINED BY WTC**	Large meeting room (1,000 square foot space)
CREDENTIAL OFFICE	**SCHOOL DISTRICT BUILDING OR ALTERNATIVE LOCATION AS DETERMINED BY WTC**	1,000 square foot space near the race office
VIP OFFICE	**SCHOOL DISTRICT BUILDING OR ALTERNATIVE LOCATION AS DETERMINED BY WTC**	1,000 square foot space

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WORLD CHAMPIONSHIP TEAM MEETING SPACE	**SCHOOL DISTRICT BUILDING OR ALTERNATIVE LOCATION AS DETERMINED BY WTC**	1,000 square foot space to accommodate up to 20 staff throughout the week
EXECUTIVE MEETING SPACE	**SCHOOL DISTRICT BUILDING OR ALTERNATIVE LOCATION AS DETERMINED BY WTC**	Board meeting room space available throughout the week
IRONMAN LIVE PRODUCTION	**ADJACENT TO FINISHLINE**	2,200 square foot space near the finish line
ATHLETE REGISTRATION	**TOWN SQUARE PARK OR DIXIE CONVENTION CENTER**	3,500 square foot space to process athletes over a three-day period
IRONMAN VILLAGE (EXPO)	**TOWN SQUARE PARK OR DIXIE CONVENVTION CENTER**	40,000 square foot space to accommodate vendor booths near athlete registration
VIP RECEPTION	**TECH RIDGE OR ALTERNATIVE LOCATION AS DETERMINED BY WTC**	Capacity 250
MERCHANDISE	**TOWN SQUARE PARK OR DIXIE CONVENTION CENTER**	5,000 square foot space near athlete registration and the finish line (tented)
BIKE TECH	**TOWN SQUARE PARK OR DIXIE CONVENTION CENTER**	1,000 square foot space adjacent to athlete registration
PASTA/AWARDS BANQUET	**DIXIE CONVENTION CENTER**	Buffet-style arrangement with room for center stage and seating for 4,500 attendees including 200+ VIPs for both a pre-race and post-race banquet function (estimated at 50,000 square foot space)
ATHLETE'S GARDEN	**TOWN SQUARE PARK**	4,500 square foot space located near finish line
FOREIGN ATHLETE MEETINGS	**ELECTRIC THEATRE OR DIXIE CONVENTION CENTER**	Capacity of 300, theater style
VIP HOSPITALITY (RACE DAY)	**TOWN SQUARE PARK**	5,000 square foot space located near finish line
PROFESSIONAL LOUNGE (RACE DAY)	**TOWN SQUARE PARK**	800 square feet, capacity 75-100 located close to finish line
DOPING CONTROL	**TOWN SQUARE PARK**	900 square foot space located near finish line
MEDICAL & MASSAGE AREA	**TOWN SQUARE PARK**	5,000 square foot space located near finish line

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FINISH LINE CHUTE	**MAIN STREET OR TABERNACLE OR NEARBY LOCATION**	8,610-9690 square foot space - Space for spectators on either side of the chute, sound scaffolding, bleachers, and a jumbotron.
SECURITY POST	**TOWN SQUARE PARK OR ALTERNATIVE LOCATION DETERMINED BY WTC**	Secured temporary special command post installed at the event site, for purpose of bringing together all Event-related emergency services (police, fire, ambulance, etc.), private security, volunteer security personnel and communications.
SUPPLY DEPOT	**TECH RIDGE OR ALTERNATIVE LOCATION DETERMINED BY WTC**	Secured 44,000 square foot outdoor space needed fourteen (14) days prior to race day and five (5) days to organize event supplies and unload/load trucks.

** The Parties acknowledge that, as of the Effective Date, the exact dates, venues, facilities, and/or spaces to be used for the Events are not finalized and that, to the extent multiple locations are listed in the table set forth above, WTC will, in consultation with Host, determine the exact dates, venues, facilities, and/or spaces (as applicable) to be used for each Event.*

B-18. **VIP Experience.** With respect to VIP spectators attending the Event, Host shall work with WTC to ensure a memorable experience including securing and ensuring the exclusive use of mutually agreed upon venues for the duration of the Event (with certain mutually agreed upon venues being made available at least one (1) week prior to the Event).

B-19. **Volunteer Recruitment**. Host shall be responsible for assisting WTC with the recruitment of a minimum of 3,000 experienced Event volunteers who will, throughout the course of the Event, participate in volunteer activities in connection with the Event.

B-20. **Volunteer Banquet**. Host shall provide a volunteer banquet to include food and beverage catering for 3,000 attendees and all other aspects of the function (e.g., including without limitation, venue, lighting, tables, chairs, stage, entertainment, etc.).

B-21. **Waste Management Services.** Host shall maintain and ensure a clean environment at all times on its properties. Adjustments will be put in place according to the needs of WTC. Recycle containers, garbage units, large units for disposal, transportation, and manpower will be provided by Host. Host shall cause all trash bagged at aid stations within city limits to be removed by city/county services.

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EXHIBIT C

Host Sponsorship Benefits

C-1. With respect to each Event, WTC shall provide (or cause to be provided) to the **Utah Sports Commission** (the "Sports Commission") the following sponsorship benefits:

(a) **Exclusive Rights**. During the Term, Sport Commission will have the right to exclusivity solely as it relates to sponsorship rights in the sports commissions category (the "Exclusive Category") with respect to the Events; provided, however, that WTC may allow other Exclusive Category companies (and any other companies) to (i) purchase or use booth space in, and distribute product (including products in the Exclusive Category) at, the Expo at the Events, (ii) purchase or use kit inserts at the Events, (iii) purchase or use Event-specific race program/guide or mobile application advertisements at the Events, or (iv) purchase or use advertisements under any WTC domain (which such activation benefits (as described in subclauses (i)-(iv)) Sports Commission acknowledges are neutral (i.e. not subject to exclusive rights)), so long as WTC does not authorize any third-party Exclusive Category company to (A) sponsor the Event with respect to the Exclusive Category, or (B) refer to itself or its products with respect to the Event using any of Sport's sponsorship designations with respect to Exclusive Category.

(b) **Partner Designations; Integrations**.

(i) The right to designate Sports Commission as the presenting sponsor of the Event, such that **(A)** the 2021 Event will be advertised and marketed as the "2021 IRONMAN® 70.3® WORLD CHAMPIONSHIP presented by the Utah Sports Commission" (which Event name is subject to addition of a title sponsor as described below) in reasonable forms of advertising and marketing. Such advertising and marketing is subject to pre-approval by WTC, and **(B)** the 2022 Event will be advertised and marketed as the "2022 IRONMAN® 70.3® WORLD CHAMPIONSHIP presented by the Utah Sports Commission" (which Event name is subject to addition of a title sponsor as described below) in reasonable forms of advertising and marketing. Such advertising and marketing is subject to pre-approval by WTC.

(ii) As presenting sponsor of the Event, Sports Commission will have its logo integrated (by WTC) generally underneath, but as part of, the Event Logos, with the size and placement of the Sports Commissions logo, and other design aspects relating to such placement, to be reasonably determined by WTC in consultation with Sports Commission.

(iii) Nothing herein prohibits WTC from granting to any third party a "title sponsorship" with respect to the Event (e.g. the "General Corp. 2021 IRONMAN 70.3 World Championship presented by Utah Sports Commission") that is more prominent than Sports Commission's presenting sponsorship designation, [so long as such title sponsor is not an Exclusive Category company]. Any such title sponsor may be included as part of the Event Logos.

(c) **Intellectual Property Rights.** During the Term, and in addition to having the right to use the Event Logos, WTC Photos, and Host-Produced Photos & Videos in accordance with Section C-4 below, Sports Commission will have a limited, non-exclusive license to use the official sponsor logos and the official designation logos of the Event (such logos to be created by WTC and provided to Sports Commission by WTC), provided that: (i) such use is solely for purposes of advertising Sports Commission's sponsorship of the Event; and (ii) such use complies fully with the terms of this

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Agreement, including without limitation, the Trademark Standards set forth in Exhibit E.

(d) **Digital & Media Activation – Event Partnership & Event Recap Video.**

(i) *Facebook:* The right to provide Sports Commission-related content to WTC for two (2) social media posts on the Event-specific Facebook page.

(ii) *Instagram:* The right to provide Sports Commission-related content to WTC for two (2) social media posts on WTC's official global Instagram account.

(iii) *Twitter:* The right to provide Sports Commission-related content to WTC for two (2) social media posts on WTC's official global Twitter account.

(iv) *Email:*

(A) The right to provide Sports Commission-related content for inclusion by WTC in one (1) Event-specific email distributed by WTC to those Event participants who have opted-in to receive such email communications.

(B) The right to provide a Sports Commission-related banner advertisement to be displayed by WTC in two (2) Event-specific emails distributed by WTC to those Event participants who have opted-in to receive such email communications.

(v) *Website:*

(A) The right to provide Sports Commission-related content for inclusion in one (1) piece of editorial content (subject to applicable laws and regulations regarding disclosure of a commercial relationship) which will be posted by WTC on the IRONMAN.com page.

(B) Inclusion of the Sports Commission's logo, with a link to Sports Commission's website, on the sponsorships page (or in the sponsorships section) of the IRONMAN.com page.

(vi) *Mobile App:* Inclusion of the Sports Commission's logo, on the sponsorships page (or in the sponsorships section), of the official athlete tracker mobile application produced by, or on behalf of, WTC for the Event.

(vii) *Event Specific Integration:*

(A) The right to provide Sports Commission-related content for one (1) full-page advertisement in the official race program produced by, or on behalf of, WTC for the Event.

(B) The right to provide Sports Commission-related content for one (1) full-page advertisement in the digital athlete guide produced by, or on behalf of, WTC for the Event.

(e) **Event Activation.**

(i) *Signage:*

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(A) Two (2) placements of the Sports Commission logo on the camera side and two (2) placements of the Sports Commission logo on the spectator side of the header/horizontal (i.e. crossbar) of the finish line arch at the Event.

(B) Inclusion of the Sports Commission logo on the finish line tape at the Event.

(C) Two (2) Sports Commission -branded dasher boards for placement by WTC within the finish-line chute at the Event.

(D) Inclusion of the Sports Commission logo on the media/press conference step-and-repeat backdrop at the Event.

(ii) *Non-Retail Opportunities*: Name-in-title integration into event non-retail items including:

(A) Inclusion of the Sports Commission logo on the participant bag for the Event;
(B) Inclusion of the Sports Commission logo on the participant finisher shirt for the Event.
(C) Inclusion of the Sports Commission logo on the finisher medal for the Event.
(D) Inclusion of the Sports Commission logo on the hospital credentials at the Event.
(E) Inclusion of the Sports Commission logo on the participant race bib for the Event.
(F) Inclusion of the Sports Commission logo on the volunteer shirt at the Event.
(G) Inclusion of the Sports Commission logo in the sponsorships section of the official printed race program produced by, or on behalf of, WTC for the Event.

(iii) *Activation Opportunities*:

(A) The right to provide one (1) Sports Commission-branded item(s) (such as coupon(s), sample(s), gift(s), literature, brochure(s), etc.) for placement by WTC in the athlete race kits at the Event.

(B) The right to have a Sports Commission-branded zone or hot-spot on-course at the Event, which zone may include one (1) Sports Commission -branded arch, six hundred (600) feet of Sports Commission -branded snow fencing, and ten (10) Sports Commission -branded flags. Sports Commission shall provide, at Sports Commission's cost, the Sports Commission -branded signage for placement, by WTC, at such zone. All such Sports Commission branding is subject to pre-approval by WTC.

(C) Five (5) public announcer mentions during each Race (*i.e.*, 5 total for the 2021 and 10 total for the 2022), acknowledging Sports Commission's sponsorship of the Event, at the finish line of the Event.

(iv) *Ironman Village*:

(A) Space in the Expo at the Event, up to 10' x 20' in dimensions, for use by Sports Commission provided that the Sports Commission complies with WTC's Expo rules and regulations. For such Expo space, Sports Commission will be provided with use of a table and chairs and basic (i.e., 120V or local equivalent) electrical access. Sports Commission shall be responsible for any requested upgraded electrical access (i.e., 240V or local equivalent), tent, and other on-site items or services as may be required by Sports Commission for such Expo space.

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(B) Five (5) public announcer mentions per day, acknowledging Sports Commission's sponsorship of the Event, periodically during the Event Expo.

(f) ***Public Relations.*** The right to provide Sports Commission -related content for inclusion in a joint press release announcing Sports Commission's sponsorship of the Event.

(g) **Hospitality Passes**. Twenty (20) complimentary sponsor hospitality passes for the Event for use by the Sports Commission's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

C-2. With respect to each Event, WTC shall provide (or cause to be provided) to the **City of St. George** (the "City") the following sponsorship benefits:

(a) **Designation**. The right to designate the City as the "Official Sponsor of 2021/2022 (as applicable for each Event) IRONMAN 70.3 World Championship" in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to pre-approval by WTC.

(b) **Social Media**. The right to provide City-related content to WTC to be integrated into the Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the City's sponsorship.

(c) **Event-Specific Email Inclusion**. The City may provide City-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the City's logo, with a link to the City's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Hospitality Passes**. Twenty (20) complimentary sponsor hospitality passes for the Event for use by the City's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(f) **Snow Fencing**. Six hundred feet (600') of City-branded snow fencing, paid for and provided by the City, for placement by WTC at the Venue.

(g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the City's sponsorship of the Event, periodically during the Expo and during the Races at the Venue. The City shall provide the content of such announcements to WTC reasonably in advance.

(h) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(i) **Expo**. The right to use a 10' x 10' space in the Expo at the Event, which Expo space may be used by the City to promote its products and services, provided that the City complies with WTC's Expo rules and regulations.

(j) **Athlete Kit Inserts**. The right to provide City-branded items (such as coupons, samples, gifts,

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literature, brochures, etc.) for placement by WTC in the athlete Race kits, volunteer kits, and media kits at the Event.

C-3. With respect to each Event, WTC shall provide (or cause to be provided) to the **Greater Zion Convention & Tourism Office** (the "Convention & Tourism Office") the following sponsorship benefits:

(a) **Designation**. The right to designate the Convention & Tourism Office as the "Official Sponsor of 2021/2022 (as applicable for each Event) IRONMAN 70.3 World Championship" in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to pre-approval by WTC.

(b) **Social Media**. The right to provide Convention & Tourism Office-related content to WTC to be integrated into the Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the Convention & Tourism Office's sponsorship.

(c) **Event-Specific Email Inclusion**. The Convention & Tourism Office may provide Convention & Tourism Office-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the Convention & Tourism Office's logo, with a link to the Convention & Tourism Office's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Hospitality Passes**. Sixty (60) complimentary sponsor hospitality passes for the Event for use by the Convention & Tourism Office's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(f) **Snow Fencing**. Six hundred feet (600') of Convention & Tourism Office-branded snow fencing, paid for and provided by the Convention & Tourism Office, for placement by WTC at the Venue.

(g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the Convention & Tourism Office's sponsorship of the Event, periodically during the Expo and on race day at the Venue. The Tourism Office shall provide the content of such announcements to WTC reasonably in advance.

(h) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(i) **Expo**. The right to use Expo space, provided that the Convention & Tourism Office complies with WTC's Expo rules and regulations. The size of the Tourism Office's Expo booths are as follows: (i) A 10' x 10' space in the Expo for discretionary use; (ii) A 10' x 20' space for sign making; and (iii) A 10' x 10' space for athlete surveys in the registration area at the Event.

(j) **Athlete Kit Inserts**. The right to provide Convention & Tourism Office-branded items (such as coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete race kits, volunteer kits, and media kits at the Event.

(k) **Complimentary Race Entries.**

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(i) *Grant of Entries*. Four (4) complimentary race entries for the Event (i.e., to participate as an age-group athlete in such races) for use subject to the terms of this Agreement (collectively, the "Entries").

(ii) *Requirements*. The Entries must be for the Convention & Tourism Office's internal use only, such as awards in employee contests, competitions, etc.; Convention & Tourism Office shall not provide any of the Entries to individuals who are not employees or representatives of the Convention & Tourism Office. The Entries cannot, without WTC's prior written approval, be advertised or marketed as a "gift with purchase" or otherwise offered for sale. Convention & Tourism Office shall not hold itself out, represent, or imply, to any recipient (each, an "Athlete") of any of the Entries, or to any other third party, that Convention & Tourism Office represents or is an agent of WTC or that WTC endorses Convention & Tourism Office or any of its products or services (except to the extent expressly set forth herein).

(iii) *Procedure*. Convention & Tourism Office shall provide to WTC the name and email address for each Athlete at least sixty (60) days prior to the applicable race, and inform the Athletes (and anyone else to whom any Entries are offered) of the following requirements:

(A) No Entry may be sold, assigned, or otherwise transferred by any Athlete (or by anyone else after distribution by Convention & Tourism Office);

(B) WTC will email online registration instructions to the Athletes;

(C) Each Entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for Entry in such race in a later year;

(D) Athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the Entry will be null and void, without any refund right or any other right to compensation or reimbursement; and

(E) Athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

(iv) *Other Requirements*. The use of the Entry is conditioned upon the applicable Athlete first satisfying the Qualifying Requirements. With respect to using an Entry for the 2021 Event the term "Qualifying Requirements" means the Athlete must (i) in 2021 compete in at least one WTC -owned or WTC-licensed IRONMAN® or IRONMAN® 70.3®-branded race prior to August 15, 2021, and (ii) finish such qualifying race within the stated cut-off time for such race (cut-off times can be found in the athlete FAQ section of the applicable race-specific website). With respect to using an Entry for the 2022 Event the term "Qualifying Requirements" means the Athlete must (i) in 2022 compete in at least one WTC -owned or WTC-licensed IRONMAN® or IRONMAN® 70.3®-branded race prior to August 15, 2022, and (ii) finish such qualifying race within the stated cut-off time for such race (cut-off times can be found in the athlete FAQ section of the applicable race-specific website). The Athlete shall be solely responsible for any and all costs associated with the Qualifying Requirements, including, without limitation, the standard entry fee for the applicable qualifying race.

(v) *Certain Limitations*. WTC reserves the right to deny, for good cause, the use by any specific individual(s) of any Entries (in the event of any such denial, Convention & Tourism Office shall be permitted to substitute individuals reasonably acceptable to WTC

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to use such Entries). Without limiting the immediately preceding sentence, Convention & Tourism Office shall not provide any Entries to any person: (i) with a material relationship with any event organization or company that is a competitor of WTC; (ii) who is a member of the Ironman Pro Membership program or is otherwise a professional triathlete; or (iii) who is currently banned from competing in any WTC race (whether for violation of anti-doping rules, or otherwise).

C-4. With respect to each Event and in addition to the sponsorship benefits above, WTC shall provide to the City, the Convention & Tourism Office, and the Sports Commission (collectively, the "Host Parties") the following sponsorship benefits:

(a) **License of Event Photos & Videos**. Subject to the terms of this Agreement and unless otherwise agreed to by the Parties in writing, during the Term and subject to any third-party intellectual property rights therein, the Host Parties shall have a limited, non-exclusive license (a "Limited License") to use (i) any of the WTC-owned photographs of the Event as may be provided to the Host Parties by WTC (the "WTC Photos") and (ii) any photographs and/or video of the Event produced by Host (the "Host-Produced Photos & Videos") provided that:

(i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Event;
(ii) Such use complies fully with all guidelines of WTC's Media and Television departments, including, without limitation, inclusion of proper copyright and attribution notices;
(iii) The Host Parties may use the WTC Photos and/or Host-Produced Photos & Videos in vacation planners, marketing brochures and on the Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties use the WTC Photos or the Host-Produced Photos & Videos in connection with any merchandise, products, or services;
(iv) Upon WTC's request the Host Parties shall immediately discontinue use of any WTC Photos and/or Host-Produced Photos & Videos;
(v) The WTC Photos and Host-Produced Photos & Videos are, and shall remain, the property of WTC. Any and all rights in, to, or under the WTC Photos and Host-Produced Photos & Videos shall enure solely to the benefit of WTC; and
(vi) The Host Parties shall not transfer or assign the Limited License or sub-license any of the WTC Photos or the Host-Produced Photos & Videos.

(b) **License of Event Logo**. During the Term, the Host Parties shall have a limited, non-exclusive license (the "License") to use the Event Logos, provided that:

(i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Event;
(ii) Such use complies fully with the terms of this Agreement, including without limitation, the Trademark Standards and Usage Guidelines contained in Exhibit E;
(iii) The Host Parties may use the Event Logos in vacation planners, marketing brochures and on Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties sell or produce any IRONMAN-branded or Event-branded merchandise, products, or services;
(iv) The Event Logos are, and shall remain, the property of WTC, and any and all rights in, to, or under the Event Logos, or any copyrights or other intellectual property of WTC, shall enure solely to the benefit of WTC;
(v) The Host Parties shall not transfer or assign the License or sub-license any of the Event Logos; and

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(vi) The License expires immediately upon expiration or earlier termination of this Agreement, provided, however, that following the Term the Host Parties shall be entitled to continue to use the Event Logos for historical purposes (e.g., to make reference to the Event and their sponsorship of the Event and to showcase that they are capable of hosting large scale events).

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EXHIBIT D

Restricted Sponsorship Categories

COMPRESSION APPAREL	RACE REGISTRATION
WETSUIT	WATCH/TIMING
SUNGLASSES	GPS/FITBIT
MEDALS	ON-COURSE NUTRITION
FOOTWEAR	CHARITY
ENERGY BAR	RACE PHOTOGRAPHY
ENERGY GEL	SUNSCREEN
ISOTONIC / SPORTS BEVERAGE	INSOLES
ENERGY DRINKS	RECOVERY SANDAL
RECOVERY BEVERAGE	RECYCLING/GARBAGE/WASTE MANAGEMENT
SUPPLEMENTS	ONLINE TRAINING PLATFORM
CELL PHONE CASE	BEER
HEADPHONES	HOTEL
LIFESTYLE APPAREL	TRAVEL PARTNER
PERFORMANCE APPAREL	SWIM APPAREL & ACCESSORIES
BIKE APPAREL & ACCESSORIES	

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EXHIBIT E

Trademark Standards & Usage Guidelines: Event-Specific Logo

Sample Event Logo

Each Event will feature one or more IRONMAN® 70.3® World Championship -branded logos customized by WTC for the Events (each, an "Event Logo" and collectively, the "Event Logos"). WTC will design, create, and provide each Event Logo.

WTC may elect to, from time to time, modify the Event Logo by adding the name of a "title" sponsor or "presenting" sponsor to such logo.

General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC's intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with the Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

IRONMAN® and 70.3® are registered trademarks of World Triathlon Corporation. Used herein by permission.

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host's obligations, or exercising its rights, under this Agreement;

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- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the license or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

Improper Uses of the Trademarks "IRONMAN®" and "IRONMAN® 70.3®"

- IRONMAN® must be a single word, never hyphenated, and never capitalized as "IronMan".
- IRONMAN® and 70.3® must be two (2) separate words separated by no more and no less than one (1) character space.
- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "Ironman distance" or "Iron distance").
- IRONMAN® 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "half ironman", "half ironman distance", or "half iron distance").
- 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "70.3" must never be used as a standalone term to denote distance. (e.g., never as "70.3 miles")
- IRONMAN® should never be abbreviated as "IM."
- IRONMAN® 70.3® should never be abbreviated as "IM70.3."
- Stand-alone references to "an IRONMAN" or "a 70.3" are improper. Please add "triathlon" to such phrases (e.g., "an IRONMAN® 70.3® triathlon").
- Do not use "iron" (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., "ironwoman", "ironfamily", or "ironmate"), as two separate words (e.g., "iron woman", "iron family", or "iron mate"), or as a hyphenated word (e.g., "iron-woman", "iron-family", or "iron-mate"). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

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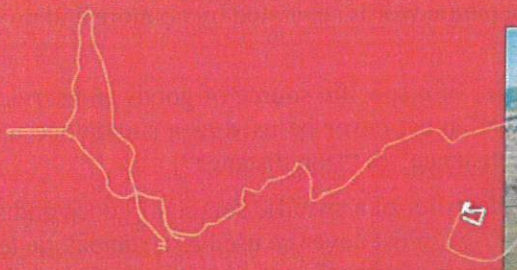
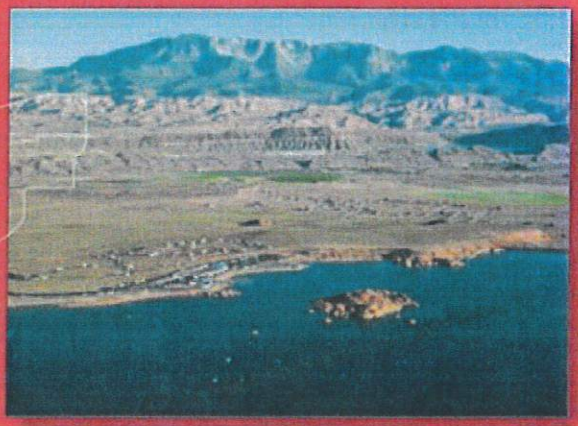
EXHIBIT F

Race Course

THE **SWIM** COURSE

1.2 Mile Loop



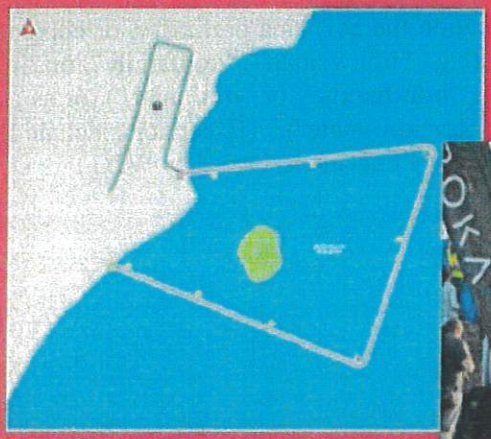


Sand Hollow State Park

Brilliant orange sand beaches, desert sandstone and scenic rocky buttes surround the reservoir. The swim course takes athletes around a sandstone island that provides a spectacular scene for race footage and photographs. (Water test results on pages 67-70)

Starting Line

A one-loop swim takes place in the crystal blue water of *Sand Hollow State Park* in Hurricane, Utah – 20 minutes from downtown St. George.



2021 IRONMAN 70.3 World Championship Page 10

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T1

The swim venue provides a huge, paved parking area (more than 600,000 square feet) for staging/transitions, and easy shoreline viewing access for athletes and spectators. With all of the T1 transition features in place, there is parking available for approximately 300-400 vehicles in the transition area for VIPs. Additional spectator parking is available a short walking distance from the reservoir.

Shuttle buses will be provided to take athletes from St. George to T1 on both race mornings. Shuttles will also be provided to get spectators from the parking areas near *Sand Hollow* to and from the swim start.

NOTE: We have established a relationship with *TriBike Transport* to coordinate bike transportation to T1. As part of our bid proposal we will cover a portion of the cost for any athlete utilizing *TriBike* for T1 transport service.

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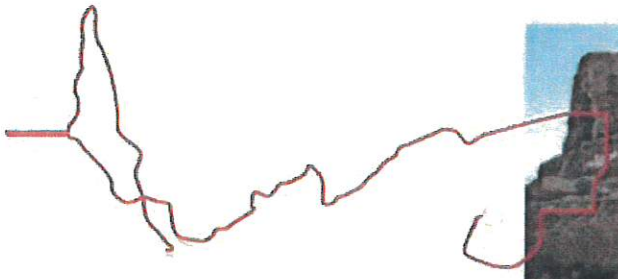
THE **BIKE** COURSE

56 miles featuring 2 state parks



Sand Hollow State Park

The bike course takes athletes on a highlight tour through some of the most stunning landscapes in the country. It starts by circling around the beautiful backdrop of *Sand Hollow Reservoir* and runs through the towns of Hurricane and Washington before making its way toward the city of St. George. After crossing the red bluff above the city, the course runs beneath the red hills and through an ancient lava flow on the west side of town.

Snow Canyon State Park

The course does a short out-and-back in the city of Ivins, then turns onto the signature climb through picturesque *Snow Canyon State Park*. At the top of the hill, riders turn for a fast descent to town on SR 18 and finish at T2 located in downtown St. George.

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RUN COURSE OPTIONS

Option 1

The first option is a 2-loop course that includes the signature features of the existing course, along with 2 loops through the spectator friendly downtown area. The course starts in St. George's historic *Town Square*, heads up Main Street toward a short, steep climb up Skyline Drive to the top of the red bluffs above the city. With this amazing view, runners do an out and back along the ridge overlooking the city then work their way down Red Hills Parkway through the rustic sandstone, along the *Red Cliffs Desert Reserve*. The course turns left onto Bluff Street and works its way back down the cozy, tree-lined streets in town. Runners circle around the crowds at the finish line area in *Town Square* before heading back up Main Street for the second loop. With this option, we will need to implement a valve system in certain areas to allow ingress/egress for residents inside the loop.

Option 2

The second option is an out-and-back course following the current route of the *North American Championship*. The course goes up Main Street to Diagonal and Bluff Street before climbing up Red Hills Parkway, through the *Red Cliffs Desert Reserve*. The course offers an amazing view of the city while running along the bluff before returning to the finish line located on Main Street right in the heart of downtown St. George.

NOTE: The two course options are presented as a starting point for consideration, but we are flexible with making adjustments as needed based on the experience and recommendations of your team.

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EXHIBIT G

Letters of Support

WASHINGTON COUNTY
UTAH

ZACHARY RENSTROM, CHAIR · DEAN COX, COMMISSIONER · VICTOR IVERSON, COMMISSIONER

November 22, 2018

World Triathlon Corporation
3407 W. Martin Luther King Blvd.
Tampa, FL 33607

To Whom It May Concern:

You will not regret it if the St. George Area is chosen for the Ironman 70.3 World Championships. I can say this because I have seen this community band together, time and time again, to support events big and small and make them amazing. In addition, you will be bringing the world to a unique vacation destination with so many incredible things to do and things to see. We have several national parks within a short drive, we are close to Las Vegas making our community accessible and there are few places in the world that can offer the scenery and unique landscape of Southern Utah.

I put my full support behind this event and if chosen, we will do our best to make this the greatest World Championship race Ironman has ever seen.

Sincerely,

Dean Cox

Dean Cox
Commissioner

197 East Tabernacle · St. George, UT 84770 · 435.634.5700 · 435.634.5750 · washco.utah.gov

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WASHINGTON COUNTY
UTAH

ZACHARY RENSTROM, CHAIR | DEAN COX, COMMISSIONER | VICTOR IVERSON, COMMISSIONER

November 22, 2018

World Triathlon Corporation
3407 W. Martin Luther King Blvd.
Tampa, FL 33607

To Whom It May Concern:

I am writing this letter in support of the efforts to bring the Ironman 70.3 World Championships to the St. George Area. Ironman has been a great partner for the past few years and our community looks forward to this event every year. As you know, our community is known for its spirit of volunteerism and Ironman is a favorite among volunteers as seen in the survey results each year.

I want to offer my full support to bring this event to our community. I am completely confident that you will not regret your decision to host the World Championships here. Our community has so much to offer and I know I speak for our entire office when I say we are ready, we are willing and we will put forth our best effort to make this event shine and make a statement to the world.

Sincerely,

Victor Iverson
Commissioner

197 East Tabernacle | St. George, UT 84770 | 435.634.5700 | 435.634.5753 | washco.utah.gov
zachary.renstrom@washco.utah.gov | dean.cox@washco.utah.gov | victor.iverson@washco.utah.gov

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IRONMAN 70.3 WORLD CHAMPIONSHIP

WASHINGTON COUNTY UTAH

ZACHARY RENSTROM, CHAIR · DEAN COX, COMMISSIONER · VICTOR IVERSON, COMMISSIONER

November 22, 2018

World Triathlon Corporation
3407 W. Martin Luther King Blvd.
Tampa, FL 33607

To Whom It May Concern:

As a Washington County Commissioner, I was thrilled when I found out about the opportunity to hold the Ironman 70.3 World Championships in our community. Ironman has been a fantastic partner over the past few years and the events have brought a positive added element to our community. As a Commissioner, you have my full support in this effort and hope you choose the St. George Area for the World Championships.

Our community has embraced this race from the beginning and you can expect that same support for this race should we be chosen. The County will work with you to make any adjustments needed to make for a successful race and I will champion efforts to ready the community to welcome the world! You won't be disappointed by choosing Washington County!

Sincerely,

Zachary D. Renstrom
Commission Chair

197 East Tabernacle · St. George, UT 84770 · 435.634.5700 · 435.634.5753 · washco.utah.gov

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St.George

OFFICE OF THE MAYOR

December 19, 2018

World Triathlon Corporation
3407 West Martin Luther King Boulevard
Tampa, FL 33607

To Whom It May Concern:

Over the last few years, the St. George City Council and I along with the city management team and many of our city employees went through a process of considering what we're all about as a city. We did this to help define our mission, vision and values, and to better brand St. George.

You may have seen a new city logo appear gradually on city vehicles, at city hall, on our letterhead and on some city uniforms. The logo resembles a wagon wheel, a nod to our heritage. It also looks like a cog or gear, signifying industry and commerce. It could be people standing together in a circle with open arms. It might refer to communication coming in and out of the community. It also reflects brightness, activity, happiness and optimism.

As we discussed the foundation and pillars of our city, we determined that activity and optimism are what define our healthy, active and positive community. Many of our residents and visitors are here because of St. George's enduring sunshine and amazing array of outdoor recreational possibilities.

Bringing the Ironman 70.3 World Championships to St. George will further enrich our community and provide Ironman 70.3 with a world-class destination beyond compare. Our city is committed to support this event from my office, through the City Council to the Police Department and our dedicated city employees. Together, we will work diligently to support this effort and provide Ironman 70.3, the athletes and spectators with an extraordinary experience.

I'm confident that, working together, we will be successful.

Sincerely,

Jonathan T. Pike

Jonathan T. Pike
Mayor

Mayor Jonathan T. Pike
CITY OF ST. GEORGE

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IRONMAN 70.3 WORLD CHAMPIONSHIP

City of Hurricane

Clark R Fawcett
City Manager

John W. Bramall
Mayor

Pam Humphries
Darin Larson
Cheryl Reeve
Kevin Tervort
Kevin Thomas
Council Members

December 18, 2018

World Triathlon Corporation
3407 Dr. Martin Luther King Jr. Blvd
Suite 100
Tampa, FL 33607

To Whom It May Concern:

The City of Hurricane is excited at the opportunity to host the IRONMAN 70.3 World Championship in 2021! As you know, the IRONMAN 70.3 St. George starts at Sand Hollow Reservoir inside Hurricane City limits and the bike course takes each athlete through our historic downtown. We've been an integral part of this race each year since the beginning and would welcome the privilege of hosting the world for the 70.3 World Championships.

You have seen through past experience, how much this community embraces the current race. Our citizens line the streets to cheer on athletes many of whom are local and our volunteers are committed and believe in what IRONMAN is all about. We are committed to providing a rewarding experience for the participants and we hope you choose our area to host this race. As Mayor of Hurricane, I fully support this effort and will make myself and other City officials available to plan and execute a successful race.

Sincerely,

John Bramall
Mayor Hurricane City

147 N 870 W ▪ Hurricane, Utah 84737
Phone (435) 635-2811 ▪ Fax (435) 635-4284
www.cityofhurricane.com

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Washington City
Where Dixie Begins

TO: Director, World Triathlon Corporation

RE: Ironman 70.3 World Championship

To Whom It May Concern:

We are ready to welcome the Ironman 70.3 World Championships! As Mayor of Washington City, I have been able to be involved in the Ironman race for the past few years. I have seen countless athletes achieve their race goals on a very unique and challenging course. I have seen our City and Community embrace this race and I have experienced the thrill of accomplishment due to the hard work from our city employees and Police force.

Washington City is ready to welcome this event and you have our full support. We stand ready to work together in a spirit of cooperation to plan and execute a race that will be unlike any athlete has ever experienced.

I have been impressed with the Ironman organization and the team you have sent to our community each year. We look forward to strengthening further our relationship as we continue to work together on the North American Pro Championships and hope that you choose our home for the Ironman 70.3 World Championship Race.

Sincerely,

Kenneth B. Nelson
Mayor, Washington City

Mayor [illegible] City Manager [illegible]
Council Members [illegible]

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IRONMAN 70.3 WORLD CHAMPIONSHIP

Mayor
Rick Rosenberg

City Manager
Edward O. Dickie III

CITY OF SANTA CLARA FOUNDED 1854

City Council
Herb Basso
Wendell Gubler
Mary Jo Hafen
Ben Shakespeare
Jarett Waite

To Whom It May Concern:

As Mayor of Santa Clara, I offer my full support in any and all efforts to bring the Ironman 70.3 World Championships to the St. George Area. Our community has so much to offer the world and you will find that it is different than anything experienced anywhere in the world. It's rare that we are able to live in an area where we can experience such rare beauty, near perfect weather and live among citizens that are kind, caring and watch over one another.

I am confident that if you allow the world to come to our home, they will see and feel something different, something extraordinary that they haven't experienced anywhere else in the world. Our community is easily accessible, we have a large array of lodging, most activities are close to town and our amenities rival that of most large cities. Add incredible volunteers and Government Officials that will make it their mission to make this race great, and you have the perfect recipe for an unmatched World Championships.

I hope to be able to work with your team on this effort and look forward to a bright future!

Sincerely

Mayor Santa Clara City

2603 Santa Clara Drive, Santa Clara, Utah 84765
Phone (435) 673-6712 Fax (435) 628-7338

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GARY R. HERBERT
Governor
Spencer Cox
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
MICHAEL R. STYLER
Executive Director
Division of State Parks and Recreation
Jeff Rasmussen
Division Director

November 6, 2018

Mr. Kevin Lewis
Washington County Tourism
20 N Main #105
St. George UT 84770

Dear Mr. Lewis:

I am writing this letter in support of the proposed Ironman 70.3 world championship. Utah State Parks recognizes that there are some spectacular views and resources in our parks that would enhance the experience for competitors throughout the world. We realize that the economic impact would be very beneficial to the area. This is something we feel that we should be in support of to help the county and our other partners. This time of year is busy within our parks in the area and there would need to be good coordination and planning. I believe, in the end, this would be a great event to showcase what we have to offer in our State Parks and Southern Utah as a whole.

Sincerely,

Wayne Monroe
Southwest Region Manager
Utah State Parks

Northwest Region, 1084 North Redwood Road, Salt Lake City, UT 84116-1555
telephone (801) 533-5127 • facsimile (801) 533-4229 • TTY (801) 538-7458 • *www.stateparks.utah.gov*

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Washington County School District
121 West Tabernacle
St. George, Utah 84770
Telephone (435) 673-3553
Fax: (435) 673-3216

SUPERINTENDENT LARRY G. BERGESON, M.ED.

December 19, 2018

To Whom it May Concern,

Washington County School District wishes to acknowledge our support of the upcoming official Ironman world championship event to be held in St. George, Utah.

As part of this support, the School District will hold a professional development day the Friday of the event. This will allow our students to be out of school and available to volunteer their time. This also makes all of our school buses available to the City of St. George for use in transporting event participants. In addition, the School District parking lot will be vacant and open for the event to utilize as a transition area, as they have done in the past.

We are grateful for the opportunity to partner with the City of St. George and the Ironman organization in bringing this fantastic athletic achievement to our community. Please let us know if you have any additional questions.

Best regards,

Larry Bergeson

Larry Bergeson
Superintendent of Schools
Washington County School District

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Washington County School District
121 West Tabernacle
St. George, Utah 84770
Telephone (435) 673-3553
Fax (435) 673-3219

SUPERINTENDENT LARRY G. BERGESON, M.ED

December 19, 2018

World Triathlon Corporation
3407 W. Martin Luther King Blvd, Suite #100
Tampa, Florida 33607

To Whom It May Concern:

The Washington County School District has been involved with the Ironman 70.3 and Ironman full distance St. George race since its first year providing athlete transportation from T2 to T1 the morning of the race. It has been a thrill for our drivers to greet athletes as they get ready to accomplish their life-long goals. We have thoroughly enjoyed being a part of this great event. We were even more thrilled to find out about the chance to host the Ironman 70.3 World Championships in the future.

On behalf of the Washington County School District, I lend my support behind this effort. We committed to closing down the schools for the Friday race so that busses can be used by St George City for the race. In addition, with school out I expect students will volunteer to support the race in droves.

We sincerely hope you choose the St. George Area for this historic race and stand ready to support you in any way that we can.

Sincerely,

Brent Bills
Business Administrator

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DSU DIXIE STATE UNIVERSITY
ST. GEORGE, UTAH

Office of the President

South Administration Office

December 5, 2018

World Triathlon Corporation
3407 West Martin Luther King Blvd.
Tampa, Florida 33607

To Whom It May Concern:

As the President of Dixie State University in St. George, Utah, I was thrilled to learn of the opportunity to host the Ironman 70.3 World Championship in our community. Ironman has been a fantastic partner over the past few years and the events have brought a positive element to the area.

I lend my full support in this effort and I sincerely hope you choose the St. George area for the World Championship. We would be happy to have your athletes train in our campus facilities including our state-of-the-art Human Performance Center, which is currently under construction and scheduled to be completed by the fall of 2019. Our community has embraced this race from the beginning and you can expect continued support from the university should you select St. George.

We will work with you to ensure a successful race and I will be happy to champion efforts along with our many community partners to welcome the World Championship! You will not be disappointed by choosing St. George for your 2021 location!

Sincerely,

Richard B Will

Richard B. Williams, Ph.D., ATC
President

www.dixie.edu

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HOST VENUE AGREEMENT

2021 IRONMAN® WORLD CHAMPIONSHIP - ST. GEORGE

This Host Venue Agreement (this "Agreement") is made as of December 8, 2021 (the "Effective Date") by and between:

(i) **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"); and

(ii) **WASHINGTON COUNTY,** a political subdivision of the State of Utah ("Host").

WTC and Host are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. WTC is the owner and operator of IRONMAN® -branded triathlon events, including the 2021 IRONMAN® World Championship triathlon event, which was originally scheduled to take place in and around Kona, Hawaii on October 9, 2021.

B. Host desires to have WTC relocate, and WTC desires to relocate, the 2021 IRONMAN® World Championship triathlon event to St. George, Utah (the "Venue"), subject to the terms of this Agreement.

C. In consideration of WTC selecting the Venue as the site for the Event (as defined below) and providing the Host Sponsorship Benefits (as defined herein), Host desires, subject to the terms of this Agreement, to provide the Host Support Services (as defined herein) and to make certain payments, and grant certain rights, to WTC.

D. The Parties previously entered into that certain HOST VENUE AGREEMENT, effective as of May 3, 2019, regarding certain IRONMAN® and IRONMAN 70.3® North American Championship events taking place at the Venue from 2020 to 2024, as amended by that certain FIRST AMENDMENT TO HOST VENUE AGREEMENT, effective as of October 6, 2020 (collectively, the "North American Championship Agreement") and, simultaneously with execution of this Agreement, the Parties are further amending the North American Championship Agreement to remove the 2022 IRONMAN® North American Championship triathlon event (scheduled for May 7, 2022) from the North American Championship Agreement.

AGREEMENT

The Parties agree as follows:

1. **The Event.** Subject to the terms of this Agreement:

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(a) Authorization; Ownership. Host authorizes WTC to prepare and conduct the 2021 IRONMAN® World Championship triathlon event (the "Event") which will include a range of lifestyle activities for the community and visitors to enjoy and will take place in and around the Venue from **April 30, 2022** until **May 8, 2022** (the "Event Period"), with the Race (as such term is defined below) taking place on Saturday, May 7, 2022. WTC is and will be the owner of the Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate the Event or Race (as defined below).

(b) The Race. As part of the Event, WTC shall be responsible for operating, in and around the Venue, an IRONMAN® World Championship-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 2.4-mile swim, 112-mile bicycle ride, and 26.2-mile run) (the "Race").

(c) Name. The official name of the Event will be 2021 IRONMAN® WORLD CHAMPIONSHIP presented by the Utah Sports Commission. WTC may elect to add the name of a "title" sponsor to the official name of the Event (e.g., "[*Title Sponsor*] 2021 IRONMAN® WORLD CHAMPIONSHIP presented by the Utah Sports Commission). When referring to the Event, Host shall, and shall use reasonable efforts to cause relevant third parties to, at all times use such official name of the Event (including mention of the official title sponsor and the official presenting sponsor).

(d) Race Course. The Parties acknowledge and agree that the intended course for the Race (the "Race Course") has been mutually agreed upon by the Parties. Notwithstanding the foregoing and upon mutual written agreement by the Parties, the Race Course may be altered and/or amended during the period between the Effective Date and the occurrence of the Race.

(e) Event Changes. WTC may in its reasonable discretion, in order to improve the Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.

(f) Additional Races. WTC shall have the option to conduct, as part of the Event and during the Event Period, certain ancillary races in connection with the Event (e.g., IRONKIDS® and/or IRON GIRL® triathlon, duathlon, or run). WTC may create additional, race-specific logos for any such ancillary races conducted, and such logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit D) under this Agreement.

2. **Term of Agreement.** This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").

3. **Financial Matters.**

(a) Host Venue Fee. Host shall, under the terms of Exhibit A, pay WTC the amount stated in Exhibit A (the "Host Venue Fee").

(b) Taxes. All amounts payable to WTC by Host under this Agreement will exclude any applicable taxes, which shall be paid by Host.

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(c) Event Rights & Revenues. Host shall not grant or sell sponsorships, official designations, exposition vendor space, or any other rights at or in connection with the Event to any third parties. Except as may be otherwise expressly specified in this Agreement, WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Event, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP, exposition booth sales, media licenses, product licenses, and photograph sales.

(d) Costs. To the extent Host does not timely provide any portion of the Host Support Services (as defined below), then, upon written request from WTC, Host shall, within thirty (30) days after delivery of such notice to Host, reimburse WTC to the extent WTC incurs, or will incur, any costs to obtain or provide any such Host Support Services not provided by Host. Such right of reimbursement does not limit WTC's remedies with respect to Host failing to provide any of the Host Support Services.

4. **Certain Obligations of Host.**

(a) Host Support Services. Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit B (collectively, the "Host Support Services") for the Event. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.

(b) Compliance with Law. In connection with the Event and Host's performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.

(c) Operational Aspects. In order to facilitate proper and timely planning, implementing, and conducting of the Event by WTC, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from WTC or any third party designated by WTC.

(d) Intellectual Property of WTC. Except with respect to the Event Logo (the use of which by Host being subject to Section 10), Host shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark, the 70.3® mark, and the design mark known as the "M-DOT." Host shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.

(e) Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.

(f) Representations. Host covenants that each of the representations and warranties made by Host in Section 9 will be true and complete at all times during the Term.

5. **Certain Obligations of WTC.**

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(a) Host Sponsorship Benefits. WTC shall provide to Host (or, as the case may be, shall provide for Host's benefit and/or the benefit of the Event), the sponsorship benefits and other items set forth in Exhibit C (collectively, the "Host Sponsorship Benefits"). Unless otherwise expressly agreed to in this Agreement, the cost of any and all activation materials (e.g., including, without limitation, any signage, banners, boards, branding, etc.) required or necessary in connection with the Host Sponsorship Benefits, including without limitation any costs in connection with the design, production, and/or delivery thereof, are the sole responsibility of Host.

(b) Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers), training of personnel (including volunteers), Race manuals/programs, Race Course route determination and design, Race Course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, facility decoration, and all other technical and operational aspects of the Race. For the avoidance of doubt: WTC may require that the Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.

(c) Expo. WTC shall provide for a multi-day vendor exposition at the Event (the "Expo"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or its designee) may sell official IRONMAN-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.

(d) Website; Media; Broadcasts. WTC shall provide and maintain the official website that markets the Event (the "Event Website"), including a live global streaming webcast of the Race with stationary cameras at both transition areas and the finish line where possible based on Internet bandwidth. WTC shall retain the rights to all imagery and audiovisual works in connection with the Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and, except as expressly set forth in this Agreement, will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.

(e) WTC to Facilitate Donations.

(i) Donation Amount. In connection with the Event WTC shall donate, or cause to be donated, a minimum of **$115,000.00 USD** to one or more local not-for-profit organizations in the Washington County, Utah area (the "Donation").

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(ii) Acknowledgments. Notwithstanding the foregoing, the Parties acknowledge that if WTC obtains permission from the Foundation (as defined below) then WTC shall have the option to have all or part of the Donation be made instead by The Ironman Foundation Inc., a Florida not-for-profit corporation (the "Foundation"). The Parties further acknowledge that if the Foundation so elects to make the Donation then all terms and conditions (e.g., distribution allocation, recipients, etc.) of the Donation shall be determined by the Foundation (and in the sole and absolute discretion of the Foundation's Board of Directors). The Parties further acknowledge that the Foundation is not owned or controlled by WTC.

(f) Compliance with Law. In connection with the Event and WTC's performance of its obligations under this Agreement, WTC shall comply with all applicable laws, rules, and regulations.

(g) Information Updates. WTC shall, upon request from Host, promptly inform Host as to the status of the performance of WTC's obligations hereunder, including without limitation regarding the Host Sponsorship Benefits.

6. **Official Announcements; Promotions by Host.**

(a) Host Website. Host, on its website, shall prominently advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall prominently display a link, on its website, to the Event Website.

(b) Announcements. Host shall use reasonable efforts to consult with WTC's authorized public relations representative prior to issuing or approving any public announcements with respect to the Event, except that no such consultation will be required to the extent such announcements are required of Host as part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:

(i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access); and

(ii) include only information in the public domain.

Upon Host's request, WTC shall provide to Host the name and contact information of such WTC authorized public relations representative.

(c) Other Matters. Host shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event or the marketing thereof.

7. **Ambush Marketing.**

(a) "Ambush Marketing" means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a

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WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.

(b) Host shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:

(i) Causing its employees and agents to promptly report, to WTC and the proper Host authorities, any marketing or activity reasonably appearing to be Ambush Marketing;

(ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);

(iii) Using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;

(iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;

(v) Causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by Host or, if applicable, law enforcement personnel; and

(vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

8. **Exclusivity.**

(a) Use of Race Course and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the Event Period, Host shall not, unless otherwise mutually agreed upon by the Parties, produce, conduct, host, or permit any sporting event (other than such Event) that takes place, in whole or in part, on any portion of the Race Course or at any Event-related area; provided, however, that during the Event Period festivals and community events (e.g., Washington City Cotton Days, etc.) may take place but only if such events do not do or include any of the following:

(i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
(ii) include any sports-related vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
(iii) occur on the Race Course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
(iv) in any way jeopardize or adversely impact Event production or operations;
(v) infringe on any WTC intellectual property rights; or

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(vi) include or constitute Ambush Marketing (as defined in Section 7(a)) or otherwise promote themselves as purportedly being part of or in connection with the Event).

(b) Advertising Other Triathlon Companies or Long-Distance Triathlons.

(i) Unless otherwise pre-approved, in writing, by WTC (which approval may be granted or denied in WTC's sole discretion), during the Term and except as set forth below in Section 8(b)(ii), Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to International Triathlon Union (ITU), Professional Triathletes Organisation (PTO), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns) (the "Ironman Competitors"), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

(ii) Notwithstanding the foregoing, Host may permit its website to display marketing, promotion, advertisement, reference, and/or otherwise associate with, BBSC Endurance Sports ("BBSC"), provided, however, that Host may not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (A) any BBSC event(s) if such BBSC event(s) features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (B) BBSC if BBSC or any of BBSC's events are acquired by and/or operated by any Ironman Competitor.

(c) Non-Competition. During the Term and the eighteen (18)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon located, in whole or in part, within the Venue if such event features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union).

9. **Representations and Warranties of Host.** Host represents and warrants that:

(a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms herein;

(b) This Agreement is a legal, valid, and binding obligation of Host, enforceable against it in accordance with its terms; and

(c) Neither the execution, delivery, nor performance of this Agreement by Host violates or will violate or cause a breach of any other agreement or obligation to which it is a party or to which it is bound, and, except with respect to any applicable Approvals & Permits and/or other similar inter-government agreements, no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency

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is required in connection with the execution, delivery, or performance of this Agreement by Host.

10. **Limited License to Use the Event Logo.**

(a) Grant of Limited Rights. Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit D) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Event. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit D. Notwithstanding the foregoing and subject in each instance to WTC's prior written approval, which approval may be granted or denied in WTC's sole discretion, Host may permit participating cities and/or state parks to use the Event Logos in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Event.

(b) No Use on Products. Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.

(c) Ownership; Goodwill. Host acknowledges that WTC is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of WTC's other trademarks or other intellectual property, or any mark with the word "IRON," or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of WTC used in connection with this Agreement or the Event, enures solely to the benefit of WTC.

11. **Indemnification; General Limitation of Liability; Liquidated Damages.**

(a) Each Party shall indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; or (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: WTC'S TOTAL MAXIMUM LIABILITY FOR ANY AND ALL LOSSES, INJURY, OR DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE) AND FOR ANY OTHER CLAIM, WILL BE LIMITED TO THE AMOUNT OF THE HOST VENUE FEE (AS DEFINED HEREIN) THAT IS RECEIVED AND RETAINED BY WTC. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH WTC MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT,

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WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

(c) The Parties acknowledge that the goodwill inherent in the IRONMAN® brand and the Event Logo arises and is maintained, in large part, by each and every IRONMAN® event worldwide, including the Event, being conducted as scheduled. Notwithstanding anything herein to the contrary, the Parties acknowledge that Host's failure or inability to host and support the Event as scheduled, absent a Force Majeure Event (as defined in Section 14), will cause WTC irreparable harm, and that damages will be an insufficient and wholly inadequate remedy as a result of such a breach. If Host breaches this Agreement and such breach directly results in the Event not taking place when and as contemplated by this Agreement, Host shall, in addition to the Host Venue Fee for the Event, pay WTC, within thirty (30) days after receiving written demand from WTC, the amount of $500,000.00 (USD). The Parties intend that the Liquidated Damages are to provide for compensation for a portion of the damages suffered by WTC (e.g., Event relocation expenses, athlete travel expenses, and damage to WTC's reputation), are not intended as a penalty and that the stipulated amount is far less than the actual damages and consequential damages that would result from such a breach by Host.

(d) This Section 11 will survive the expiration or termination of this Agreement for any reason.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for the Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars ($2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars ($5,000,000.00) in aggregate. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

13. **Termination.**

(a) Subject to Section 13(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.

(b) Notwithstanding anything to the contrary herein, WTC may immediately terminate this Agreement:

(i) at any time if WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that the Event is unlikely to occur or be sufficiently profitable to WTC whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Exhibit B); or (B) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race

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participants or other Event visitors; or

(ii) if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or

(iii) if Host causes, engages in, or permits any Ambush Marketing.

(c) Effects of Termination.

(i) Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.

(ii) If this Agreement is terminated by WTC under the terms of Section 13(a) or Section 13(b)(ii), all unpaid Host Venue Fee amounts will be immediately due and payable to WTC.

(iii) Except as provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.

14. Force Majeure; Cancellation due to Force Majeure.

(a) In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, pandemic, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("Force Majeure Event"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of the Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

(b) If a Force Majeure Event causes the Event to be cancelled and the Event cannot reasonably be rescheduled or relocated within the Venue then the total amount of the Host Venue Fee payable by Host will be reduced as follows, depending on when cancellation is announced to the general public:

Number of Days before the Race that the Event Cancellation (due to Force Majeure) is Announced	***Host Venue Fee to be reduced by:***
More than 60 days	90%
7 to 60 days	80%

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Less than 7 days	70%

For example: If cancellation of the Event (due to a Force Majeure Event) is announced 61 days before the Race, then the Host Venue Fee will instead be $50,000 (i.e., $500,000 reduced by 90%).

15. **Confidentiality.**

(a) Subject to applicable laws, during the Term and the 36-month period thereafter, each Party (the "Receiving Party") shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, any documents and/or materials labeled "confidential", any trade secrets, or any proprietary information owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, "Confidential Information").

(b) "Confidential Information" does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party's breach of any obligation owed to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by the prior written consent of the disclosing Party; (iv) became known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) was independently developed by the Receiving Party without breach of this Agreement.

(c) The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.

(d) The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, provided, however, that the Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees.

(e) The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.

(f) If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure

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that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

16. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of WTC, provided, however, that WTC hereby consents to any and all assignments and delegations that Host will from time to time make as necessary for purposes of providing the Host Support Services (e.g., inter-government agreements for municipal services, obtaining Approvals & Permits, etc.). Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

18. **Jurisdiction and Dispute Resolution.**

(a) Governing Law. Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either the United States District Court, Middle District of Florida, Tampa Division, or a Florida state court located in Hillsborough County, Florida (each, a "Tampa Court").

(b) Arbitration. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement ("Dispute"), and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree to settle the Dispute by arbitration administered by the American Arbitration Association ("AAA") whereby such Dispute shall be referred to a sole arbitrator selected by the Parties, or, if the parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Florida Arbitration Code. The venue of any such arbitration shall be solely in Tampa, Florida. Judgment on the award rendered by the arbitrator may be entered solely in a Tampa Court. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

(c) Enforcement. If either Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs (including,

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without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.

(d) Arbitration Charges. Each Party shall initially bear an equal share of the arbitrator's compensation and administrative charges of the arbitration and shall make deposits with the AAA of its share of the amounts requested by the AAA. Failure or refusal by a Party to timely pay its share of the deposits for the arbitrator(s)' compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the arbitrator of a Party's failure to pay its share of the deposits for the arbitrator's compensation and administrative charges for the purpose of implementing this provision will not be deemed to affect the arbitrator(s)' impartiality or ability to proceed with the arbitration.

(e) General. The requirement for arbitration will not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect on the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in any Tampa Court. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to arbitrate.

19. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

20. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to Host:

GREATER ZION CONVENTION & TOURISM OFFICE
20 N. Main Street #105
St. George, Utah 84770
Attention: Kevin Lewis, Director
Email: Kevin@GreaterZion.com

(Or to such other addresses as Host furnishes to WTC in writing in accordance with this Section)

If to WTC:

WORLD TRIATHLON CORPORATION
3407 W. Dr. Martin Luther King Jr. Blvd, Suite 100
Tampa, Florida 33607

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Attention: Chief Legal Officer
E-mail: Legal@ironman.com

(Or to such other address as WTC furnishes to Host in writing in accordance with this Section)

21. **Enforcement of Agreement.** Host hereby agrees to waive all defenses, if any, to enforcement of this Agreement that Host might otherwise have under the doctrine of sovereign immunity (or similar doctrine) in connection with any law, regulation, ordinance, decree, order, or any other source or authority.

22. **No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

23. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.

24. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in an manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in "portable document format" (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes

[*Signature page directly follows this page*]

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The Parties have executed this Agreement to be effective as of the Effective Date.

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO

HOST:

WASHINGTON COUNTY

By: _____
Name: GIL ALMQUIST
Title: WASHINGTON COUNTY COMMISSIONER CHAIR

[*Schedule of Exhibits to this Agreement follows this page*]

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SCHEDULE OF EXHIBITS

EXHIBIT A: Host Venue Fee

EXHIBIT B: Host Support Services

EXHIBIT C: Host Sponsorship Benefits

EXHIBIT D: Trademark Standards & Usage Guidelines

[*Exhibits to this Agreement follow this page*]

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EXHIBIT A

Host Venue Fee;
Wire Transfer Instructions

Host Venue Fee ($USD)	Payment Installments Due Dates
$500,000.00	**$250,000** due by February 1, 2022
	$250,000 due by May 21, 2022

Host Billing Contact Information:

Washington County:
Contact Name: Kevin Lewis
Email address: Kevin@GreaterZion.com
Telephone number: 435-986-3384

Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

Bank Name: Bank of America, NY NY
Routing Number: 026009593
Account Name: World Triathlon Corporation
Account Number: 898052297785
SWIFT Code: BOFAUS3N

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EXHIBIT B

Host Support Services

With respect to the Event, and at **no cost to WTC**, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

B-1. **Approvals & Permits.** To the extent it has the authority, right, power, ability, or legal jurisdiction to do so, Host shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or WTC of this Agreement, including without limitation the conducting of the Event, the Race, and the Expo, closures of roadways, use of amplified sound and music by WTC in connection with the Event, food vendors and contracted catering companies used for the Event, and Host's provision of the Host Support Services (collectively, the "Approvals & Permits"). Host shall ensure that, 180 days prior to the Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.).

B-2. **Coordination of Welcome Experience with Official Hotels**.

- Coordinate all accommodation partners & housing service for the Event
- Conduct pre-Event training with hotel staff to understand demographic of guests
- Coordinate welcome signage onsite
- Be responsible for Event information inventory at each Official Hotel

B-3. **Electrical Services & Equipment; Lighting**. Host shall provide a special event electricity system. Power hook-ups will be provided by certified technicians under the applicable construction code and regulations. To the extent lighting and electricity is already present at the Venue and available for use by Host, Host shall supply lighting and electricity for the Venue areas such as the transition area, swim, bike, and run courses, medical, and the finish area. To the extent such lighting and electricity is necessary for the Event but not already present at such sites (or is not available for use by Host), Host shall use commercially reasonable efforts to assist WTC in procuring such additional lighting and electricity.

B-4. **Hotel Rooms.** Host shall provide (or cause to be provided) to WTC four hundred (400) complimentary hotel room nights during the Event Period and fifty (50) complimentary hotel room nights prior to the Event Period (as reasonably requested by WTC), for WTC staff, at the official hotels for the Event (such official hotels to be mutually agreed upon by the Parties) (collectively, the "Official Hotels").

B-5. **Lead Agency.** Host shall serve as the "lead agency" to support the operational activities of the Event including but not limited to facility and venue acquisition, permitting, police and emergency services acquisition, parking acquisition, communications acquisition, local accommodations, travel, volunteer recruitment, media, public awareness, and advocacy.

B-6. **Medical Professionals and Ambulance Services**. Host shall ensure that ambulances will be distributed strategically at the Venue, transition area, celebration areas, along the Race Course route, and the Event medical areas. Host shall provide its official medical plan to WTC and shall

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provide a reasonable opportunity for WTC to review and comment on the official medical plan prior to the Event Period. Host shall provide a team of medical professionals, including a Medical Director, who will coordinate and implement such official medical plan. Host acknowledges that an Event medical team of approximately 100 certified medical professionals will be required for the Event. Host shall ensure that dedicated EMS units will be on hand to respond to emergency transport needs and the general public during the Event Period.

B-7. **No Construction**. Unless reasonably required and unavoidable, Host shall not begin, permit, and/or effect any structural, engineering, beautification, or related works occurring during the Event Period.

B-8. **Notifications**. All local residents and businesses within the Venue that are impacted by the Event must be properly notified by the Host. This includes the effects of road closures, traffic advisories, etc.

B-9. **Parking and Shuttle Services**. Host shall provide (or cause to be provided) satellite parking lots outside the operations perimeter with parking lot attendants. Host shall, as necessary for the Event, provide (or cause to be provided) dedicated Race day shuttle buses to transport athletes and spectators in and around the Venue.

B-10. **Police and Emergency Services**. Host shall ensure that Police will command and ensure all emergency services (police, fire and ambulance) needed to maintain public safety. A special command post will be temporarily installed on the site, bringing together all three emergency services (police, fire and ambulance), private security, volunteer security personnel and communications. Host acknowledges and agrees that, throughout the course of the Event Period, Host will be responsible for providing approximately two hundred (200) police officers for purposes traffic control, road closures, crowd control and security during the Event Period.

B-11. **Race Course Exclusivity and Condition**. Host shall ensure that, as necessary to conduct the Race, the Race Course route is closed to the public during the Race and for a reasonable period before and after the Race, and, subject to reasonable exceptions, is made exclusively available to WTC during such periods. Host shall ensure that all Race Course routes are in good condition during the Event Period.

B-12. **Street Cleaning**. Host shall be responsible for sweeping and cleaning up all streets and other Event-related areas prior to, during, and after the Event.

B-13. **Swim Ingress/Egress**. Host shall ensure that there is safe and adequate ingress/egress for the swim portion of the Race. Host shall provide all water safety assets and personnel services required for a safe swim course including, without limitation, all tents, lifeguards, paddleboards, kayaks, PWCs, and motorized boats. Host shall pay and/or waive all access fees in connection with the swim portion of the Event including, without limitation, all site fees, visitor fees, park rentals, and all other fees related to use or access to the swim area facilities and amenities within the Venue.

B-14. **Terrorism and Counterterrorism Measures.** To the extent such measures are required by law or to the extent such measures are deemed necessary by local law enforcement (e.g., for the safety of the Event participants and spectators), Host shall be responsible for any and all costs for counterterrorism measures required in connection with the Event, including, without limitation,

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anti-terrorism personnel, equipment (e.g., suppression vehicles, jersey barriers, surveillance, etc.), and services.

B-15. **Top Overall Female & Male Finisher Award.** Host shall provide a high-quality individually customized award to the top overall female and top overall male winner of the Race (the "Top Finisher Award"). The intent of the Top Finisher Award is to reward the top finishers with a special keepsake to remember the Event and, as such, the unique design of the Top Finisher Award should represent and be symbolic to the Venue and the Event. Upon Host's request, WTC shall advise Host regarding the Top Finisher Award and, also, shall provide to Host illustrations of top finisher awards given by other hosts of previous IRONMAN® Championship events.

B-16. **Traffic Control and Services**. In consultation with WTC, Host shall develop a road closure and traffic management plan that guarantees a safe course for athletes and reduces impact on local residents. Host shall provide all traffic devices, engineering diagrams, and plans to assure maximum road safety in partnership with local and state police services. Host shall provide all variable message boards, barricades, cones for traffic control, special event traffic signage and parking signs, temporary traffic light system, and traffic control vehicles equipped with yellow arrows.

B-17. **VIP Experience.** With respect to VIP spectators attending the Event, Host shall work with WTC to ensure a memorable experience including securing and ensuring the exclusive use of mutually agreed upon venues for the duration of the Event (with certain mutually agreed upon venues being made available at least one (1) week prior to the Event).

B-18. **Volunteer Recruitment**. Host shall be responsible for assisting WTC with the recruitment of a minimum of 3,000 experienced Event volunteers who will, throughout the course of the Event, participate in volunteer activities in connection with the Event.

B-19. **Volunteer Banquet**. Host shall provide a volunteer banquet to include food and beverage catering for 3,000 attendees and all other aspects of the function (e.g., including without limitation, venue, lighting, tables, chairs, stage, entertainment, etc.).

B-20. **Waste Management Services.** Host shall maintain and ensure a clean environment at all times on its properties. Adjustments will be put in place according to the needs of WTC. Recycle containers, garbage units, large units for disposal, transportation, and manpower will be provided by Host. Host shall cause all trash bagged at aid stations within city limits to be removed by city/county services.

B-21. **Venues/Facilities**. During the Event Period and as necessary to accommodate the Event-related functions, Host shall provide the following venues, facilities, and/or spaces (as applicable):

EVENT / FUNCTION	VENUE	DATE IN	DATE OUT	DATE
Welcome Banquet*	Dixie Center Exhibition Hall + Ballroom + Suites + Garden Room	Sunday, May 1	Tuesday, May 10	Thursday, May 5
Andrew's Toast	Dixie Center - layout/location TBD	Sunday, May 8	Sunday, May 8	Sunday, May 8
Athlete Meeting (Age Group)	Dixie Center Exhibition Hall immediately after Welcome Banquet	Sunday, May 1	Tuesday, May 10	Thursday, May 5

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EVENT / FUNCTION	VENUE	DATE IN	DATE OUT	DATE
Awards*	Dixie Center Exhibition Hall + Suites	Sunday, May 1	Tuesday, May 10	Sunday, May 8
Banquet Meeting Space - Crew Meeting Space	Dixie Center - Sunbrook room A	Sunday, May 1	Tuesday, May 10	Sunday, May 1 - Tuesday, May 10
Banquet Meeting Space - Green Room	Dixie Center - Sunbrook room B	Sunday, May 1	Tuesday, May 10	Thursday, May 5 & Sunday, May 8
Banquet Meeting Space - Storage	Dixie Center - Sunbrook room C	Sunday, May 1	Tuesday, May 10	Sunday, May 1 - Tuesday, May 10
Dressing Room	Dixie Center - existing dressing room	Sunday, May 1	Sunday, May 8	Thursday, May 5 & Sunday, May 8
Banquet Video Production Meeting / Editing Space	TBD	Monday, May 2	Sunday, May 8	Thursday, May 5 & Sunday, May 8
COVID SAFETY OFFICER TEST SITE	TBD	TBD	TBD	TBD
SHARED: Executive Meeting Space + Sales and Partner Meeting Space	Tourism Office Conference Room (Capacity 12-15)	Monday, May 2	Saturday, May 7	Monday, May 2 - Sunday, May 8
Athlete Meeting - German**	Dixie Center Entrada Ballroom	Thursday, May 5	Thursday, May 5	Thursday, May 5
Pre-Race Press Conferences --	Electric Theater	Thursday, May 5	Thursday, May 5	Thursday, May 5
Pro Athlete Meeting - Male & Female**	Electric Theater	Thursday, May 5	Thursday, May 5	Thursday, May 5
Athlete Meeting - Spanish**	Dixie Center Entrada Ballroom	Thursday, May 5	Thursday, May 5	Thursday, May 5
Athlete Meeting - French**	Dixie Center Entrada Ballroom	Thursday, May 5	Thursday, May 5	Thursday, May 5
Athlete Meeting - Japanese**	Dixie Center Entrada Ballroom	Thursday, May 5	Thursday, May 5	Thursday, May 5
Athlete Meeting - Chinese**	Dixie Center Entrada Ballroom	Thursday, May 5	Thursday, May 5	Thursday, May 5
Post-Race Press Conferences (Women + Men)	Stairs overlooking IM Village - Town Square	Saturday, May 7	Saturday, May 7	Saturday, May 7
Credentials	TBD	Saturday, April 30	Saturday, May 7	Wednesday, May 4 - Friday, May 6
Media Center	TBD	Saturday, April 30	Saturday, May 7	Wednesday, May 4 - Friday, May 6
VIP - Race Week	TBD	Saturday, April 30	Saturday, May 7	Wednesday, May 4 - Friday, May 6
VIP - Breakfast Race Morning	Town Square Experience	Saturday, May 7	Saturday, May 7	Saturday, May 7
EVENT / FUNCTION	**VENUE**	**DATE IN**	**DATE OUT**	**DATE**
VIP - Finish Line	Main Street at Finish Line	Saturday, May 7	Saturday, May 7	Saturday, May 7
IRONMAN Village / Expo	Town Square	Friday, April 29	Sunday, May 8	Wednesday, May 4- Sunday, May 8

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Merchandise	Town Square	Friday, April 29	Sunday, May 8	Wednesday, May 4- Sunday, May 8
Registration / Athlete Check-in	Town Square	Saturday, April 30	Friday, May 6	Tuesday, May 3 - Thursday, May 5
Pro Lounge - Race Day	Children's Museum - upstairs	Thursday, May 5	Saturday, May 7	Saturday, May 7
Doping Control	Children's Museum - upper loft area	Thursday, May 5	Saturday, May 7	Saturday, May 7
World Championship Team Meeting Space	TBD	Saturday, April 30	Monday, May 9	Sunday, April 30 - Monday, May 9
Banquet Video Production Meeting / Editing Space	TBD	Tuesday, May 3	Saturday, May 7	Saturday, May 7
Production / IRONMANLive	TBD	Tuesday, May 3	Friday, May 6	Saturday, May 7
Production / IRONMANLive / TV Interviews	TBD	Tuesday, May 3	Tuesday, May 10	Tuesday, May 3- Tuesday, May 10
Side Event - AWA Breakfast	Dixie Center Garden Room	Wednesday, May 4	Wednesday, May 4	Wednesday, May 4
Side Event - Community, Coffee + Donuts powered by Women for Tri	Dixie Center Garden Room	Thursday, May 5	Thursday, May 5	Thursday, May 5

EVENT / FUNCTION	VENUE	DATE IN	DATE OUT	DATE
Special Event - Swim Opening Ceremony (Female + Male)	Sand Hollow	Saturday, May 7	Saturday, May 7	Saturday, May 7
Special Event - IRONKIDS / Keiki Run	Town Square	Friday, May 6	Friday, May 6	Friday, May 6
Special Event - Fun Run	Town Square	Thursday, May 5	Thursday, May 5	Thursday, May 5
Special Event - Practice Swim(s)	Sand Hollow	Wednesday, May 4	Thursday, May 5	May 4-5
Special Event - Parade of Nations	Town Square	Thursday, May 5	Thursday, May 5	Thursday, May 5
Hoala Swim	Sand Hollow	Sunday, May 1	Sunday, May 1	Sunday, May 1
Heroes of Hawaii Event (name tbd)	Dixie Center Exhibition Hall	Monday, May 2	Monday, May 2	Monday, May 2
Irongents	Dixie Center - Room TBD	Monday, May 2	Monday, May 2	Monday, May 2
Mahalo Party*	Dixie Center Exhibition Hall	Sunday, May 1	Tuesday, May 10	Monday, May 9
Master Womens Breakfast	Dixie Center - Room TBD	TBD	TBD	Wednesday, May 4
Legends Event (POTENTIAL NEW EVENT)	Dixie Center - Room TBD	TBD	TBD	DATE - TBD
Age Group Awards	Town Square	TBD	TBD	Sunday, May 8 (Time TBD)

** Large banquets*

*** Foreign Athlete Meetings to take place in same location at different times.*

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EXHIBIT C

Host Sponsorship Benefits

C-1. With respect to the Event, WTC shall provide (or cause to be provided) to the **City of St. George** (the "City") the following sponsorship benefits:

(a) **Designation**. The right to designate the City as the "Official Sponsor of 2021 IRONMAN World Championship" in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to pre-approval by WTC.

(b) **Social Media**. The right to provide City-related content to WTC to be integrated into the Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the City's sponsorship.

(c) **Event-Specific Email Inclusion**. The City may provide City-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the City's logo, with a link to the City's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Hospitality Passes**. Twenty-five (25) complimentary sponsor hospitality passes for the Event for use by the City's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(f) **Snow Fencing**. Six hundred feet (600') of City-branded snow fencing, paid for and provided by the City, for placement by WTC at the Venue.

(g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the City's sponsorship of the Event, periodically during the Expo and during the Race at the Venue. The City shall provide the content of such announcements to WTC reasonably in advance.

(h) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(i) **Expo**. The right to use a 10' x 10' space in the Expo at the Event, which Expo space may be used by the City to promote its products and services, provided that the City complies with WTC's Expo rules and regulations.

(j) **Athlete Kit Inserts**. The right to provide City-branded items (such as coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete Race kits, volunteer kits, and media kits at the Event.

C-2. With respect to the Event, WTC shall provide (or cause to be provided) to the **Greater Zion Convention & Tourism Office** (the "Convention & Tourism Office") the following sponsorship benefits:

(a) **Designation**. The right to designate the Convention & Tourism Office as the "Official Sponsor of

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2021 IRONMAN World Championship" in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to pre-approval by WTC.

(b) **Social Media**. The right to provide Convention & Tourism Office-related content to WTC to be integrated into the Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the Convention & Tourism Office's sponsorship.

(c) **Event-Specific Email Inclusion**. The Convention & Tourism Office may provide Convention & Tourism Office-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the Convention & Tourism Office's logo, with a link to the Convention & Tourism Office's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Hospitality Passes**. Seventy-five (75) complimentary sponsor hospitality passes for the Event for use by the Convention & Tourism Office's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(f) **Snow Fencing**. Six hundred feet (600') of Convention & Tourism Office-branded snow fencing, paid for and provided by the Convention & Tourism Office, for placement by WTC at the Venue.

(g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the Convention & Tourism Office's sponsorship of the Event, periodically during the Expo and on race day at the Venue. The Tourism Office shall provide the content of such announcements to WTC reasonably in advance.

(h) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(i) **Expo**. The right to use Expo space, provided that the Convention & Tourism Office complies with WTC's Expo rules and regulations. The size of the Tourism Office's Expo booths are as follows: (i) A 10' x 10' space in the Expo for discretionary use; (ii) A 10' x 20' space for sign making; and (iii) A 10' x 10' space for athlete surveys in the registration area at the Event.

(j) **Athlete Kit Inserts**. The right to provide Convention & Tourism Office-branded items (such as coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete race kits, volunteer kits, and media kits at the Event.

(k) **Complimentary Race Entries.**

(i) *Grant of Entries*. Three (3) complimentary race entries for the Event (i.e., to participate as an age-group athlete in such races) for use subject to the terms of this Agreement (collectively, the "Entries").

(ii) *Requirements*. The Entries must be for the Convention & Tourism Office's internal use only, such as awards in employee contests, competitions, etc.; Convention & Tourism Office shall not provide any of the Entries to individuals who are not employees or representatives of the Convention & Tourism Office. The Entries cannot, without WTC's

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prior written approval, be advertised or marketed as a "gift with purchase" or otherwise offered for sale. Convention & Tourism Office shall not hold itself out, represent, or imply, to any recipient (each, an "Athlete") of any of the Entries, or to any other third party, that Convention & Tourism Office represents or is an agent of WTC or that WTC endorses Convention & Tourism Office or any of its products or services (except to the extent expressly set forth herein).

(iii) *Procedure.* Convention & Tourism Office shall provide to WTC the name and email address for each Athlete at least sixty (60) days prior to the applicable race, and inform the Athletes (and anyone else to whom any Entries are offered) of the following requirements:

(A) No Entry may be sold, assigned, or otherwise transferred by any Athlete (or by anyone else after distribution by Convention & Tourism Office);

(B) WTC will email online registration instructions to the Athletes;

(C) Each Entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for Entry in such race in a later year;

(D) Athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the Entry will be null and void, without any refund right or any other right to compensation or reimbursement; and

(E) Athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

(iv) *Other Requirements.* The use of the Entry is conditioned upon the applicable Athlete first satisfying the Qualifying Requirements. "Qualifying Requirements" means the Athlete must (i) in 2021 or 2022 compete in at least one WTC -owned or WTC-licensed IRONMAN® or IRONMAN 70.3® -branded race prior to March 15, 2022, and (ii) finish such qualifying race within the stated cut-off time for such race (cut-off times can be found in the athlete FAQ section of the applicable race-specific website). The Athlete shall be solely responsible for any and all costs associated with the Qualifying Requirements, including, without limitation, the standard entry fee for the applicable qualifying race.

(v) *Certain Limitations.* WTC reserves the right to deny, for good cause, the use by any specific individual(s) of any Entries (in the event of any such denial, Convention & Tourism Office shall be permitted to substitute individuals reasonably acceptable to WTC to use such Entries). Without limiting the immediately preceding sentence, Convention & Tourism Office shall not provide any Entries to any person: (i) with a material relationship with any event organization or company that is a competitor of WTC; (ii) who is a member of the Ironman Pro Membership program or is otherwise a professional triathlete; or (iii) who is currently banned from competing in any WTC race (whether for violation of anti-doping rules, or otherwise).

C-3. With respect to the Event and in addition to the sponsorship benefits above, WTC shall provide to the City and the Convention & Tourism Office (collectively, the "Host Parties") the following sponsorship benefits:

(a) **License of Event Photos & Videos.** Subject to the terms of this Agreement and unless otherwise agreed to by the Parties in writing, during the Term and subject to any third-party intellectual property rights therein, the Host Parties shall have a limited, non-exclusive license (a "Limited License") to use (i) any of the WTC-owned photographs of the Event as may be provided to the

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Host Parties by WTC (the "WTC Photos") and (ii) any photographs and/or video of the Event produced by Host (the "Host-Produced Photos & Videos") provided that:

(i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Event;

(ii) Such use complies fully with all guidelines of WTC's Media and Television departments, including, without limitation, inclusion of proper copyright and attribution notices;

(iii) The Host Parties may use the WTC Photos and/or Host-Produced Photos & Videos in vacation planners, marketing brochures and on the Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties use the WTC Photos or the Host-Produced Photos & Videos in connection with any merchandise, products, or services;

(iv) Upon WTC's request the Host Parties shall immediately discontinue use of any WTC Photos and/or Host-Produced Photos & Videos;

(v) The WTC Photos and Host-Produced Photos & Videos are, and shall remain, the property of WTC. Any and all rights in, to, or under the WTC Photos and Host-Produced Photos & Videos shall enure solely to the benefit of WTC; and

(vi) The Host Parties shall not transfer or assign the Limited License or sub-license any of the WTC Photos or the Host-Produced Photos & Videos.

(b) **License of Event Logo**. During the Term, the Host Parties shall have a limited, non-exclusive license (the "License") to use the Event Logos, provided that:

(i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Event;

(ii) Such use complies fully with the terms of this Agreement, including without limitation, the Trademark Standards and Usage Guidelines contained in Exhibit D;

(iii) The Host Parties may use the Event Logos in vacation planners, marketing brochures and on Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties sell or produce any IRONMAN-branded or Event-branded merchandise, products, or services;

(iv) The Event Logos are, and shall remain, the property of WTC, and any and all rights in, to, or under the Event Logos, or any copyrights or other intellectual property of WTC, shall enure solely to the benefit of WTC;

(v) The Host Parties shall not transfer or assign the License or sub-license any of the Event Logos; and

(vi) The License expires immediately upon expiration or earlier termination of this Agreement, provided, however, that following the Term the Host Parties shall be entitled to continue to use the Event Logos for historical purposes (e.g., to make reference to the Event and their sponsorship of the Event and to showcase that they are capable of hosting large scale events).

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EXHIBIT D

Trademark Standards & Usage Guidelines: Event-Specific Logo

Sample Event Logo

The Event will feature one or more IRONMAN® World Championship -branded logos customized by WTC for the Event (each, an "Event Logo"). WTC will design, create, and provide each Event Logo.

WTC may elect to, from time to time, modify the Event Logo by adding the name of a "title" sponsor or "presenting" sponsor to such logo.

General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC's intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with the Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

IRONMAN® is a registered trademark of World Triathlon Corporation. Used herein by permission.

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host's obligations, or exercising its rights, under this Agreement;

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- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the license or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

Improper Uses of the Trademark "IRONMAN®"

- IRONMAN® must be a single word, never hyphenated, and never capitalized as "IronMan".
- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "Ironman distance" or "Iron distance").
- IRONMAN® should never be abbreviated as "IM."
- Stand-alone references to "an IRONMAN" are improper. Please add "triathlon" to such phrase (e.g., "an IRONMAN® triathlon").
- Do not use "iron" (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., "ironwoman", "ironfamily", or "ironmate"), as two separate words (e.g., "iron woman", "iron family", or "iron mate"), or as a hyphenated word (e.g., "iron-woman", "iron-family", or "iron-mate"). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

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Intermountain Healthcare
IRONMAN
ST.GEORGE UTAH
NORTH AMERICAN CHAMPIONSHIP

SECOND AMENDMENT

to

HOST VENUE AGREEMENT

This SECOND AMENDMENT TO THE HOST VENUE AGREEMENT (this "Second Amendment") is effective as of December ___, 2021 (the "Second Amendment Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"), and **WASHINGTON COUNTY**, a political subdivision of the State of Utah ("Host").

RECITALS

A. This Second Amendment amends that certain HOST VENUE AGREEMENT, effective as May 3, 2019, between WTC and Host, as amended by that certain as amended by that certain FIRST AMENDMENT TO HOST VENUE AGREEMENT, effective as of October 6, 2020 (collectively, the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Whereas the Parties acknowledge that the 2022 Event (scheduled for May 7, 2022) will not occur and will instead be replaced with the 2021 IRONMAN® WORLD CHAMPIONSHIP triathlon event (which the terms of such event will be governed by that certain HOST VENUE AGREEMENT between the Parties effective as of December ___, 2021.

The Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. **Section B** of the Recitals of the Agreement is hereby deleted in its entirety and replaced with the following:

> B. Subject to the terms of this Agreement, Host desires to have WTC conduct in and around St. George, Utah (the "Venue"), and WTC desires to conduct in and around the Venue, the IRONMAN® North American Championship triathlon race in 2024 and the IRONMAN® 70.3® North American Championship triathlon race in years 2021, 2023, and 2025.

2. **Section 1(a)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (a) Authorization; Ownership. Host authorizes WTC to prepare and conduct the 140.6 Events and the 70.3 Events (as such terms are defined below (each, an "Event" and collectively, the "Events") in and around the Venue in years 2021, 2023, 2024, and 2025 (each, a "Race Year" and collectively, the "Race Years"). WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race (as defined below.)

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3. **Section 1(b)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (b) North American Championship Races.
>
> (i) IRONMAN® 70.3® - 70.3 Events. **Solely with respect to the 2021, 2023 and 2025 Race Years,** WTC shall be responsible for operating, in and around the Venue, an IRONMAN® 70.3®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2 mile swim, 56 mile bicycle ride, and 13.1 mile run) (the "70.3 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 70.3 Race and any additional races added under Section 1(f), a "70.3 Event").
>
> (ii) IRONMAN® - 140.6 Events. **Solely with respect to the 2024 Race Year**, WTC shall be responsible for operating, in and around the Venue, an IRONMAN®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 2.4 mile swim, 112 mile bicycle ride, and 26.2 mile run) (the "140.6 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 140.6 Race and any additional races added under Section 1(f), a "140.6 Event").

4. **Section 1(d)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (d) Race Dates. Subject to the terms of this Agreement and unless otherwise mutually agreed upon in writing by the Parties, the 70.3 Races and the 140.6 Race (each, a "Race" and collectively, the "Races") will, as applicable for the Race Year, be held annually on the following dates (the "Race Dates"):

IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP – ST. GEORGE	
Race Year	70.3 Race Date
2021	May 1, 2021
2023	May 6, 2023
2025	May 3, 2025

IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE	
Race Year	140.6 Race Date
2024	May 4, 2024

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5. **Section 2** of the Agreement is hereby deleted in its entirety and replaced with the following:

> **2. Term of Agreement.**
>
> (a) This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2025 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").
>
> (b) During the first three (3) months of 2025, the Parties shall discuss in good faith whether they desire to renew this Agreement beyond the Term (the "Renewal Period"). The Parties agree to decide by March 31, 2025 (the "Decision Date") whether or not to extend the Agreement for the Renewal Period, which decision must include whether or not the Parties desire for (i) future IRONMAN® 70.3®-branded events taking place at the Venue to be designated as the IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP and (ii) future IRONMAN®-branded events taking place at the Venue to be designated as the IRONMAN® NORTH AMERICAN CHAMPIONSHIP. If, prior to the Decision Date, the Parties mutually agree to terms for a Renewal Period then the Parties shall, prior to or on the Decision Date, execute a memo of understanding indicating the parameters of such Renewal Period. Such mutually agreed upon Renewal Period, if any, will be effective only if set forth in a separate, definitive written agreement signed by the Parties. Nothing in this subsection (b) creates any obligation on either Party to renew this Agreement, to extend the Term, or to enter into any other agreement.

6. **Section 5(e)(i)** of the Agreement is hereby deleted in its entirety and replaced with the following:

> (i) Annual Donations.
>
> (A) In connection with each 140.6 Event that takes place during the Term (*i.e.*, the 2024 Event), WTC shall donate, or cause to be donated, a minimum of **$50,000.00** to one or more local non-for-profit organizations in the Washington County, Utah area (the "140.6 Event Donations").
>
> (B) In connection with each 70.3 Event that takes place during the Term (*i.e.*, the 2021, 2023, and 2025 Events), WTC shall donate, or cause to be donated, a minimum of **$25,000.00** to one or

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more local non-for-profit organizations in the Washington County, Utah area (the "70.3 Event Donations" and together with the 140.6 Event Donations, the "Annual Donations").

7. **Section 5(i)(ii)(B)** of the Agreement is hereby deleted in its entirety and replaced with the following:

(B) Pro Slots. With respect to certain eligible top professional finishers of the 140.6 Race, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN World Championship ("Kona Pro Championship Slots"). The number of Kona Pro Championship Slots applicable to the 2024 140.6 Race will be determined by WTC in its sole discretion.

8. The table of Annual Payments set forth in **Exhibit A** of the Agreement is hereby deleted in its entirety and replaced with the following:

Regarding the Event for Race Year	Annual Payment to be paid to WTC ($USD)	Annual Payment Installment Due Dates	Invoice Details*
2020**	**N/A****	**N/A****	**N/A****
2021	**$200,000.00**	**$150,000** due on February 1, 2021	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2021	**$50,000** to be invoiced to Utah Sports Commission
2022	**N/A**	**N/A**	**N/A**
2023	**$200,000.00**	**$150,000** due on February 1, 2023	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission

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		$50,000 due on June 1, 2023	**$50,000** to be invoiced to Utah Sports Commission
2024	**$350,000.00**	**$250,000** due on February 1, 2024	**$100,000** to be invoiced to Washington County
			$150,000 to be invoiced to Utah Sports Commission
		$100,000 due on June 1, 2024	**$100,000** to be invoiced to Utah Sports Commission
2025	**$200,000.00**	**$150,000** due on February 1, 2025	**$100,000** to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2025	**$50,000** to be invoiced to Utah Sports Commission

***Host Billing Contact Information**

Washington County
Contact name: Kevin Lewis
Email address: Kevin@GreaterZion.com
Telephone number: (435) 986-3384

Utah Sports Commission
Contact name: Jeff Robbins
Email address: jrobbins@utahsportscommission.com
Telephone number: (801) 328-2335

****Due to global health concerns related to the COVID-19 pandemic and solely with respect to the 2020 Event, WTC hereby waives its right to collect the Annual Payment from Host and agrees to apply any amounts paid by Host for the 2020 Event, if any, towards the 2021 Annual Payment.**

OTHER PROVISIONS

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9. **No Other Changes**. Except as expressly provided in this Second Amendment, the Agreement is not otherwise amended, modified, or affected by this Second Amendment, and all other terms of the Agreement remain unchanged and in full force and effect.

10. **Miscellaneous**. The Agreement, as amended by this Second Amendment, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, arrangements, and understandings, written or oral, between or among the Parties, except as may be specifically provided herein. No modifications, amendments, cancellations, renewals, or extensions of or to this Second Amendment or the Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing and signed by both Parties. This Second Amendment will be binding upon, and enure to the benefit of, the Parties and their respective successors and assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under the Agreement or this Second Amendment. This Second Amendment may be executed in counterparts, each of which will be deemed an original binding document and all of which will constitute one and the same instrument. An electronic (e.g., PDF) or facsimile copy of the executed this Second Amendment or counterpart hereof will be deemed, and will have the same legal force and effect as, an original document.

This Second Amendment has been executed and delivered by each Party's duly authorized representative as of the Second Amendment Date.

HOST:

WASHINGTON COUNTY

By: _____
Name: GIL ALMQUIST
Title: WASHINGTON COUNTY COMMISIONER CHAIR

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO

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RESOLUTION NO. R-2021-2874

A RESOLUTION APPROVING A NEW HOST VENUE IRONMAN AGREEMENT REPLACING THE IRONMAN 70.3 NORTH AMERICA CHAMPIONSHIP WITH THE IRONMAN WORLD CHAMPIONSHIP.

WHEREAS, Washington County has hosted IRONMAN branded triathlon events for over ten years;

WHEREAS, IRONMAN Events have brought more than $100 million in positive economic impact to local businesses and communities in Washington County;

WHEREAS, Washington County and World Triathlon Corporation ("WTC") entered into an agreement on May 3, 2019 for Washington County to host IRONMAN races for another five year term ("Agreement");

WHEREAS, in consideration of global travel restrictions and other challenges associated with the COVID-19 pandemic, the Parties wish to into a new agreement to reflect necessary adjustments so that WTC can hold a 2021 IRONMAN World Championship Event;

WHEREAS, the Parties have negotiated the attached ("Agreement") which replaces the IRONMAN 70.3 North America Championship schedule in the spring of 2022 with the IRONMAN World Championship, to be hosted from April 30, 2022 through May 8, 2022;

WHEREAS, it is in the best interest of Washington County that the attached agreements be approved and executed; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WASHINGTON COUNTY, UTAH, that the attached Revised Agreements World Triathlon Corporation are approved and shall be executed.

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON THE 7TH DAY OF DECEMBER, 2021.

(Signature block on following page.)

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WASHINGTON COUNTY

GIL ALMQUIST, Chair
Washington County Commission

ATTEST:

Susan Lewis
Washington County Clerk-Auditor

Commissioner Almquist voted Aye
Commissioner Iverson voted Aye
Commissioner Snow voted Aye

Approved as to Form:

Deputy Washington County Attorney

HURRICANE CITY
UTAH

STAFF COMMENTS

Ordinance 2022-12: Consideration and possible approval of a **Land Code Use Amendment to Title 10, Chapter 15, regarding Planned Commercial development standards**

Discussion:
Hurricane City's General Plan recommends that City update the Planned Commercial code to encourage mixed-use developments, and provide greater regulations to ensure the City accomplishes the goals listed within the General Plan with the ordinance (see attached presentation for more information). There are two versions that have been uploaded for the City Council to review. Planned Commercial A was recommended by the Planning Commission and breaks down the mix by the square foot of the building, while Planned Commercial B, recommended by a few property owners in town, which breaks down the mix-use by total area. Staff included both to allow the Council to fully review both options. The Planning Commission's recommendation reflects the desire to have more substantial commercial footprint on the property.

Staff will give a full review of the ordinance and the proposed changes within the meeting.

Findings:

Recommendation:
Staff recommends that the City Council continue the item to allow for time for each City Councilmember to review the ordinance before approval.

Attachments:
1. PC Picture 1
2. Public Comment Picture 2
3. Public Comment Picture 4
4. Public Comment Picture 5
5. Commercial Use Table
6. JUC Summary
7. Mix Use Sheet
8. Planned Commercial (1)
9. Planned Commercial Zone A- Planning Commission Recomdation
10. Planned Commercial Zone B- Property Owner Recomendation
11. Planned Commercial
12. Commercial Use Table(1)
13. Hurricane PC Zone Amendment
14. PC Picture 1

15. Public Comment Picture 2
16. Public Comment Picture 3
17. Public Comment Picture 4
18. Public Comment Picture 5
19. Public Comment
20. 2021-12-01_Altitude Lofts Condominiums_LIP
21. Objections and concerns for proposed plan commercial Restructure
22. Sky Mtn_Prelim Site Plan App 4.1.22
23. Sky Mtn_Zone Change App 4.1.22
24. Sky Mtn_Zoning Map
25. 2022-04-01-UTILITY PLAN-pdf
26. Hurricane Sky Mountain Townhomes Site Plan 220229

GOOD
BURGER
Royal Thai
Cuisine
Tropical CAFE
RISE
DESERT
HILLS
CRUX

4.78 acres = 208,216 sq ft
30,614 sq ft buildings 14.7%
E BRIGHAM RD
E THUNDER RD
922 E 3A
922 E Unit 3B
922 E 3A
922 E Suite 2B
922 E 2C
922 E 4D
922 E 4C
922 E 4A
922 E 5B
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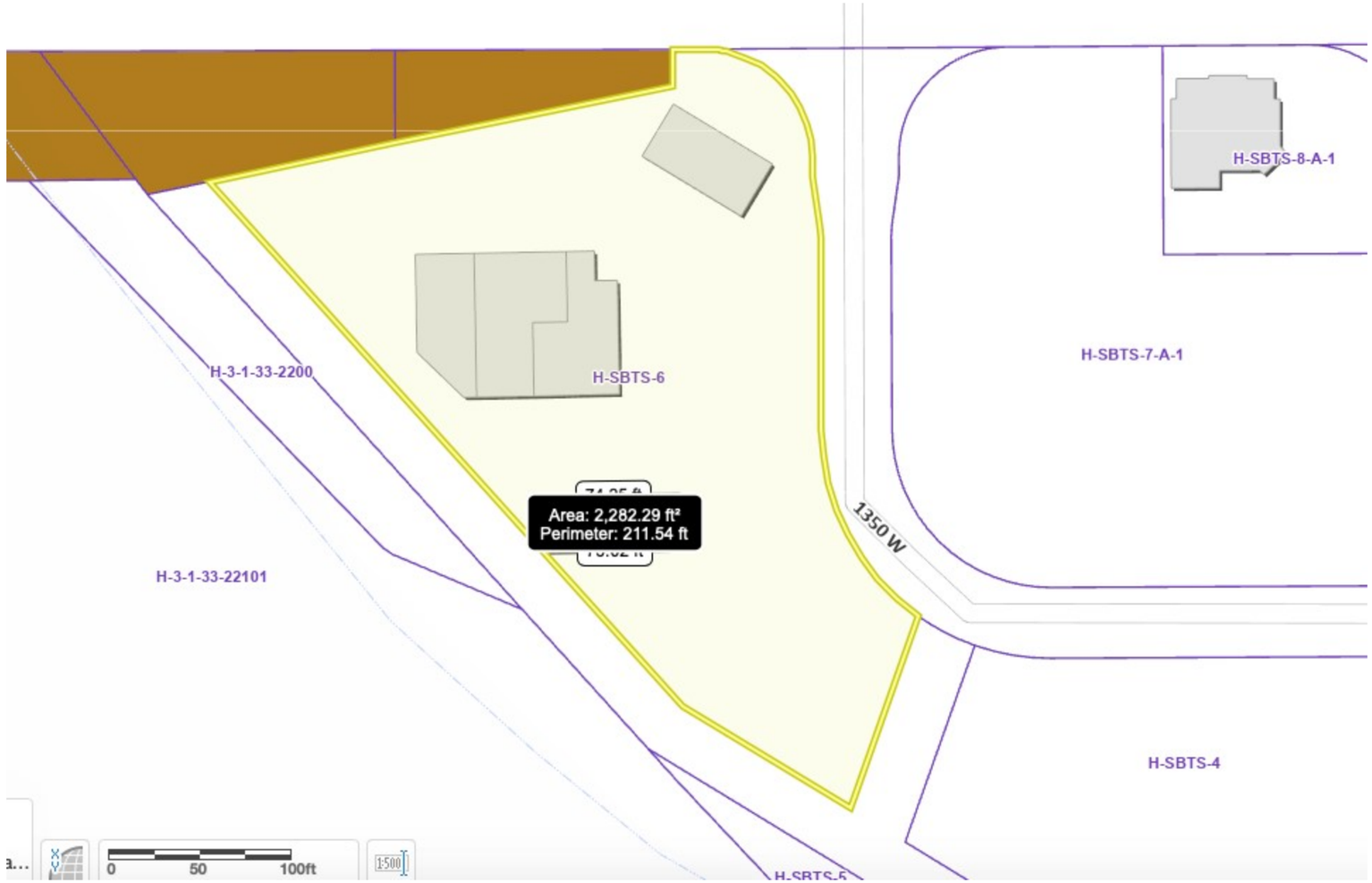
H-SBTS-8-A-1
H-SBTS-7-A-1
H-3-1-33-2200
H-SBTS-6
Area: 2,282.29 ft²
Perimeter: 211.54 ft
1350 W
H-3-1-33-22101
H-SBTS-4
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50
100ft
1:500

Tropical CAFE
DRIVE THRU
Tropical CAFE
MY COUTURE
NAIL SALON
SPA
BEDS 4 LESS
PEDICURE
MANICURE
© 2021 Google

	Zones			
Use	NC	GC	HC	PC
Residential uses:				
Building, accessory	P	N	N	P
Dwelling, multiple-family4	N	N	N	P
Dwelling, single-family4	N	N	N	P
Dwelling, temporary	N	N	N	N
Dwelling, two-family4	N	N	N	P
Manufactured home	N	N	N	N
Manufactured/mobile home	N	N	N	N
Protective housing facility	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P
Residential facility for elderly	P	N	N	P
Residential facility for persons	P	N	N	P
Residential facility for troubled	N	N	N	N
Transitional housing facility	N	N	N	N
Public and civic uses:				
Auditorium or stadium	N	P	P	P
Bus terminal	N	P	P	P
Cemetery	P	P	P	P
Church or place of worship	P	P	P	P
Club or service organization	P	P	P	P
Convalescent care facility	N	P	P	P
Cultural service	P	P	P	P
Golf course	P	P	P	P
Government service	N	P	P	P
Hospital	N	P	P	P
Operations center	N	P	P	P
Park	P	P	P	P
Post office	P	P	P	P
Protective service	P	P	P	P
Reception center	C	P	P	P
Utility, major3	N	N	N	C
Utility, minor3	P	P	P	P
Utility substation3	P	P	P	P
Commercial uses:				
Agricultural sales and service	N	P	P	P
Animal hospital	P	P	P	P
Bail bond service	N	P	P	P
Bank or financial institution	P	P	P	P
Bed and breakfast, home	N	N	N	N

Bed and breakfast inn	P	P	P	P
Business equipment rental,	P	P	P	P
Car wash	P	P	P	P
Club, private	N	P	P	P
Construction sales and service	N	P	P	N
Convenience store	P	P	P	P
Family child daycare facility2	P	N	N	N
Family child group daycare	P	N	N	N
Family child residential	P	N	N	N
Family childcare center	P	P	P	P
Funeral home	N	P	P	P
Garden center	P	P	P	P
Gas and fuel, storage and	N	N	C	N
Gasoline service station	P	P	P	P
Hostel	N	P	P	P
Hotel	N	P	P	P
Kennel	C	P	C	C
Kennel, residential	P	N	N	N
Laundry or dry cleaning, limited	P	P	P	P
Liquor store	N	P	P	P
Media service	P	P	P	P
Medical or dental laboratory	N	P	P	P
Medical service	P	P	P	P
Motel	N	P	P	P
Office, general	P	P	P	P
Parking garage, public	N	P	P	P
Parking lot, public	N	P	P	P
Pawnshop	N	N	P	P
Personal care service	P	P	P	P
Personal instruction service	P	P	P	P
Printing and copying, limited	P	P	P	P
Printing, general	N	P	P	P
Produce stand	P	P	P	N
Recreation and entertainment,	P	P	P	P
Recreation and entertainment,	N	P	P	P
Recreational vehicle park	N	N	P	N
Repair service	P	P	P	C
Research service	N	P	P	N
Restaurant, fast food	P	P	P	P
Restaurant, general	P	P	P	P
Retail, general	P	P	P	P
Secondhand store	P	P	P	P

Shopping center	P	P	P	P
Takeoff and landing of aircraft	N	N	N	N
Tattoo establishment	P	P	P	N
Tavern	N	P	P	P
Temporary trailer	P	P	P	P
Transportation service	N	P	P	C
Vehicle and equipment rental	N	P	P	C
Vehicle and equipment repair,	N	P	P	N
Vehicle repair, limited	N	P	P	N
Veterinary service	P	P	P	N
Warehouse, self-service	P	P	N	N
Wireless telecommunication	See section 10-50-5, table 10-50-1 of this title			
Industrial uses:				
Laundry services	N	N	N	P
Wholesale and warehousing,	N	N	N	P
Wholesale and warehousing,	N	N	N	N

POC

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Big Changes to Planned Commercial

Front Setback: Changed from 20’ to 10’

Now requires a mix use (a minimum of 20% Commercial and 20% Residential)

New Density: 15 Units an acre, but could be up to 20 units with density bonus

New Site Standards:

D. Landscaping: Landscaping within a Planned Commercial development shall follow the following standards:

1. Street trees are required for every 50’ of frontage. These trees may be incorporated within park strips, landscape buffers, or planter boxes within the right-of-way. The placement of street trees must be approved by the City.
2. The applicant shall comply with Hurricane City Standards for landscaping.
3. In lieu of a 10’ landscaping buffer along the right-of-way frontage, an applicant can provide that space for sidewalks, outdoor dining, and retail space that enhances the neighborhood’s walkability.
4. Parking lots and parking courts shall remain buffered by a 10’ landscape area with one tree and three shrubs for every 35’ linear feet.

E. Off Street Parking: Parking lots shall not be located in front of buildings nearest the right-of-way but shall be contained within parking lot located to the side or behind buildings that front the right-of-way. Buildings may be located behind parking lots if other buildings are fronting onto the right-of-way, and a pedestrian path can be used to access the building from the right-of-way.

F. Street Design: A Developer or the City may propose different street cross-sections that enhance walkability, street life, outdoor gathering, traffic calming, street parking, and beautification. The City Council may approve a different street cross-section with a recommendation from the Planning Commission.

Acre	Sq ft	GrossUnits An Acre	Gross Units An Acre at 20
1	43,560.00	15	20
2	87,120.00	30	40
3	130,680.00	45	60
4	174,240.00	60	80
5	217,800.00	75	100
6	261,360.00	90	120
7	304,920.00	105	140
8	348,480.00	120	160
9	392,040.00	135	180
10	435,600.00	150	200
11	479,160.00	165	220
12	522,720.00	180	240
13	566,280.00	195	260
14	609,840.00	210	280
15	653,400.00	225	300
16	696,960.00	240	320
17	740,520.00	255	340
18	784,080.00	270	360
19	827,640.00	285	380
20	871,200.00	300	400

Commercial Building Size	Sq. ft.	Lot Size	SQ FT
Rooster Run	5,362.00		
Lonny Boys Complex	10,930.00	1.9	82756.5
Abry	3,573.00	0.7	30492
1000 W 100 N	7,280.00	1.02	44431
1000 W 100 N	4,784.00	1.02	44431
Wendy's	3,350.00	0.78	33976
Cedar Post Pawn	3,200.00	0.1	4356
Maverik	3,940.00	1.44	62726
21 E State	4,284.00	0.19	8276.4
Main Street Café	1,000.00	0.11	4792
Lins	34,486.00	3.03	131986.8
Southern Utah State Bank	5,716.00	1.48	64469

Min Commercial Space	Commercial Building sq. ft.	
4,356.00	N/A	1,089.00
8,712.00	N/A	2,178.00
13,068.00	N/A	3,267.00
17,424.00	N/A	4,356.00
21,780.00	10,890.00	5,445.00
26,136.00	13,068.00	6,534.00
30,492.00	15,246.00	7,623.00
34,848.00	17,424.00	8,712.00
39,204.00	19,602.00	9,801.00
43,560.00	21,780.00	10,890.00
47,916.00	23,958.00	11,979.00
52,272.00	26,136.00	13,068.00
56,628.00	28,314.00	14,157.00
60,984.00	30,492.00	15,246.00
65,340.00	32,670.00	16,335.00
69,696.00	34,848.00	17,424.00
74,052.00	37,026.00	18,513.00
78,408.00	39,204.00	19,602.00
82,764.00	41,382.00	20,691.00
87,120.00	43,560.00	21,780.00

Percentage	Number of Bussiness
	1
13%	3
12%	1
27%	6
	2
10%	1
73%	1
6%	1
52%	2
21%	1
26%	1
9%	1

		Net Units An Acre 15	Net Units An Acre 20
17,424.00	8,712.00	13.50	18
34,848.00	17,424.00	27.00	36
52,272.00	26,136.00	40.50	54
69,696.00	34,848.00	54.00	72
87,120.00	43,560.00	67.50	90
104,544.00	52,272.00	81.00	108
121,968.00	60,984.00	94.50	126
139,392.00	69,696.00	108.00	144
156,816.00	78,408.00	121.50	162
174,240.00	87,120.00	135.00	180
191,664.00	95,832.00	148.50	198
209,088.00	104,544.00	162.00	216
226,512.00	113,256.00	175.50	234
243,936.00	121,968.00	189.00	252
261,360.00	130,680.00	202.50	270
278,784.00	139,392.00	216.00	288
296,208.00	148,104.00	229.50	306
313,632.00	156,816.00	243.00	324
331,056.00	165,528.00	256.50	342
348,480.00	174,240.00	270.00	360

Units a Sq. ft. 15	Units a Sq. ft. 20
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00

Acre	Sq ft	GrossUnits An Acre	Gross Units An Acre at 20
1	43,560.00	15	20
2	87,120.00	30	40
3	130,680.00	45	60
4	174,240.00	60	80
5	217,800.00	75	100
6	261,360.00	90	120
7	304,920.00	105	140
8	348,480.00	120	160
9	392,040.00	135	180
10	435,600.00	150	200
11	479,160.00	165	220
12	522,720.00	180	240
13	566,280.00	195	260
14	609,840.00	210	280
15	653,400.00	225	300
16	696,960.00	240	320
17	740,520.00	255	340
18	784,080.00	270	360
19	827,640.00	285	380
20	871,200.00	300	400

Commercial Building Size	Sq. ft.	Lot Size	SQ FT
Rooster Run	5,362.00		
Lonny Boys Complex	10,930.00	1.9	82756.5
Abry	3,573.00	0.7	30492
1000 W 100 N	7,280.00	1.02	44431
1000 W 100 N	4,784.00	1.02	44431
Wendy's	3,350.00	0.78	33976
Cedar Post Pawn	3,200.00	0.1	4356
Maverik	3,940.00	1.44	62726
21 E State	4,284.00	0.19	8276.4
Main Street Café	1,000.00	0.11	4792
Lins	34,486.00	3.03	131986.8
Southern Utah State Bank	5,716.00	1.48	64469

Min Commercial Space	Commercial Building sq. ft.	Net Units An Acre 15
6,534.00	N/A	12.75
13,068.00	N/A	25.50
19,602.00	N/A	38.25
26,136.00	N/A	51.00
32,670.00	16,335.00	63.75
39,204.00	19,602.00	76.50
45,738.00	22,869.00	89.25
52,272.00	26,136.00	102.00
58,806.00	29,403.00	114.75
65,340.00	32,670.00	127.50
71,874.00	35,937.00	140.25
78,408.00	39,204.00	153.00
84,942.00	42,471.00	165.75
91,476.00	45,738.00	178.50
98,010.00	49,005.00	191.25
104,544.00	52,272.00	204.00
111,078.00	55,539.00	216.75
117,612.00	58,806.00	229.50
124,146.00	62,073.00	242.25
130,680.00	65,340.00	255.00

Percentage	Number of Bussiness
	1
13%	3
12%	1
27%	6
	2
10%	1
73%	1
6%	1
52%	2
21%	1
26%	1
9%	1

Net Units An Acre 20	Units a Sq. ft. 15	Units a Sq. ft. 20
17	0.00	0.00
34	0.00	0.00
51	0.00	0.00
68	0.00	0.00
85	0.00	0.00
102	0.00	0.00
119	0.00	0.00
136	0.00	0.00
153	0.00	0.00
170	0.00	0.00
187	0.00	0.00
204	0.00	0.00
221	0.00	0.00
238	0.00	0.00
255	0.00	0.00
272	0.00	0.00
289	0.00	0.00
306	0.00	0.00
323	0.00	0.00
340	0.00	0.00

Acre	Sq ft	GrossUnits An Acre	Gross Units An Acre at 20
1	43,560.00	15	20
2	87,120.00	30	40
3	130,680.00	45	60
4	174,240.00	60	80
5	217,800.00	75	100
6	261,360.00	90	120
7	304,920.00	105	140
8	348,480.00	120	160
9	392,040.00	135	180
10	435,600.00	150	200
11	479,160.00	165	220
12	522,720.00	180	240
13	566,280.00	195	260
14	609,840.00	210	280
15	653,400.00	225	300
16	696,960.00	240	320
17	740,520.00	255	340
18	784,080.00	270	360
19	827,640.00	285	380
20	871,200.00	300	400

Commercial Building Size	Sq. ft.	Lot Size	SQ FT
Rooster Run	5,362.00		
Lonny Boys Complex	10,930.00	1.9	82756.5
Abry	3,573.00	0.7	30492
1000 W 100 N	7,280.00	1.02	44431
1000 W 100 N	4,784.00	1.02	44431
Wendy's	3,350.00	0.78	33976
Cedar Post Pawn	3,200.00	0.1	4356
Maverik	3,940.00	1.44	62726
21 E State	4,284.00	0.19	8276.4
Main Street Café	1,000.00	0.11	4792
Lins	34,486.00	3.03	131986.8
Southern Utah State Bank	5,716.00	1.48	64469

Min Commercial Space	Commercial Building sq. ft.	
8,712.00	N/A	13,068.00
17,424.00	N/A	26,136.00
26,136.00	N/A	39,204.00
34,848.00	N/A	52,272.00
43,560.00	21,780.00	65,340.00
52,272.00	26,136.00	78,408.00
60,984.00	30,492.00	91,476.00
69,696.00	34,848.00	104,544.00
78,408.00	39,204.00	117,612.00
87,120.00	43,560.00	130,680.00
95,832.00	47,916.00	143,748.00
104,544.00	52,272.00	156,816.00
113,256.00	56,628.00	169,884.00
121,968.00	60,984.00	182,952.00
130,680.00	65,340.00	196,020.00
139,392.00	69,696.00	209,088.00
148,104.00	74,052.00	222,156.00
156,816.00	78,408.00	235,224.00
165,528.00	82,764.00	248,292.00
174,240.00	87,120.00	261,360.00

Percentage	Number of Bussiness
	1
13%	3
12%	1
27%	6
	2
10%	1
73%	1
6%	1
52%	2
21%	1
26%	1
9%	1

Net Units An Acre 15	Net Units An Acre 20	Units a Sq. ft. 15	Units a Sq. ft. 20
12.00	16	0.00	0.00
24.00	32	0.00	0.00
36.00	48	0.00	0.00
48.00	64	0.00	0.00
60.00	80	0.00	0.00
72.00	96	0.00	0.00
84.00	112	0.00	0.00
96.00	128	0.00	0.00
108.00	144	0.00	0.00
120.00	160	0.00	0.00
132.00	176	0.00	0.00
144.00	192	0.00	0.00
156.00	208	0.00	0.00
168.00	224	0.00	0.00
180.00	240	0.00	0.00
192.00	256	0.00	0.00
204.00	272	0.00	0.00
216.00	288	0.00	0.00
228.00	304	0.00	0.00
240.00	320	0.00	0.00

Acre	Sq ft	GrossUnits An Acr	Gross Units An Acre at 20	Min Commercial Space

Commercial Building sq. ft.	Net Units An Acre	Net Units An Acre	Units a Sq. ft. 15

Units a Sq. ft. 20

Acre	Sq ft	GrossUnits An Acre	Gross Units An Acre at 20
1	43,560.00	15	20
2	87,120.00	30	40
3	130,680.00	45	60
4	174,240.00	60	80
5	217,800.00	75	100
6	261,360.00	90	120
7	304,920.00	105	140
8	348,480.00	120	160
8.5	370,260.00	127.5	170
9	392,040.00	135	180
10	435,600.00	150	200
11	479,160.00	165	220
11.8	514,008.00	177	236
12	522,720.00	180	240
13	566,280.00	195	260
14	609,840.00	210	280
15	653,400.00	225	300
16	696,960.00	240	320
17	740,520.00	255	340
18	784,080.00	270	360
19	827,640.00	285	380
20	871,200.00	300	400

Commercial Building Size	Sq. ft.	Lot Size	SQ FT
Rooster Run	5,362.00		
Lonny Boys Complex	10,930.00	1.9	82756.5
Abry	3,573.00	0.7	30492
1000 W 100 N	7,280.00	1.02	44431
1000 W 100 N	4,784.00	1.02	44431
Wendy's	3,350.00	0.78	33976
Cedar Post Pawn	3,200.00	0.1	4356
Maverik	3,940.00	1.44	62726
21 E State	4,284.00	0.19	8276.4
Main Street Café	1,000.00	0.11	4792
Lins	34,486.00	3.03	131986.8
Southern Utah State Bank	5,716.00	1.48	64469

Min Commercial Space	Commercial Building sq. ft.	Net Units An Acre 15
8,712.00	N/A	12.00
17,424.00	N/A	24.00
26,136.00	N/A	36.00
34,848.00	N/A	48.00
43,560.00	21,780.00	60.00
52,272.00	26,136.00	72.00
60,984.00	30,492.00	84.00
69,696.00	34,848.00	96.00
74,052.00	37,026.00	102.00
78,408.00	39,204.00	108.00
87,120.00	43,560.00	120.00
95,832.00	47,916.00	132.00
102,801.60	51,400.80	141.60
104,544.00	52,272.00	144.00
113,256.00	56,628.00	156.00
121,968.00	60,984.00	168.00
130,680.00	65,340.00	180.00
139,392.00	69,696.00	192.00
148,104.00	74,052.00	204.00
156,816.00	78,408.00	216.00
165,528.00	82,764.00	228.00
174,240.00	87,120.00	240.00

Percentage	Number of Bussiness
	1
13%	3
12%	1
27%	6
	2
10%	1
73%	1
6%	1
52%	2
21%	1
26%	1
9%	1

Net Units An Acre 20	Units a Sq. ft. 15	Units a Sq. ft. 20
16	0.00	0.00
32	0.00	0.00
48	0.00	0.00
64	0.00	0.00
80	0.00	0.00
96	0.00	0.00
112	0.00	0.00
128	0.00	0.00
136	0.00	0.00
144	0.00	0.00
160	0.00	0.00
176	0.00	0.00
188.8	0.00	0.00
192	0.00	0.00
208	0.00	0.00
224	0.00	0.00
240	0.00	0.00
256	0.00	0.00
272	0.00	0.00
288	0.00	0.00
304	0.00	0.00
320	0.00	0.00

Planned Commercial

Mixed-Use Development in Hurricane

PLANNING & ZONING
HURRICANE CITY
UTAH

Planned Commercial Purpose

The purpose of the PC zone is to provide areas of mixed use developments where a combination of destination-oriented business, retail commercial, entertainment, high density housing, and related uses may be established, maintained, and protected to serve both residents and non-residents of the city. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, offices, and various types of high density residential uses.

Likely Use: Create walkable and complete neighborhood, provided commercial and residential development in key areas of town.

These zones likely should be limited in size to address key areas. Larger and master-planned communities should be encouraged to use a PDO process to ensure a variety of housing options are allowed. PC zoning is also a high-impact zone and PDOs are typically have less impact.

Current Concerns

- No Density Limit
  - Right now, any density that could reasonably be supported by surrounding services and meet building height and setback requirements would be entitled.
- Mixed Use Not Required
  - A project could be 100% residential or 100% commercial
- Five Acre Minimum
  - The City Council wanted the flexibility to allow for smaller areas that were integrated into neighborhoods or commercial areas to be eligible for a zone change.

Planned Commercial Update

General Plan Recommends the City

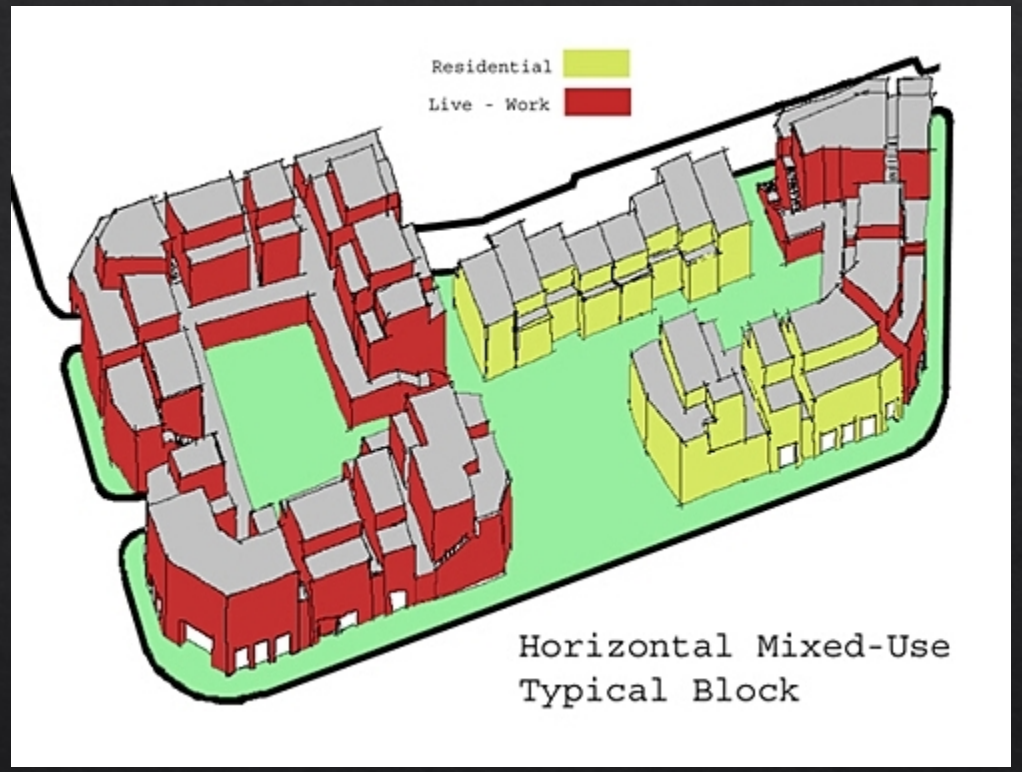
- *Support mix uses developments in key areas to support future commercial growth. Require a minimum percentage of those developments be retained as commercial space.* (Economy 1.8)
- *Consider revising the land use code for mixed use and planned commercial zones to set specific densities and percentages of residential uses in commercial zones, with density bonuses available for deed restricted rent and sales prices. p 43*
- *Support mixed use developments in key areas to support future commercial growth. Require a minimum percentage of those developments be retained as commercial space.*

City Council has recommended to eliminate the five acre requirement if there is supporting commercial or residential in the area

Horizontal Mixed Use

Horizontal Mix Use: Development that combines single-use buildings on district parcels in a range of land uses in a planned development project.

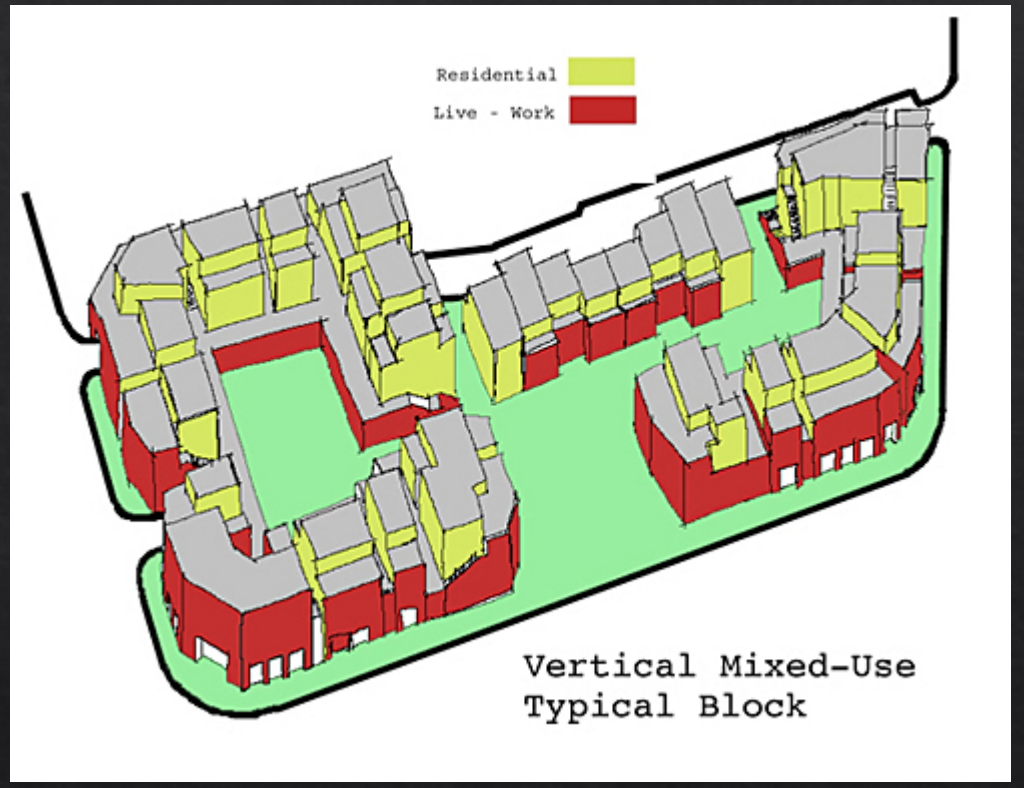
Buildings may be mixed-use but are not stacked and are placed side by side.



Vertical Mixed Use

Vertical Mixed Use: Development that combines different uses in the same building. Commercial or public uses shall only occupy lower levels.

This is your typical traditional mixed use type of development, with commercial and other public, uses occupying lower levels, and residential on the floors above.



Live-Work Units

Live/work Units: A live/work unit is defined as a single unit consisting of both a commercial/office and a residential component that is occupied by the same resident. The live/work unit shall be the primary dwelling of the occupant. Live-work units must be deed-restricted that these units may only be owner-occupied and can not be sublet to long-term or short-term renters.

These units are gaining popularity. It allows a homeowner to have part of their home as their office space.

Mixed Use Requirements

- Options
  - Require a certain percentage area of the project contain commercial or residential
    - Pros: Sets a clear standard and would get consistent results, site plan will have more details.
    - Cons: Difficult to define, requires more upfront from applicants.
  - Require commercial sq ft or area minimums
    - Pros: Sets a clear standard that would be easy to follow. Easier to define
    - Cons: Mixture will likely vary from development to development, City deciding what area would work best.
  - Require a Site Plan to be submitted with a zone change
    - Pros: Allows flexibility and creativity by the applicant and city.
    - Cons: Does not apply to PC property already zoned, may be arbitrary in decision making

Mixture Requirements

- Current Recommendation
  - A minimum of 20% of floor area shall be used for commercial uses listed within table 10-15-1. A minimum of 20% of floor area shall be used for long-term residential use as listed within table 10-15-1.
  - Floor area may be difficult to calculate in preliminary stages.
  - After a review of a few commercial properties in Hurricane, about 25% of their commercial area is used for building, the remainder serves as driveways, parking, and landscaping. Residential normally requires less parking and driveways and utilizes more property.
  - It may be easier to base it on 20% (or 30%) commercial and 20% residential acres of use.
    - These calculations should be shown on both the preliminary and final site plans.
    - Shared amenities, such as parking, will need to be factored into consideration.

Density

Staff has reviewed several codes. Densities range from 12 units to 50 units in smaller cities. The average range is from 20-30 units an acre. A lot of mix use zones are also overlay based similar to the PDO with ranging densities. Staff would recommend 15-20 an acre for planned commercial areas in Hurricane:

Arcs of PC	15 units (80% of Development)	20 units (80% of Development)
5	67.50	90
10	135.00	180
15	202.50	270
20	270.00	360

Destiny Calculation

- Current proposal is 20 units an acre for residential areas. This area is defined as
  - Residential Buildings or section of mix-use buildings foot-print
  - Residential amenities including roadways, open space, parking, landscape
  - Shared Use Areas
  - Work-live units do not count toward overall residential density.
- These standards lean towards counting more area towards counting residential uses.

Questions?

Update

- Staff Proposal
  - 20% Residential with 20% Commercial sq. ft. 15 Units an Acre Max
  - Density Bonus: 40% Commercial, 20% Residential sq. ft. 20 units an Acre Max
- Reason
  - Provide an incentive to provide additional commercial space
  - Allow development flexibility.
  - Provide housing and commercial in key areas

Example

5 Acres

Commercial %	Commercial Sq Ft	Residential Sq Ft.	Density	Max Number of Units	Likely Units (Average 800 sq ft)
20 %	21,780	87,120	15 Units	67.5	67.5
40%	43,560	65,340	20 Units	80	80
20%	10,890	43,560	15 Units	67.5	54.45
40%	21,780	32,670	20 Units	80	40.83

10-11-2: ZONE PURPOSES:

D. Commercial Zones: Commercial zones provide areas where a combination of business, commercial, entertainment, office, and related activities may be established, maintained and protected. Commercial zones are intended to provide a suitable environment for those commercial and service uses vital to the economic base of the city.

4. The purpose of the PC zone is to provide areas of mixed use developments where a combination of destination-orienteddestination oriented business, retail commercial, entertainment, high density housing, and related uses may be established, maintained, and protected to serve both residents and nonresidents of the city. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, offices, and various types of high density residential uses.

10-15-1: PURPOSE:
See section 10-11-2 of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-2: SC10-15-1: PURPOSE:
See section 10-11-2 of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

SCOPE:
The provisions of this chapter shall apply to any real property located in a commercial zone as shown on the official zoning map. No building, structure or real property shall be used and no building or structure shall be hereafter erected, structurally or substantially altered, or enlarged except as set forth in this chapter. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, or other laws. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-3: USES ALLOWED:
A. Permitted And Conditional Uses: Permitted and conditional uses allowed within commercial zones shall be as set forth in table 10-15-1 of this section. Permitted and conditional uses are indicated by a "P" or "C", respectively, in the appropriate column. Uses not permitted are indicated by "N". Any use not shown on table 10-15-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-18E4 of this title.

TABLE 10-15-1

PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

	Zones				
Use	NC	GC	HC	PC	POC
Residential uses:					
Building, accessory	P	N	N	P	P
Dwelling, multiple-family[4]	N	N	N	P	P
Dwelling, single-family[4]	N	N	N	P	N
Dwelling, temporary	N	N	N	N	N
Dwelling, two-family[4]	N	N	N	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home park	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P	P
Residential facility for elderly persons[1]	P	N	N	P	P
Residential facility for persons with a disability[1]	P	N	N	P	P

2

Residential facility for troubled youth	N	N	N	N	N
Transitional housing facility	N	N	N	N	N
Public and civic uses:					
Auditorium or stadium	N	P	P	P	N
Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P
Convalescent care facility	N	P	P	P	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P

Reception center	C	P	P	P	P
Utility, major[3]	N	N	N	C	C
Utility, minor[3]	P	P	P	P	P
Utility substation[3]	P	P	P	P	P
Commercial uses:					
Agricultural sales and service	N	P	P	P	N
Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N
Bank or financial institution	P	P	P	P	P
Bed and breakfast, home	N	N	N	N	N
Bed and breakfast inn	P	P	P	P	N
Business equipment rental, services, and supplies	P	P	P	P	P
Car wash	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and service	N	P	P	N	N
Convenience store	P	P	P	P	P

Family child daycare facility[2]	P	N	N	PN	N
Family child group daycare facility[2]	P	N	N	PN	N
Family child residential certificate care facility[2]	P	N	N	PN	N
Family childcare center	P	P	P	P	P
Funeral home	N	P	P	P	N
Garden center	P	P	P	P	P
Gas and fuel, storage and sales	N	N	C	N	N
Gasoline service station	P	P	P	P	N
Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel	C	P	C	C	C
Kennel, residential	P	N	N	N	N
Laundry or dry cleaning, limited	P	P	P	P	P
Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental laboratory	N	P	P	P	N

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Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service	P	P	P	P	P
Personal instruction service	P	P	P	P	P
Printing and copying, limited	P	P	P	P	P
Printing, general	N	P	P	P	P
Produce stand	P	P	P	PN	P
Recreation and entertainment, indoor	P	P	P	P	P
Recreation and entertainment, outdoor	N	P	P	P	N
Recreational vehicle park	N	N	P	NP	N
Repair service	P	P	P	NCP	P
Research service	N	P	P	NP	N
Restaurant, fast food	P	P	P	P	P

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Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P
Shopping center	P	P	P	P	P
Takeoff and landing of aircraft	N	N	N	N	N
Tattoo establishment	P	P	P	N	N
Tavern	N	P	P	P	N
Temporary trailer	P	P	P	P	P
Transportation service	N	P	P	NCP	N
Vehicle and equipment rental or sale	N	P	P	NCP	N
Vehicle and equipment repair, general	N	P	P	N	N
Vehicle repair, limited	N	P	P	NCP	P
Veterinary service	P	P	P	N	N
Warehouse, self-service storage	P	P	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title				
Industrial uses:					
Laundry services	N	N	N	P	N

7

Wholesale and warehousing, general	N	N	N	NP	N
Wholesale and warehousing, limited	N	N	N	N	N

Notes:

1. See chapter 46 of this title.

2. See chapter 42 of this title.

3. See chapter 45 of this title.

4. In the area designated as Downtown District on the General Plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 Zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-2 Zone would apply. No new residential uses are permitted.

(Ord. 2016-11, 11-17-2016; amd. Ord. 2017-14, 8-17-2017)

B. Accessory Uses: Permitted and conditional uses set forth in table 10-15-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.

2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established. (Ord. 2017-14, 8-17-2017)

3. Accessory uses in commercial zones shall include, but not be limited to, the following:

Accessory dwelling units attached to a commercial permitted use structure or on the same lot and under same ownership as a permitted use structure.

Accessory dwelling units for security and maintenance personnel.

Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

Garages and off street parking areas, subject to applicable standards of chapter 34, "Off Street Parking And Loading", of this title.

Recreational areas and facilities for the use of employees.

Recycling collection stations.

Refreshment stands and food and beverage sales located in uses involving public assembly.

Temporary uses, subject to applicable standards of chapter 48, "Temporary Uses", of this title. (Ord. 2012-8, 10-18-2012; amd. Ord. 2017-14, 8-17-2017)

~~C. Conditional Uses~~

1. ~~Conditional uses may be considered by the Planning Commission if the use fits with the surrounding uses and will not cause any objectionable conditions as laid out in 10-15-7~~
2. ~~For a repair service, transportation service, or vehicle and equipment rental or sale these uses should be near major roadways and have sufficient setback from residential parts of the development~~

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Commented [2]: Should be moved to 10-15-7

Commented [3R3]: But leave cross-reference in the footnote so it is clear where to go to look for the standards.

10-15-4: DEVELOPMENT STANDARDS:
Development standards within commercial zones shall be as set forth in table 10-15-2 of this section.

TABLE 10-15-2

DEVELOPMENT STANDARDS IN COMMERCIAL ZONES

Development Standard	**Zones**				
	NC	**GC**	**HC**	**PC**	**POC**
Lot standards:					
Minimum lot area	No requirement	No requirement	No requirement	5 acres (see note 3)	5 acres

9

Minimum lot width	No requirement	No requirement	No requirement	No requirement	No requirement
Building standards:					
Maximum height, main building[1]	35 feet	35 feet	35 feet	55 feet	55 feet
Maximum height, accessory building	20 feet	20 feet	20 feet	20 feet	20 feet
Setback standards - front yard:					
All buildings[2]	20 feet	20 feet	20 feet	10', corner lots 20' ~~20~~ feet	20 feet
Setback standards - rear yard:					
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet				
Accessory building	Otherwise: No requirement				
Setback standards - interior side yard:					
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet				
Accessory building	Otherwise: No requirement				
Setback standards - street side yard:					

10

Main building	20 feet	20 feet	20 feet	20 feet	20 feet
Accessory building	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted

Notes:

1. Except as otherwise permitted by subsection 10-15-7A of this chapter.

2. Except as modified by the provisions of subsection 10-37-12F, "Setback Measurement", of this title.

3. An area less than five acres may be zoned for Planned CommercialCommerical use if the City Council finds that the zoning meets the following:

a. The zone change meets the standards within Hurricane City Code 10-7-7.

b. The property is sufciently incorporatedincoperated into an existingexcisting commercial or multi-family development, and the proposed change will further the purpose of the Planneding CommercialCommerical Zone.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-5: REGULATIONS OF GENERAL APPLICABILITY:
The use and development of real property in commercial zones shall conform to regulations of general applicability as set forth in the following chapters of this title:

A. Design and compatibility standards: See chapter 33 of this title.

B. Landscaping and screening: See chapter 32 of this title.

C. Motor vehicle access: See chapter 35 of this title.

D. Natural resource inventory: See chapter 31 of this title.

E. Off street parking: See chapter 34 of this title.

F. Signs: See chapter 36 of this title.

G. Supplementary development standards: See chapter 37 of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-6: REGULATIONS FOR SPECIFIC USES:

To the extent that use and development of real property includes any matter encompassed by a regulation for a specific use as set forth in division 6 of this title, such regulation shall apply in addition to the requirements of this chapter and shall prevail over any conflicting provision of this chapter. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-7: SPECIAL REGULATIONS:

A. Increased Height: Notwithstanding the height limitations shown in section 10-15-4 , table 10-15-2 of this chapter a greater building height may be allowed in a commercial zone for a commercial use pursuant to a conditional use permit.

B. Use Within An Enclosed Building: Each use specified in section 10-15-3 , table 10-15-1 of this chapter shall be conducted completely within a completely enclosed building, except for the parking of motor vehicles and services to persons therein.

C. Dust, Odor, Smoke, Noise, And Vibration: Each use specified in section 10-15-3 , table 10-15-1 of this chapter shall be free from objectionable dust, odor, smoke, noise, and vibration.

D. Highway Commercial Zone Location: For property abutting SR-9, the Highway Commercial Zone shall begin at the highway right-of-way line and shall extend a distance of five hundred feet (500') from the State highway right-of-way line.

E. Vendor Carts: Vendor carts, as defined below, are subject to the following definitions, rules and limitations:

10-15-8: Planned Commercial Standards

A. Planned Commercial Developments shall incorporate elements of commercial and residential within each zoned area and development.
B. Mix Use Types: Planned Commercial Developments shall incorporate both commercial and residential uses.
   a. Horizontal Mix Use: Development that combines single-use buildings on distinctrict parcels oin a range of land uses in a planned development project.
   b. Vertical Mixed Use: Development that combines different uses in the same building. Commercial or public uses shall only occupy lower levels.
   A.c. Live/work Units: A live/work unit is defined as a single unit consisting of both a commercial/office and a residential component that is occupied by the same resident. The live/work unit shall be the primary dwelling of the occupant. Livework units must be deed-restricted that these units may only be owner-occupied and can not be sublet to long-term or short-term renters.

Commented [4]: Limit the size of live work to single bed room at most.

Commented [5]: Allow for long term renter for the full unit or owner occupied.

C. A preliminary site plan shall be submitted with every zone change to Planned Commercial.

D. Planned Commercial Development ~~Site Pplan~~ shall have:

a. A minimum of 20% of floor area shall be used for commercial uses listed within table 10-15-1. A minimum of 20% of floor area shall be used for long-term residential use as listed within table 10-15-1.

1. The Planning Commission may approve a lower percentage of housing for developments that are adjacent to multi-family development.
2. The Planning Commission may approve a lower percentage for commercial development if the project is located within or adjacent to existing commercial property.
~~1.~~3. Each project shall have a mixture of use, including commercial and housing.
4. Residential Density: Projects that contain 20%-39% floor area as Commercial space shall not exceed 15 units an acre for residential areas. Projects that contain a minimum of 40% floor area as Commercial space shall not exceed 20 units an acre for residential areas.
    a. Horizontal Mix Use: Residential areas shall be calculated based on the footprint of residential buildings and sections of buildings, parking, amenities, and roadways that primarily serve residential areas.
    b. Vertical Mix Use: Buildings shall be measured by the percentage of space within the building that is used to occupy commercial vs residential. Then the percentage of each use shall apply to the footprint of the building to calculate density, including residential parking, amenities, and roadways that primarily serve residential areas.
        i. Example: If a two-story building has a building footprint of 10,000 sq. ft. and the first floor is completely commercial use and the second floor is residential use, then 5,000 sq. ft. shall count towards the density of residential use.
    c. Live/work Units: Units that meet the definition contained within the chapter shall be considered commercial use and shall not count toward the overall density of the project.
    d. Shared Uses: Amenities and parking shall be designed with both commercial and residential uses in mind. Amenities that

both serve residential and commercial uses shall count toward residential density area.

i. Parking: Shared Parking must comply with Hurricane City Code 10-34-9.

b. A development agreement between the city and the applicant may be required by the city council and executed before the zoning designation shall be effective.

~~C. Each Planned Commercial development shall provide a preliminary site and final site plan as required in Hurricane City Code 10-7.~~

D. Landscaping: Landscaping within a Planned Commercial development shall comply with ~~follow~~ the following standards:

1. Street trees are required for every 50' of frontage. These trees may be incorporated within park strips, landscape buffers, or planter boxes within the right-of-way. The placement of street trees must be approved by the City.
2. The applicant shall comply with Hurricane City Standards for landscaping.
3. In lieu of a 10' landscaping buffer along the right-of-way frontage for commercial uses, an applicant can provide that space for sidewalks, outdoor dining, and retail space that enhances the neighborhood's walkability. Street trees shall still be required.
4. Parking lots and parking courts shall remain buffered by a 10' landscape area with one tree and three shrubs for every 35' linear feet.

Commented [6]: Buffered from what? From the street?

E. Off Street Parking: Parking lots shall not be located in front of buildings nearest the right-of-way but shall be contained within parking lots located to the side or behind buildings that front the right-of-way. Buildings may be located behind parking lots if other buildings are fronting onto the right-of-way, and a pedestrian path can be used to access the building from the right-of-way.

F. Street Design: A Developer or the City may propose different street cross-sections that enhance walkability, street life, outdoor gathering, traffic calming, street parking, and beautification. The City Council may~~must~~ approve a different street~~new~~ cross-section with a recommendation from the Planning Commission.

10-11-2: ZONE PURPOSES:

D. Commercial Zones: Commercial zones provide areas where a combination of business, commercial, entertainment, office, and related activities may be established, maintained and protected. Commercial zones are intended to provide a suitable environment for those commercial and service uses vital to the economic base of the city.

4. The purpose of the PC zone is to provide areas of mixed use developments where a combination of destination-orienteddestination oriented business, retail commercial, entertainment, high density housing, and related uses may be established, maintained, and protected to serve both residents and nonresidents of the city. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, offices, and various types of high density residential uses.

10-15-1: PURPOSE:
See section 10-11-2 of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-2: SC10-15-1: PURPOSE:
See section 10-11-2 of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

SCOPE:
The provisions of this chapter shall apply to any real property located in a commercial zone as shown on the official zoning map. No building, structure or real property shall be used and no building or structure shall be hereafter erected, structurally or substantially altered, or enlarged except as set forth in this chapter. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, or other laws. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-3: USES ALLOWED:
A. Permitted And Conditional Uses: Permitted and conditional uses allowed within commercial zones shall be as set forth in table 10-15-1 of this section. Permitted and conditional uses are indicated by a "P" or "C", respectively, in the appropriate column. Uses not permitted are indicated by "N". Any use not shown on table 10-15-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-18E4 of this title.

TABLE 10-15-1

PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

	Zones				
Use	NC	GC	HC	PC	POC
Residential uses:					
Building, accessory	P	N	N	P	P
Dwelling, multiple-family[4]	N	N	N	P	P
Dwelling, single-family[4]	N	N	N	P	N
Dwelling, temporary	N	N	N	N	N
Dwelling, two-family[4]	N	N	N	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home park	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P	P
Residential facility for elderly persons[1]	P	N	N	P	P
Residential facility for persons with a disability[1]	P	N	N	P	P

2

Residential facility for troubled youth	N	N	N	N	N
Transitional housing facility	N	N	N	N	N
Public and civic uses:					
Auditorium or stadium	N	P	P	P	N
Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P
Convalescent care facility	N	P	P	P	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P

Reception center	C	P	P	P	P
Utility, major[3]	N	N	N	C	C
Utility, minor[3]	P	P	P	P	P
Utility substation[3]	P	P	P	P	P
Commercial uses:					
Agricultural sales and service	N	P	P	P	N
Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N
Bank or financial institution	P	P	P	P	P
Bed and breakfast, home	N	N	N	N	N
Bed and breakfast inn	P	P	P	P	N
Business equipment rental, services, and supplies	P	P	P	P	P
Car wash	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and service	N	P	P	N	N
Convenience store	P	P	P	P	P

Family child daycare facility[2]	P	N	N	PN	N
Family child group daycare facility[2]	P	N	N	PN	N
Family child residential certificate care facility[2]	P	N	N	PN	N
Family childcare center	P	P	P	P	P
Funeral home	N	P	P	P	N
Garden center	P	P	P	P	P
Gas and fuel, storage and sales	N	N	C	N	N
Gasoline service station	P	P	P	P	N
Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel	C	P	C	C	C
Kennel, residential	P	N	N	N	N
Laundry or dry cleaning, limited	P	P	P	P	P
Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental laboratory	N	P	P	P	N

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Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service	P	P	P	P	P
Personal instruction service	P	P	P	P	P
Printing and copying, limited	P	P	P	P	P
Printing, general	N	P	P	P	P
Produce stand	P	P	P	PN	P
Recreation and entertainment, indoor	P	P	P	P	P
Recreation and entertainment, outdoor	N	P	P	P	N
Recreational vehicle park	N	N	P	NP	N
Repair service	P	P	P	NCP	P
Research service	N	P	P	NP	N
Restaurant, fast food	P	P	P	P	P

Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P
Shopping center	P	P	P	P	P
Takeoff and landing of aircraft	N	N	N	N	N
Tattoo establishment	P	P	P	N	N
Tavern	N	P	P	P	N
Temporary trailer	P	P	P	P	P
Transportation service	N	P	P	NC~~P~~	N
Vehicle and equipment rental or sale	N	P	P	NC~~P~~	N
Vehicle and equipment repair, general	N	P	P	N	N
Vehicle repair, limited	N	P	P	NC~~P~~	P
Veterinary service	P	P	P	N	N
Warehouse, self-service storage	P	P	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title				
Industrial uses:					
Laundry services	N	N	N	P	N

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Wholesale and warehousing, general	N	N	N	NP	N
Wholesale and warehousing, limited	N	N	N	N	N

Notes:

1. See chapter 46 of this title.

2. See chapter 42 of this title.

3. See chapter 45 of this title.

4. In the area designated as Downtown District on the General Plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 Zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-2 Zone would apply. No new residential uses are permitted.

(Ord. 2016-11, 11-17-2016; amd. Ord. 2017-14, 8-17-2017)

B. Accessory Uses: Permitted and conditional uses set forth in table 10-15-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.

2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established. (Ord. 2017-14, 8-17-2017)

3. Accessory uses in commercial zones shall include, but not be limited to, the following:

Accessory dwelling units attached to a commercial permitted use structure or on the same lot and under same ownership as a permitted use structure.

Accessory dwelling units for security and maintenance personnel.

Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

Garages and off street parking areas, subject to applicable standards of chapter 34, "Off Street Parking And Loading", of this title.

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Recycling collection stations.

Refreshment stands and food and beverage sales located in uses involving public assembly.

Temporary uses, subject to applicable standards of chapter 48, "Temporary Uses", of this title. (Ord. 2012-8, 10-18-2012; amd. Ord. 2017-14, 8-17-2017)

~~C. Conditional Uses~~

1. ~~Conditional uses may be considered by the Planning Commission if the use fits with the surrounding uses and will not cause any objectionable conditions as laid out in 10-15-7~~
2. ~~For a repair service, transportation service, or vehicle and equipment rental or sale these uses should be near major roadways and have sufficient setback from residential parts of the development~~

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10-15-4: DEVELOPMENT STANDARDS:
Development standards within commercial zones shall be as set forth in table 10-15-2 of this section.

TABLE 10-15-2

DEVELOPMENT STANDARDS IN COMMERCIAL ZONES

Development Standard	**Zones**				
	NC	**GC**	**HC**	**PC**	**POC**
Lot standards:					
Minimum lot area	No requirement	No requirement	No requirement	5 acres (see note 3)	5 acres

9

Minimum lot width	No requirement	No requirement	No requirement	No requirement	No requirement
Building standards:					
Maximum height, main building[1]	35 feet	35 feet	35 feet	55 feet	55 feet
Maximum height, accessory building	20 feet	20 feet	20 feet	20 feet	20 feet
Setback standards - front yard:					
All buildings[2]	20 feet	20 feet	20 feet	10', corner lots 20' ~~20~~ feet	20 feet
Setback standards - rear yard:					
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet Otherwise: No requirement				
Accessory building					
Setback standards - interior side yard:					
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet Otherwise: No requirement				
Accessory building					
Setback standards - street side yard:					

10

Main building	20 feet	20 feet	20 feet	20 feet	20 feet
Accessory building	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted

Notes:

1. Except as otherwise permitted by subsection 10-15-7A of this chapter.

2. Except as modified by the provisions of subsection 10-37-12F, "Setback Measurement", of this title.

3. An area less than five acres may be zoned for Planned CommercialCommerical use if the City Council finds that the zoning meets the following:

a. The zone change meets the standards within Hurricane City Code 10-7-7.

b. The property is sufciently incorporatedincoperated into an existingexcisting commercial or multi-family development, and the proposed change will further the purpose of the Planneding CommercialCommerical Zone.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-5: REGULATIONS OF GENERAL APPLICABILITY:
The use and development of real property in commercial zones shall conform to regulations of general applicability as set forth in the following chapters of this title:

A. Design and compatibility standards: See chapter 33 of this title.

B. Landscaping and screening: See chapter 32 of this title.

C. Motor vehicle access: See chapter 35 of this title.

D. Natural resource inventory: See chapter 31 of this title.

E. Off street parking: See chapter 34 of this title.

F. Signs: See chapter 36 of this title.

G. Supplementary development standards: See chapter 37 of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

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To the extent that use and development of real property includes any matter encompassed by a regulation for a specific use as set forth in division 6 of this title, such regulation shall apply in addition to the requirements of this chapter and shall prevail over any conflicting provision of this chapter. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-7: SPECIAL REGULATIONS:

A. Increased Height: Notwithstanding the height limitations shown in section 10-15-4 , table 10-15-2 of this chapter a greater building height may be allowed in a commercial zone for a commercial use pursuant to a conditional use permit.

B. Use Within An Enclosed Building: Each use specified in section 10-15-3 , table 10-15-1 of this chapter shall be conducted completely within a completely enclosed building, except for the parking of motor vehicles and services to persons therein.

C. Dust, Odor, Smoke, Noise, And Vibration: Each use specified in section 10-15-3 , table 10-15-1 of this chapter shall be free from objectionable dust, odor, smoke, noise, and vibration.

D. Highway Commercial Zone Location: For property abutting SR-9, the Highway Commercial Zone shall begin at the highway right-of-way line and shall extend a distance of five hundred feet (500') from the State highway right-of-way line.

E. Vendor Carts: Vendor carts, as defined below, are subject to the following definitions, rules and limitations:

10-15-8: Planned Commercial Standards

A. Planned Commercial Developments shall incorporate elements of commercial and residential within each zoned area and development.
B. Mix Use Types: Planning Commercial Developments shall incorporate both commercial and residential uses.
   a. Horizontal Mix Use: Development that combines single-use buildings on distinctrict parcels oin a range of land uses in a planned development project.
   b. Vertical Mixed Use: Development that combines different uses in the same building. Commercial or public uses shall only occupy lower levels.
   A.c. Live/work Units: A live/work unit is defined as a single unit consisting of both a commercial/office and a residential component that is occupied by the same resident. The live/work unit shall be the primary dwelling of the occupant. Livework units must be deed-restricted that these units may only be owner-occupied and can not be sublet to long-term or short-term renters.

Commented [4]: Limit the size of live work to single bed room at most.

Commented [5]: Allow for long term renter for the full unit or owner occupied.

C. A preliminary site plan shall be submitted with every zone change to Planned Commercial.

D. Planned Commercial Development ~~Site Plans~~ shall have:

a. A minimum of 20% of the development ~~floor~~ area shall be used for commercial uses listed within table 10-15-1. A minimum of 20% of the development ~~floor~~ area shall be used for long-term residential use as listed within table 10-15-1.

i. The residential vs commercial area shall be calculated based on the intended use of improvements such as buildings, features, amenities, and infrastructure for either commercial or residential needs. Improvements intended to support both residential and commercial shall be calculated based on the percentage of the improvements that will be impacted either by commercial or residential needs. Mix Use Buildings use percentage shall be calculated in the same manner as calculating area for density.

ii. The Preliminary Site Plan shall show general areas and proposed percentages of use. Applicants shall provide final percentages of uses within the final site plan application. Percentage calculations shall be approved by the Planning Commission.

b. The Planning Commission may approve a lower percentage of housing for developments that are adjacent to multi-family development.

c. The Planning Commission may approve a lower percentage for commercial development if the project is located within or adjacent to existing commercial property.

d. Each project shall have a mixture of residential and commercial use.

e. Residential Density: Projects that contain 20%-39% area as Commercial space shall not exceed 15 units an acre for residential areas. Projects that contain a minimum of 40% area as Commercial space shall not exceed 20 units an acre for residential areas.

1. Horizontal Mix Use: Residential areas shall be calculated based on the footprint of residential buildings and sections of buildings, parking, amenities, and roadways that primarily serve residential areas.

2. Vertical Mix Use: Buildings shall be measured by the percentage of space within the building that is used to occupy commercial vs residential. Then the percentage of each use shall apply to the footprint of the building to calculate density, including residential parking, amenities, and roadways that primarily serve residential areas.

3. Example: If a two-story building has a building footprint of 10,000 sq. ft. and the first floor is completely commercial use and the second floor is residential use, then 5,000 sq. ft. shall count towards the density of residential use.
4. Live/work Units: Units that meet the definition contained within the chapter shall be considered commercial use and shall not count toward the overall density of the project.
5. Shared Uses: Amenities and parking shall be designed with both commercial and residential uses in mind. Amenities that both serve residential and commercial uses shall count toward residential density areas.
6. Parking: Shared Parking must comply with Hurricane City Code 10-34-9.

f. A development agreement between the city and the applicant may be required by the city council and executed before the zoning designation shall be effective.

~~The area use shall be calculated based on the intended use of improvements such as buildings, features, amenities, and infrastructure for either commercial or residential needs. Improvements intended to support both residential and commercial shall be calculated based on the percentage of the improvements that will be impacted either by commercial or residential needs. Mix Use Buildings use percentage shall be calculated in the same manner as calculating area for density.~~

~~The Planning Commission may approve a lower percentage of housing for developments that are adjacent to multi-family development.~~

~~The Planning Commission may approve a lower percentage for commercial development if the project is located within or adjacent to existing commercial property.~~

~~1. Each project shall have a mixture of use, including commercial and housing.~~

1. ~~gb.~~ A development agreement between the city and the applicant may be required by the city council and executed before the zoning designation shall be effective.

~~C. Each Planned Commercial development shall provide a preliminary site and final site plan as required in Hurricane City Code 10-7.~~

D. Landscaping: Landscaping within a Planned Commercial development shall comply with follow the following standards:

1. Street trees are required for every 50’ of frontage. These trees may be incorporated within park strips, landscape buffers, or planter boxes within the right-of-way. The placement of street trees must be approved by the City.
2. The applicant shall comply with Hurricane City Standards for landscaping.
3. In lieu of a 10’ landscaping buffer along the right-of-way frontage for commercial uses, an applicant can provide that space for sidewalks, outdoor dining, and retail space that enhances the neighborhood’s walkability. Street trees shall still be required.
4. Parking lots and parking courts shall remain buffered by a 10’ landscape area with one tree and three shrubs for every 35’ linear feet.

E. Off Street Parking: Parking lots shall not be located in front of buildings nearest the right-of-way but shall be contained within parking lots located to the side or behind buildings that front the right-of-way. Buildings may be located behind parking lots if other buildings are fronting onto the right-of-way, and a pedestrian path can be used to access the building from the right-of-way.

F. Street Design: A Developer or the City may propose different street cross-sections that enhance walkability, street life, outdoor gathering, traffic calming, street parking, and beautification. The City Council may approve a different street cross-section with a recommendation from the Planning Commission. ~~D. Landscaping: Landscaping within a Planned Commercial development shall follow the following standards:~~

~~Street trees are required for every 50’ of frontage. These trees may be incorporated within park strips, landscape buffers, or planter boxes within the right-of-way.~~

~~The applicant shall comply with Hurricane City Standards for landscaping.~~

~~In lieu of a 10’ landscaping buffer along the right-of-way frontage, an applicant can provide that space for sidewalks, outdoor dining, and retail space that enhances the neighborhood’s walkability.~~

~~Parking lots and parking courts shall remain buffered by a 10’ landscape area with one tree and three shrubs for every 35’ linear feet.~~

Commented [6]: Buffered from what? From the street?

~~E. Off Street Parking: Parking lots shall not be located in front of buildings nearest the right-of-way but shall be contained within parking courts located to the side or behind buildings that front the right-of-way. Buildings may be located behind parking lots if other buildings are fronting onto the right-of-way, and a pedestrian path can be used to access the building from the right-of-way.~~

~~F. Street Design: A Developer or the City may propose different street cross-sections that enhance walkability, street life, outdoor gathering, traffic calming, street parking,~~

~~and beautification. The City Council maymust approve a different streetnew cross-section with a recommendation from the Planning Commission.~~

Planned Commercial

PLANNING COMMISSION

Goal of Planned Commercial Zone

10-11-2 Zone Purpose:

(D)(4). The purpose of the PC zone is to provide areas where a combination of destination oriented business, retail commercial, entertainment, and related uses may be established, maintained and protected to serve both residents and nonresidents of the city. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, offices, and various types of high density residential uses.

City Council Ask For Review

The City Council ask for the Planning Commission Review

Moderate Income Housing Plans States:

Allow for moderate income residential development in mixed use zones and planned commercial and neighborhood commercial zones based on guaranteed low to moderate income rental or ownership rates for the next 15 years. (p. 6)

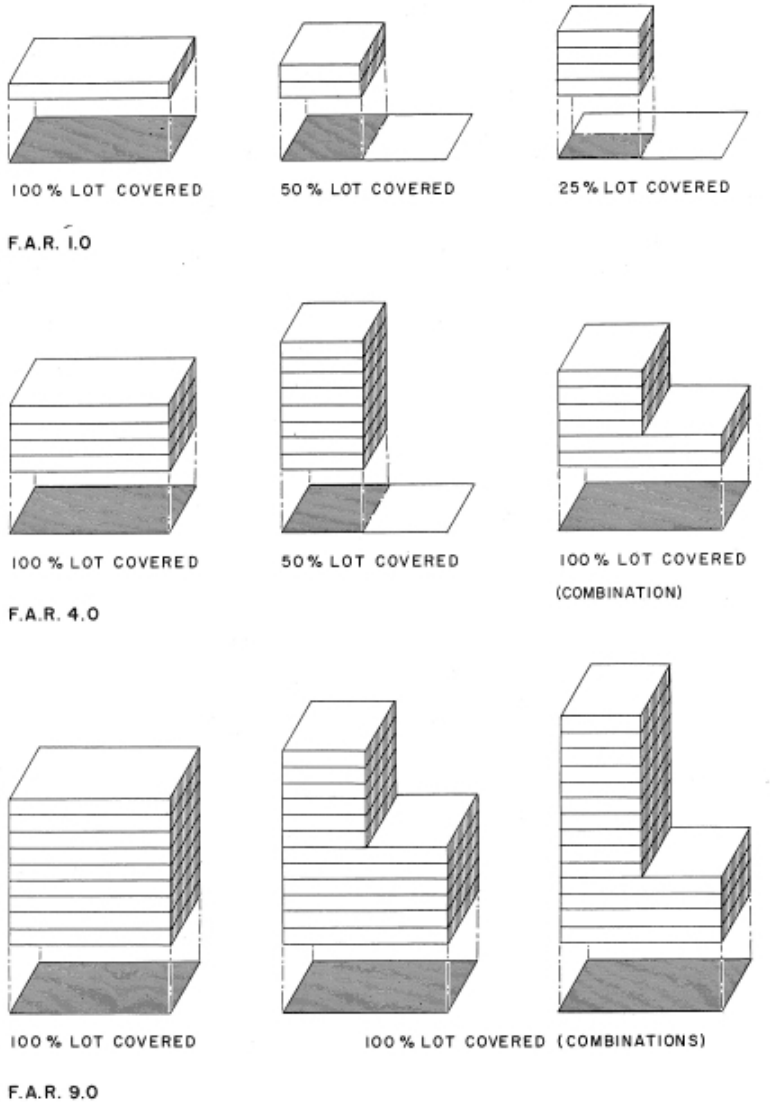
Rewrite sections of the land use code for mixed use and planned commercial zones setting specific densities and percentages of residential uses in commercial zones with density bonuses available for deed restricted rent and sales prices. The City will start work on this re-write in January of 2020 and intends to adopt changes by May of 2020 (p. 6)

Ideas

1. Use a hybrid Floor Area Ratio for commercial to residential.
    1. These type of standards can help control densities and building size
2. Require certain percentage of development be commercial.
    1. Could do 50%
3. Look at adding Inclusive Zoning Standards
    1. Require a developer to have a certain percentage of affordable housing within a development.
4. Review the Land Use Table for proper uses.

Floor Area Ratio

Controls building size on a parcel of land based on the size of parcel.



Control where Commercial is Located

The City Could Create standards for how commercial is placed within a development

- Example: The bottom floor could be required to be a commercial use.

	Zones				
Use	NC	GC	HC	PC	POC
Residential uses:					
Building, accessory	P	N	N	P	P
Dwelling, multiple-family4	N	N	N	P	P
Dwelling, single-family4	N	N	N	P	N
Dwelling, temporary	N	N	N	N	N
Dwelling, two-family4	N	N	N	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment	N	P	P	P	P
Residential facility for	P	N	N	P	P
Residential facility for	P	N	N	P	P
Residential facility for	N	N	N	N	N
Transitional housing facility	N	N	N	N	N
Public and civic uses:					
Auditorium or stadium	N	P	P	P	N
Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service	P	P	P	P	P
Convalescent care facility	N	P	P	P	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	C	P	P	P	P
Utility, major3	N	N	N	C	C
Utility, minor3	P	P	P	P	P
Utility substation3	P	P	P	P	P
Commercial uses:					
Agricultural sales and	N	P	P	P	N
Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N
Bank or financial institution	P	P	P	P	P
Bed and breakfast, home	N	N	N	N	N

Bed and breakfast inn	P	P	P	P	N
Business equipment rental,	P	P	P	P	P
Car wash	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and	N	P	P	N	N
Convenience store	P	P	P	P	P
Family child daycare	P	N	N	N	N
Family child group daycare	P	N	N	N	N
Family child residential	P	N	N	N	N
Family childcare center	P	P	P	P	P
Funeral home	N	P	P	P	N
Garden center	P	P	P	P	P
Gas and fuel, storage and	N	N	C	N	N
Gasoline service station	P	P	P	P	N
Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel	C	P	C	C	C
Kennel, residential	P	N	N	N	N
Laundry or dry cleaning,	P	P	P	P	P
Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental	N	P	P	P	N
Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service	P	P	P	P	P
Personal instruction	P	P	P	P	P
Printing and copying,	P	P	P	P	P
Printing, general	N	P	P	P	P
Produce stand	P	P	P	N	P
Recreation and	P	P	P	P	P
Recreation and	N	P	P	P	N
Recreational vehicle park	N	N	P	N	N
Repair service	P	P	P	C	P
Research service	N	P	P	N	N
Restaurant, fast food	P	P	P	P	P
Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P

Shopping center	P	P	P	P	P
Takeoff and landing of	N	N	N	N	N
Tattoo establishment	P	P	P	N	N
Tavern	N	P	P	P	N
Temporary trailer	P	P	P	P	P
Transportation service	N	P	P	C	N
Vehicle and equipment	N	P	P	C	N
Vehicle and equipment	N	P	P	N	N
Vehicle repair, limited	N	P	P	N	P
Veterinary service	P	P	P	N	N
Warehouse, self-service	P	P	N	N	N
Wireless	See section 10-50-5, table 10-50-1 of this title				
Industrial uses:					
Laundry services	N	N	N	P	N
Wholesale and	N	N	N	P	N
Wholesale and	N	N	N	N	N

Look at what coindtions should apply

Look at what condtions may be needed
Look at what condtions may be needed

From: Personal Email <sjamespark@gmail.com>
Sent: Thursday, March 17, 2022 11:45 AM
To: Stephen Nelson
Subject: Hurricane PC Zone Amendment

Stephen,

I am a land owner with PC zoning in Hurricane City. I've been closely following the ideas and concepts desired with the PC Zone amendment, and I think I understand where the City wants to go, and why. I appreciate all the time and effort you have put into this and am excited to see where how this eventually lands.

That being said, I would be remiss if I didn't add my thoughts for your consideration on the practical application of the amendment. I am sure that it is nothing you are not already aware of.

As everyone understands, a commercial venture must have a customer base to draw from, and must either be a destination or simply convenient. In any event, it requires people.

As a result, timing for residential and commercial improvements rarely coincide, particularly off of a main thoroughfare. Most of the time the residential portion will happen first and the commercial fills in as the business(s) can be financially viable and supported by the base.

When identifying the best course of implementation, I encourage the City to make this change based on **acreage percentage** and not on building square footage. It sounds like the current proposals are 80/20, which I feel works great as long as it's based on % of acreage of a parcel zoned PC.

Thank you for your time and consideration of this matter.

Warmest regards,
Steven Park

GOOD
BURGER
Royal Thai
Cuisine
Tropical CAFE
RISE
DESERT
HILLS
CRUX

4.78 acres = 208,216 sq ft
30,614 sq ft buildings 14.7%
E BRIGHAM RD
E THUNDER RD
922 E 3A
922 E Unit 3B
922 E 3A
922 E Suite 2B
922 E 2C
922 E 4D
922 E 4C
922 E 4A
922 E 5B
922 E 5A
922 E 6A
930 E
951 E
3239 S Unit 19
3239 S Unit 21
3239 S Unit 23
3239 S Unit 16
3239 S Unit 18
3239 S Unit 25
3239 S Unit 27
3239 S Unit 30
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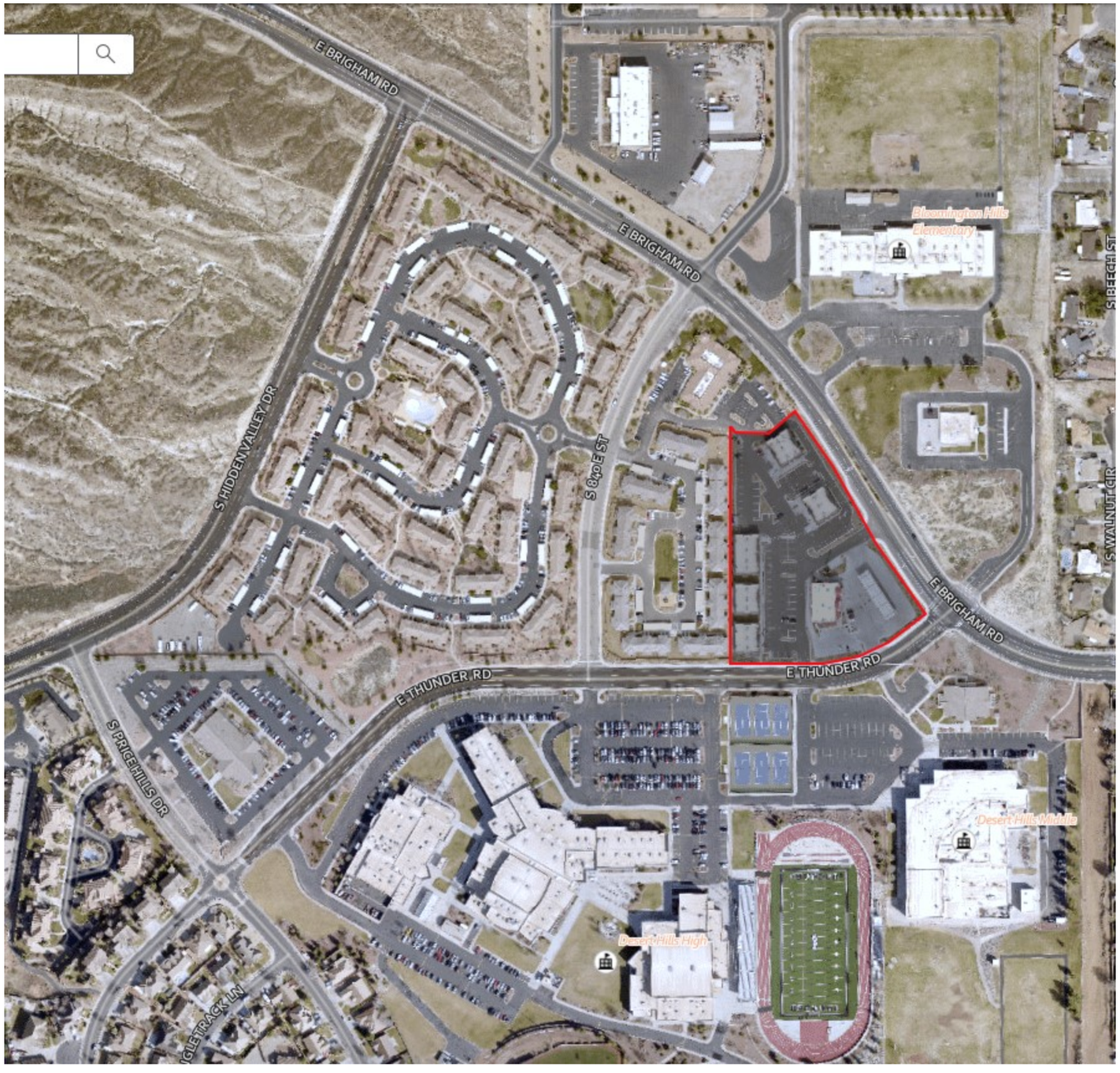
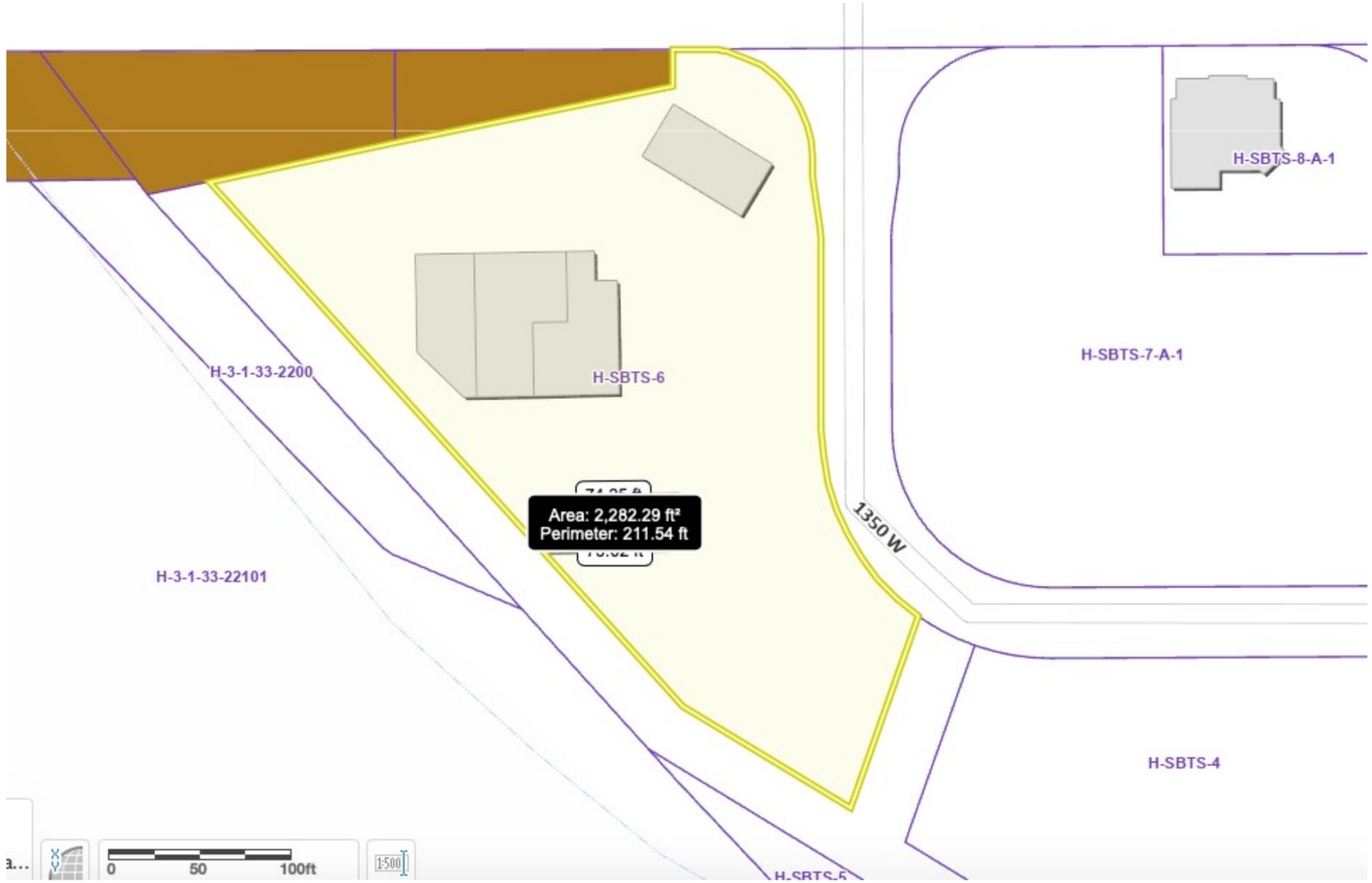

E BRIGHAM RD
E BRIGHAM RD
Bloomington Hills Elementary
S HIDDEN VALLEY DR
S 640 E ST
S WALNUT CIR
E BRIGHAM RD
E THUNDER RD
E THUNDER RD
S PRICE HILLS DR
Desert Hills High
Desert Hills Middle


H-SBTS-8-A-1
H-SBTS-7-A-1
H-3-1-33-2200
H-SBTS-6
Area: 2,282.29 ft²
Perimeter: 211.54 ft
1350 W
H-3-1-33-22101
H-SBTS-4
0
50
100ft
1:500

Tropical CAFE
DRIVE THRU
Tropical CAFE
MY COUTURE
NAIL SALON
&
SPA
BEDS 4 LESS
PEDICURE
MANICURE

From: Stephen Nelson
Sent: Wednesday, February 23, 2022 5:40 PM
To: Brienna Spencer; Darrin LeFevre; 'Dayton Hall'; 'Fay Reber'; Fred Resch; Kevin Thomas; 'Mark Sampson'; 'Mark Sampson.1'; 'Michelle Cloud'; Nanette Billings; 'Paul Farthing'; Penny James Garcia; 'pennyjamesgarcia25@gmail.com'; 'Ralph Ballard'; 'Rebecca Bronemann'; 'Shelley Goodfellow'; 'Stephen Nelson'
Subject: FW: PC
Attachments: Desert Hills Commercial Zoomed ut.png; Desert Hills commercial elevations.png; Desert Hills commercial size.png; Hurricane Stone Brook Town Square aerial.png; Hurricane Stone Brook Town Square elevation.png

---

From: David N <davenasal@gmail.com>
Sent: Wednesday, February 23, 2022 3:09 PM
To: Stephen Nelson <stephen@cityofhurricane.com>; Dwain Schallenberger <dwain@investsouthernutah.com>
Subject: PC

Stephen-

Thanks for your time last week. We really appreciate the dialogue and open door policy provided. I had promised I would do some homework and send over some examples and I'm keeping my word with you with this email.

This is a recently completed commercial project in front of Desert Hills high school. It is in close proximity and walkable, with the small shop space that I think would do well in Hurricane, be attractive and provide the services that people are looking for. Architecture could obviously be different. This is smaller than what Hurricane would be but I think gives an idea.

There are also townhomes behind this that have done well.

This shows a c-store, restaurants/fast food, and other shops. Building sizes are as follows:
Gas Station- 6,925
DHP 2 - 4,462
DHP 3, - 4,462
DHP 4, - 5,933
DHP 5, - 4,416
DHP 6, - 4,416
Total of 30,614 sq ft utilizing 14.8% of the 4.78 acres of land that the project sits on. Ours in Hurricane is more than double that and can benefit from much more commercial square footage.

These share parking which I think helps maximize the commercial and has so far worked well. From our conversation and some people on the planning commission, it seemed like this sharing is part of the goal.

I have also attached an aerial of Stone Brook Town Square in Hurricane and the elevations. The county shows three buildings:
1- 8,345
2- 2,049
3. 2,282
Total 12,676 sq ft on 1.81 acres for 16.07% building usage on grounds, including grass strip.

We think planning the parcels based off of acreage instead of square footage will make planning and construction smoother for both the city and developer. Otherwise, I think one could impede the other.

Thanks again,

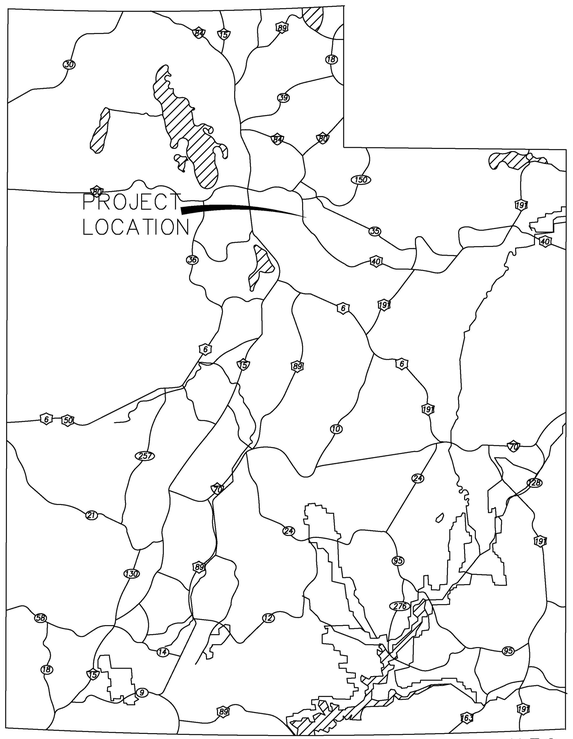
Dave Nasal
435-705-4474

SITE DEVELOPMENT CONSTRUCTION PLANS

ALTITUDE LOFT CONDOMINIUMS

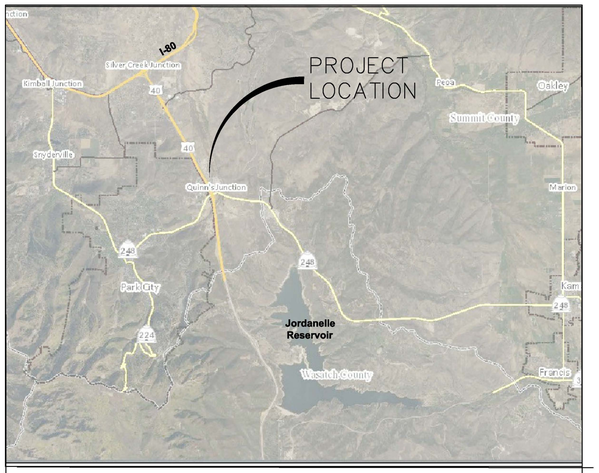
SOUTH HALF OF SECTION 35, TOWNSHIP 1 SOUTH
RANGE 4 EAST SUMMIT COUNTY, SALT LAKE BASE AND MERIDIAN

PRELIMINARY



VICINITY MAP

N.T.S.



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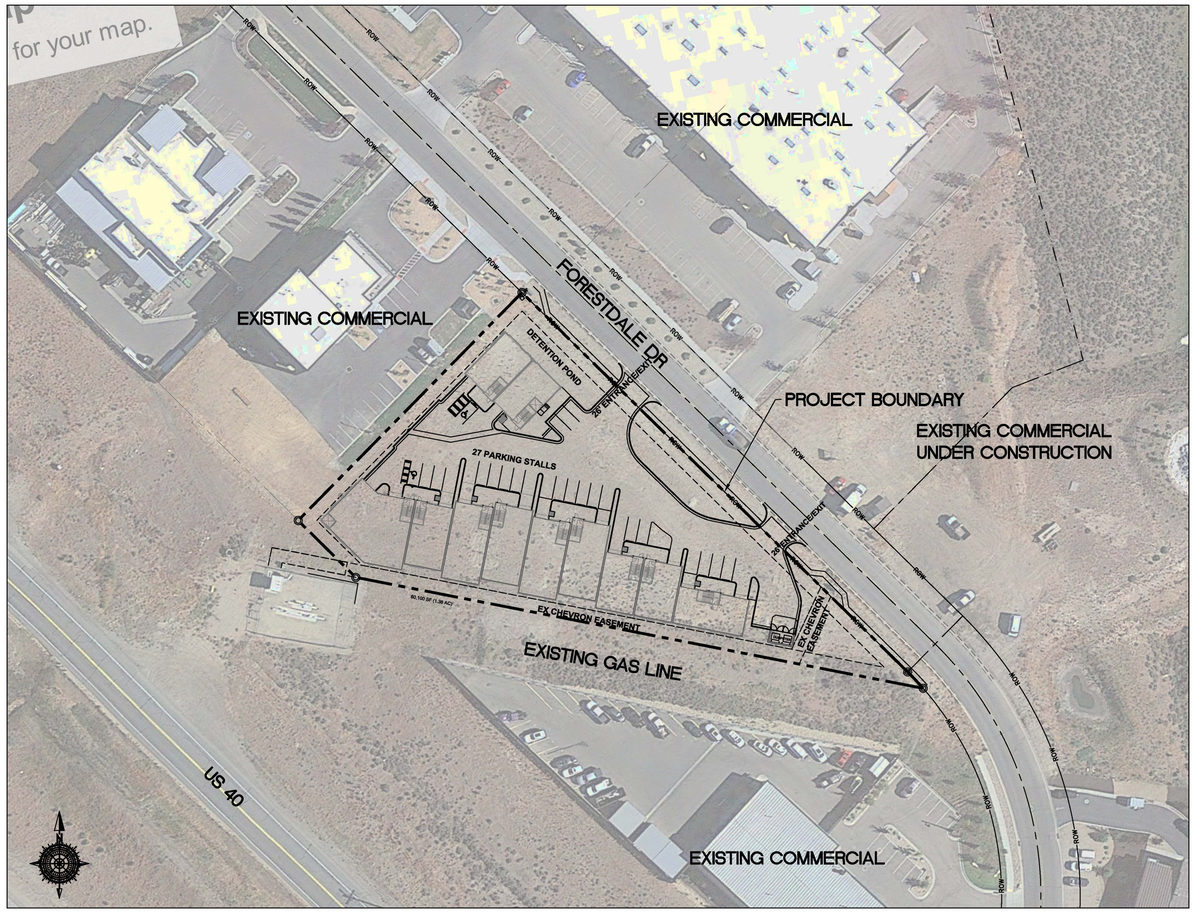


VICINITY MAP
N.T.S.

OCTOBER 20, 2021

REVISIONS

#	DESCRIPTION	DATE	SHEETS AFFECTED
		7-6-16	ER3

INDEX OF SHEETS

1	TITLE SHEET
1A	PROJECT NOTES
N/A	PLATS
2	EXISTING CONDITIONS/DEMOLITION PLAN
3	OVERALL SITE PLAN
G	GRADING SHEETS
U1	WATER UTILITY SHEET
U2	SEWER UTILITY SHEET
U3	STORM UTILITY SHEET
PP1	PLAN AND PROFILE
SWPPP	STORM WATER POLLUTION PROTECTION PLAN
D1	STREET DETAILS
D2	SANITARY SEWER DETAILS
D3	CULINARY WATER DETAILS
D4	STORM WATER DETAILS
LS	LANDSCAPING LS SHEETS
IR	LANDSCAPING IRRIGATION SHEETS

REVIEW ONLY
NOT FOR
CONSTRUCTION

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

DATE:	PROJECT:	FILE:	SHEET NO.
10-20-2021	YANCEY PARK CITY	1-TITLE	1

ALTITUDE LOFT CONDOMINIUMS

CONSTRUCTION NOTES

1. All work to be done in conformity to SUMMIT County standards and specification and as directed by the Snyderville Basin Water Reclamation District engineer or his representatives.

2. All sewer and water system construction shall be in accordance with Snyderville Basin Water Reclamation District standards and specifications. Contractor to obtain current standards from the Snyderville Basin Water Reclamation District

3. Contractor shall contact blue stakes prior to beginning construction, to facilitate the location and identification of existing underground utilities.

4. Contractor responsible for protection of all utilities shown or not shown.

5. Contractor shall be responsible to obtain and pay for necessary permits.

6. Contractors shall attend all pre-construction conferences.

7. Contractor shall be responsible for all public safety and OSHA standards.

8. Contractor shall field verify locations and invert elevations of all existing sewer facilities and other utilities prior to building or staking any new sewer lines.

9. Location and installation of gas, power, telephone, and cable lines to be done in accordance with SUMMIT County standards.

10. All culinary water lines shall be ductile iron rated PC350 minimum. The pipe shall be standard coal tar coated on the outside and shall be lined on the inside cement mortar lining conforming to ANSO A21.4 (AWWA C104).

11. Minimum depth for culinary waterlines from the final grade to the top of the pipe is 7 feet, unless otherwise noted on the plan and profile sheets.

12. Minimum spacing between waterlines and sewer lines is 10 feet horizontally or 18 inches vertically (in times of crossing the waterline shall be above the sewer line). All other utilities shall be spaced a minimum distance of 12 inches from the waterline.

13. All ductile iron valves, hydrants, and buried fittings shall be wrapped with 8 mil thick polyethylene film tube or sheet. The film shall be held in place by and approved adhesive tape, equal to scotchrap no. 50. Al fittings and valves requiring wrapping shall be wrapped prior to placing concrete thrust blocking. All valves are to be flanged to the adjacent fittings.

14. Sanitary sewer laterals shall extend into each lot 10' and be marked with a 2" galvanized pipe with the top 12" painted green.

15. Culinary water main line stubs shall extend into each lot 10' and be marked with a 2" galvanized pipe with the top 12" painted blue.

16. Contractor to verity as build sewer laterals for building FF design. Existing sewer lateral to govern.

MISC CONSTRUCTION NOTES

THE CONTRACTOR SHALL CAREFULLY READ ALL OF THE NOTES AND SPECIFICATIONS, THE CONTRACTOR SHALL BE SATISFIED AS TO THEIR TRUE MEANING AND INTENT AND SHALL BE RESPONSIBLE FOR COMPLYING WITH EACH.

GENERAL NOTES:

1) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FOLLOWING; SUMMIT COUNTY STANDARD SPECIFICATIONS, UNLESS OTHERWISE STATED. SUMMIT COUNTY SEWER DISTRICT STANDARD SPECIFICATIONS, LATEST EDITION, AND ALL AMENDMENTS THERETO TO DATE, AND THE UTAH PUBLIC WORKS GENERAL CONDITIONS AND STANDARD SPECIFICATIONS FOR CONSTRUCTION IN ITS LATEST EDITION (UPW), THE M.U.T.C.D. MANUAL FOR STRIPING AND LAND DISTURBANCE, AND THE MANUAL FOR EROSION CONTROL, WHERE APPLICABLE.

2) PRIOR TO PERFORMING ANY WORK, THE CONTRACTOR SHALL CONTACT SUMMIT COUNTY FOR A PRE-CONSTRUCTION CONFERENCE.

3) IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.

4) WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

5) THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR, IT SHALL BE EXPECTED THAT PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE.

THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES, WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR PECULIAR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHTS-OF-WAY, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.

7) CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHTS-OF-WAY OR EASEMENTS FROM SUMMIT COUNTY AND UDOT CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMENCING THE WORK, OR AS REQUIRED BY SAID PERMITS.

8) THE CONTRACTOR SHALL, AT THE TIME OF BIDDING, AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.

9) CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK.

IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID.

SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT.

THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.

10) THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

11) THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.

12) THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.

13) THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.

14) THE CONTRACTOR AGREES THAT:

A. THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH PHASE OF WORK.

B. THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C. THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.

D. THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.

E. THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND REINSPECTIONS AT THEIR OWN EXPENSE.

F. UNLESS OTHERWISE NOTED ALL EXCESS SOILS AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.

15) THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

16) DUST TO BE CONTROLLED 24 HOURS PER DAY, 7 DAYS PER WEEK, AS CONDITIONS DICTATE, WITH A WATER TRUCK.

17) CONSTRUCTION STAKING FOR LIMITS OF DISTURBANCE INCLUDING CONSTRUCTION AND SILT FENCES, GRADING, CURB, GUTTER, SIDEWALK, SANITARY SEWER, STORM DRAIN, WATER, AND ELECTROLIERS MAY BE DONE BY AWARDED SURVEYOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER FORTY-EIGHT (48) HOURS IN ADVANCE OF THE NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS THAT IS ABOVE AND BEYOND STANDARD STAKING NEEDS, WILL BE SUBJECT TO AN EXTRA WORK BACK CHARGE TO THE CONTRACTOR.

MISC CONSTRUCTION NOTES

18) FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF A PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE A PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION.

19) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

20) IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT OF EXISTING IMPROVEMENTS. THERE WILL BE NO EXTRA COST DUE THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.

21) WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AFTER PROPER BACKFILLING AND/OR CONSTRUCTION, WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.

22) THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL; ELECTRICAL AND INSTRUMENTATION EQUIPMENT; PIPING AND CONDUITS; STRUCTURES AND OTHER FACILITIES. THE AS-BUILTS OF THE ELECTRICAL SYSTEM SHALL INCLUDE THE STREET LIGHT LAYOUT PLAN SHOWING LOCATION OF LIGHTS, CONDUITS, CONDUCTORS, POINTS OF CONNECTIONS TO SERVICES, PULLBOXES, AND WIRE SIZES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR.

PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

23) WORK IN EASEMENTS AND/OR RIGHTS-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID EASEMENTS AND/OR RIGHTS-OF-WAY.

24) BENCHMARK:

ELEVATION: 6608.42
DESCRIPTION: FRONT LOT CORNER LOT 2/3 REBAR (BENCHMARK ENGR)

CLEARING AND GRADING NOTES:

1) CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH SUMMIT COUNTY STANDARD SPECIFICATIONS, AND THE RECOMMENDED EARTHWORK SPECIFICATIONS FOUND IN THE LATEST REPORT OF GEOTECHNICAL INVESTIGATION.

2) THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON A TOPO SURVEY SUPPLIED BY THE OWNER.

3) THE OWNER SHALL PROVIDE A TEMPORARY EROSION CONTROL PLAN AND OBTAIN ALL PERMITS REQUIRED BY SUMMIT COUNTY CITY, AND THE STATE OF UTAH FOR TEMPORARY EROSION CONTROL. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ALL TEMPORARY EROSION CONTROL AND MAINTENANCE, AND SHALL PROVIDE EROSION AND SEDIMENT CONTROL FORMS TO THE CITY. FOR ADDITIONAL EROSION CONTROL INFORMATION, SEE "EROSION CONTROL, SWPPP AND REVEGETATION PLAN" SHEETS AND REPORTS.

4) SUBSOIL INVESTIGATIONS HAVE BEEN CONDUCTED AT THE SITE OF THE WORK. COPIES OF THE SOILS REPORT MAY BE OBTAINED AT THE OFFICE OF xxxxxxxx ENGR. SOIL INVESTIGATIONS WERE CONDUCTED FOR DESIGN PURPOSES ONLY, AND THE DATA SHOWN IN THE REPORTS ARE FOR SUBSURFACE CONDITIONS FOUND AT THE TIME OF THE INVESTIGATION. THE OWNER AND ENGINEER DISCLAIM RESPONSIBILITY FOR THE INTERPRETATION BY THE CONTRACTOR OF DATA, SUCH AS PROJECTION OR EXTRAPOLATION, FROM THE TEST HOLES TO OTHER LOCATIONS ON THE SITE OF THE WORK, SOIL BEARING VALUES AND PROFILES, SOIL STABILITY AND THE PRESENCE, LEVEL AND EXTENT OF UNDERGROUND WATER FOR SUBSURFACE CONDITIONS DURING CONSTRUCTION OPERATIONS.

DEWATERING NOTES:

1) THE CONTRACTOR SHALL FURNISH, INSTALL, OPERATE AND MAINTAIN ALL MACHINERY, APPLIANCES, AND EQUIPMENT TO MAINTAIN ALL EXCAVATIONS FREE FROM WATER DURING CONSTRUCTION. THE CONTRACTOR SHALL DISPOSE OF THE WATER SO AS NOT TO CAUSE DAMAGE TO PUBLIC OR PRIVATE PROPERTY, OR TO CAUSE A NUISANCE OR MENACE TO THE PUBLIC OR VIOLATE THE LAW. THE DEWATERING SYSTEM SHALL BE INSTALLED AND OPERATED SO THAT THE GROUND WATER LEVEL OUTSIDE THE EXCAVATION IS NOT REDUCED TO THE EXTENT WHICH WOULD CAUSE DAMAGE OR ENDANGER ADJACENT STRUCTURES OR PROPERTY. ALL COST FOR DEWATERING SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ALL PIPE CONSTRUCTION. THE STATIC WATER LEVEL SHALL BE DRAWN DOWN A MINIMUM OF 1 FOOT BELOW THE BOTTOM OF EXCAVATIONS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL SOILS AND ALLOW THE PLACEMENT OF ANY FILL TO THE SPECIFIED DENSITY. THE CONTRACTOR SHALL HAVE ON HAND, PUMPING EQUIPMENT AND MACHINERY IN GOOD WORKING CONDITION FOR EMERGENCIES AND SHALL HAVE WORKMEN AVAILABLE FOR ITS OPERATION. DEWATERING SYSTEMS SHALL OPERATE CONTINUOUSLY UNTIL BACKFILL HAS BEEN COMPLETED TO 1 FOOT ABOVE THE NORMAL STATIC GROUNDWATER LEVEL.

2) THE CONTRACTOR SHALL CONTROL SURFACE WATER TO PREVENT ENTRY INTO EXCAVATIONS. AT EACH EXCAVATION, A SUFFICIENT NUMBER OF TEMPORARY OBSERVATION WELLS TO CONTINUOUSLY CHECK THE GROUNDWATER LEVEL SHALL BE PROVIDED.

3) SUMPS SHALL BE AT THE LOW POINT OF EXCAVATION. EXCAVATION SHALL BE GRADED TO DRAIN TO THE SUMPS.

4) THE CONTROL OF GROUNDWATER SHALL BE SUCH THAT SOFTENING OF THE BOTTOM OF EXCAVATIONS, OR FORMATION OF "QUICK" CONDITIONS OR "BOILS", DOES NOT OCCUR. DEWATERING SYSTEMS SHALL BE DESIGNED AND OPERATED SO AS TO PREVENT REMOVAL OF THE NATURAL SOILS. THE RELEASE OF GROUNDWATER AT ITS STATIC LEVEL SHALL BE PERFORMED IN SUCH A MANNER AS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL FOUNDATIONS SOILS, PREVENT DISTURBANCE OF COMPACTED BACKFILL, AND PREVENT FLOTATION OR MOVEMENT OF STRUCTURES, PIPELINES AND SEWERS. IF A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR DISPOSAL OF WATER FROM CONSTRUCTION DEWATERING ACTIVITIES, IT SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO ANY DEWATERING ACTIVITIES.

UNDERGROUND UTILITIES:

1) THE INFORMATION SHOWN ON THE PLANS WITH REGARD TO THE EXISTING UTILITIES AND/OR IMPROVEMENTS WAS DERIVED FROM FIELD INVESTIGATIONS AND/OR RECORD INFORMATION. THE ENGINEER DOES NOT GUARANTEE THESE LOCATIONS TO BE EITHER TRUE OR EXACT. PRIOR TO CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL EXISTING IMPROVEMENTS AND TO EXPOSE ALL EXISTING UNDERGROUND UTILITIES RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO, SEWER, STORM DRAIN, WATER, IRRIGATION, GAS, ELECTRICAL, ETC. AND SHALL NOTIFY THE ENGINEER FORTY-EIGHT (48) HOURS IN ADVANCE OF EXPOSING THE UTILITIES, SO THAT THE EXACT LOCATION AND ELEVATION CAN BE VERIFIED AND DOCUMENTED. THE COST ASSOCIATED TO PERFORM THIS WORK SHALL BE INCLUDED IN EITHER THE LUMP SUM CLEARING COST OR IN THE VARIOUS ITEMS OF WORK. IF LOCATION AND/OR ELEVATION DIFFERS FROM THAT SHOWN ON THE DESIGN PLANS, PROVISIONS TO ACCOMMODATE NEW LOCATION/ELEVATION MUST BE MADE PRIOR TO CONSTRUCTION.

2) PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.

MISC CONSTRUCTION NOTES

3) THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4' OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH INDUSTRIAL COMMISSION OF UTAH SAFETY ORDERS SECTION 68 – EXCAVATIONS, AND SECTION 69 – TRENCHES, ALONG WITH ANY LOCAL CODES OR ORDINANCES. ANY EXCAVATION GREATER THAN 10 FEET IN DEPTH REQUIRES A TRENCH BOX.

4) PRIOR TO OPENING AN EXCAVATION, CONTRACTOR SHALL ENDEAVOR TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH AN INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

5) IN CASES OF HIGH GROUNDWATER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO USE RUBBER GASKET JOINTS ON ALL PRE CAST PIPES. THE COST FOR RUBBER GASKET JOINTS SHALL BE INCLUDED IN THE UNIT PRICES OF PIPE.

6) THE CONTRACTOR SHALL PROVIDE CLAY DAMS IN UTILITY TRENCHES TO PREVENT CHANNELING OF SUBSURFACE WATER, DURING AND AFTER CONSTRUCTION. CONSTRUCT CLAY DAMS AT THE TOP OF GRADE BREAKS AND AT THE FOLLOWING INTERVALS:

* TRENCHES WITH SLOPES < 10% = DAMS AT 500' INTERVALS
* TRENCHES WITH SLOPES ≥ 10% = DAMS AT 100' INTERVALS

7) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS OF SUMMIT COUNTY FOR H-20 LOAD REQUIREMENTS.

8) ALL CONSTRUCTION AND MATERIALS FOR THE SEWER MAIN AND LATERALS MUST COMPLY WITH THE SUMMIT COUNTY DISTRICT. THE UNIT COST OF THE SEWER LATERAL INCLUDES CONNECTION TO THE SEWER MAIN.

9) ALL EXISTING WATER VALVES TO BE OPERATED UNDER THE DIRECTION OF SUMMIT COUNTY PERSONNEL ONLY.

10) WATER LINES SHALL BE A MINIMUM OF 10' HORIZONTALLY FROM SEWER MAINS. CROSSINGS SHALL MEET STATE HEALTH STANDARDS. CONTRACTOR RESPONSIBLE FOR ALL NECESSARY FITTINGS AND THRUST BLOCKS.

11) THE CONTRACTOR SHALL NOTIFY ENGINEER AT LEAST 48 HOURS PRIOR TO BACKFILLING OF ANY PIPE WHICH STUBS TO A FUTURE PHASE OF CONSTRUCTION FOR INVERT VERIFICATION. TOLERANCE SHALL BE IN ACCORDANCE WITH THE REGULATORY AGENCY STANDARD SPECIFICATIONS.

12) ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER AND STREET PAVING.

SURFACE IMPROVEMENTS:

1) SUB GRADE PREPARATION: EARTHWORK FOR ROADWAY SECTIONS SHOULD BE CONDUCTED PER THE LATEST GEOTEC REPORT. ONCE ROADWAY EXCAVATION STARTS, THE SUB GRADE SHOULD BE SCARIFIED AND RECOMPACTED AT THE PROPER MOISTURE CONTENT TO 96 PERCENT RELATIVE DENSITY (STANDARD PROCTOR ASTM D-1557). THE NATIVE SUB GRADE SHOULD BE FIRM AND NON-YIELDING PRIOR TO SUB BASE PLACEMENT. EVERY EFFORT SHOULD BE MADE TO AVOID EXPOSING NATIVE SUB-GRADES TO EXCESS MOISTURE.

2) ALL MANHOLE RIMS, VALVES AND MONUMENT BOXES, ETC. SHALL BE ADJUSTED TO FINISH GRADE AFTER STREET PAVING, UNLESS OTHERWISE NOTED. IN PAVED AREAS, PROVIDE A 1 FOOT BY 1/2 FOOT CONCRETE COLLAR . SET CONCRETE COLLAR 3/8 INCH LOWER THAN FINISH GRADE AT OUTER EDGE. PROVIDE CONCRETE COLLAR FOR ALL VALVES AND MONUMENTS PER SUMMIT COUNTY STANDARD SPECIFICATIONS. COST FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICES FOR SAID FACILITIES.

3) PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON THE PLANS. REPLACEMENT OF PAVEMENT WHICH IS BROKEN OR CUT DURING THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, AND WHICH LIES OUTSIDE OF SAID AREAS, SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK.

4) INSTALLATION OF STREET LIGHTS SHALL BE IN ACCORDANCE WITH SUMMIT COUNTY DEVELOPMENT GUIDELINES.

5) PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS BUILT TO THESE PLANS AND SPECIFICATIONS THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE OWNER, CITY OF SUMMIT COUNTY, AND UTAH POWER TO HAVE THE ELECTRICAL SYSTEM AND ALL STREET LIGHTS ENERGIZED.

6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.

7) STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH UPW SECTIONS 01570 AND 02580.

CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY :
CHECKED BY : GPW
SCALE : N/A

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5845 FAX: (801) 432-7050
paul@gatewayconsultingllc.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

CONSTRUCTION NOTES

10-20-2021

SUMMIT COUNTY

LICENSED PROFESSIONAL ENGINEER PAUL GW ROBERTS 5371809 STATE OF UTAH

REVIEWED NOT FOR CONSTRUCTION

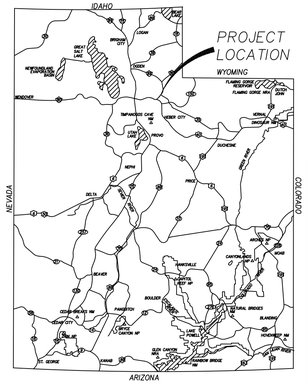
SHEET NO. 1A

ALTITUDE LOFT CONDOMINIUMS

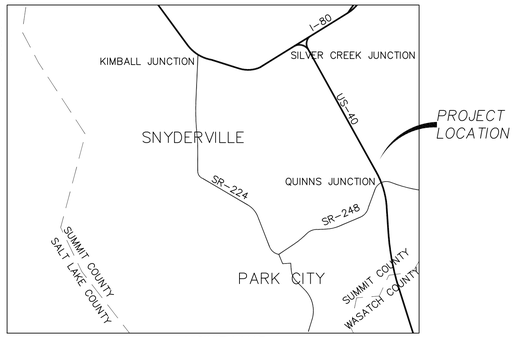
(FORMERLY PARK CITY BUSINESS CENTER LOT 2)

LOCATED IN THE WEST HALF OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY

PRELIMINARY PLAT



VICINITY MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

NOTES:

1) AT THE TIME OF ANY RESURFACING OF THE COMMON AREA, THE ALTITUDE LOFT CONDOMINIUMS LLC SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MANHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD) STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTION BY SBWRD IS REQUIRED.
2) SUBJECT TO THE PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALTITUDE LOFT CONDOMINIUMS LLC, AS AMENDED FROM TIME TO TIME, EACH UNIT MAY BE USED FOR SUCH USES AS ALLOWED IN ACCORDANCE WITH THE ZONING AND RELATED ORDINANCES OF SUMMIT COUNTY SET FORTH IN THE USE TABLE IN TITLE 10 CHAPTER 2 SECTION 10-2-10 OF THE SUMMIT COUNTY CODE. UP TO ONE ACCESSORY DWELLING UNIT IS ALLOWED PER UNIT AS AN INCIDENTAL USE WHICH IS AN ACCESSORY USE TO THE PRIMARY USE OF EACH UNIT. A BUILDING PERMIT SHALL BE REQUIRED FOR AN ACCESSORY DWELLING UNIT. AN ACCESSORY DWELLING UNIT MAY NOT BE SOLD SEPARATELY FROM THE ENTIRE UNIT. A CERTIFICATE OF OCCUPANCY FOR AN ACCESSORY DWELLING UNIT SHALL ONLY BE GRANTED CONCURRENT WITH OR SUBSEQUENT TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE PRIMARY USE OF THE UNIT.
3) ANY SQUARE FOOTAGE OF ACREAGE REFERENCED OR LISTED HEREON WITH RESPECT TO ANY UNIT RELATES SOLELY TO SUCH UNIT'S MAXIMUM FOOTPRINT. THE ACTUAL TOTAL SQUARE FOOTAGE FOR ANY UNIT MAY VARY WITHIN SUCH UNIT'S BUILDING ENVELOPE SUBJECT TO FLOOR AREA AND HEIGHT LIMITATIONS SET FORTH IN THE ZONING AND RELATED ORDINANCES OF SUMMIT COUNTY IN TITLE 10 CHAPTER 2 SECTION 10-2-8 OF THE SUMMIT COUNTY CODE, AS AMENDED FROM TIME TO TIME.
4) ALTITUDE LOFT CONDOMINIUMS CCR'S RECORDED _____, AS ENTRY NO. XXXXXXXX, BOOK XXXX, PAGE XXX, AT THE SUMMIT COUNTY RECORDER.
5) ALL COMMON AREAS ARE ALSO PUBLIC UTILITY EASEMENTS.

NOTE: ALL COMMON AREAS AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENT (P.U.E.)

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT WAS ESTABLISHED AS SOUTH 63°56'04" EAST, 463.03 FEET MEASURED BETWEEN A FOUND REBAR ON THE WEST LINE OF LOT 2 AND A BRASS PLUG IN CURB AT THE PROPERTY LINE EXTENDED FOR SAID LOT 2. IN CONFORMANCE WITH THE OFFICIAL ALTA/NSPS LAND TITLE SURVEY FOR LOT 2 OF PARK CITY BUSINESS CENTER SUBDIVISION.

DEVELOPER/OWNER

NAME: GOLIATH Partners, LLC
CONTACT: Bill Turoczy
ADDRESS: 4554 Forestdale Dr D-25, Park City, Utah 84098
PHONE: 702-379-7600
EMAIL: scott@scottyancey@gmail.com

SUMMIT WATER DISTRIBUTION COMPANY

SUMMIT WATER DISTRIBUTION COMPANY WILL DELIVER WATER TO ALTITUDE LOFT CONDOMINIUMS CONSISTENT WITH SUMMIT WATER'S ARTICLE OF INCORPORATION , RULES AND REGULATIONS, BYLAWS, AND OTHER CORPORATIONS DOCUMENTS, AND PURSUANT TO THE DEVELOPMENT AGREEMENT BETWEEN SUMMIT WATER AND DEVELOPER.

APPROVED THIS _____ DAY OF _____, 20___

S.W.D.C AUTHORIZED REPRESENTATIVE

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

APPROVED THIS _____ DAY OF _____, 20___

AUTHORIZED REPRESENTATIVE

COUNTY ASSESSOR

APPROVED THIS _____ DAY OF _____, 20___

COUNTY ASSESSOR

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS _____ DAY OF _____, 20___

BY: JEFF WARD, GIS DIRECTOR
SUMMIT COUNTY PUBLIC SAFETY ANSWERING POINT

PARK CITY FIRE SERVICE DISTRICT

THIS PLAT HAS BEEN APPROVED BY THE PARK CITY FIRE SERVICE DISTRICT.

DATE *PARK CITY FIRE MARSHAL*

COUNTY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE SNYDERVILLE BASIN PLANNING COMMISSION THIS _____ DAY OF _____, 20___

CHAIR OF SNYDERVILLE BASIN PLANNING COMMISSION

COUNTY ATTORNEY

APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20___

COUNTY ATTORNEY

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATIONS DISTRICT STANDARDS ON THIS _____ DAY OF _____, 20___

S.B.W.R.D. AUTHORIZED REPRESENTATIVE

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____, 20___

AUTHORIZED REPRESENTATIVE

DOMINION ENERGY

APPROVED THIS _____ DAY OF _____, 20___

AUTHORIZED REPRESENTATIVE

COUNTY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

DATE *COUNTY ENGINEER*

GOVERNING BODY APPROVAL AND ACCEPTANCE

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20___

SUMMIT COUNTY MANAGER
LAND USE AUTHORITY

SHEET NO
1
6

11-24-21

SURVEYOR'S CERTIFICATE

I, _____, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. _____ as prescribed under the laws of the State of Utah, I further certify that a survey has been made of the land shown on this plat and described hereon and have subdivided said tract of land into lots and streets, hereafter to be know as:
ALTITUDE LOFT CONDOMINIUMS
and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS WEST 400.57 FEET AND SOUTH 0°03'42" EAST 2,507.74 FEET ALONG THE QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND COMMENCING; THENCE SOUTH 30°30'21" EAST, 413.04 FEET TO A POINT ON A 240.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 17.24 FEET THROUGH A CENTRAL ANGLE OF 4°06'53" (CHORD BEARING SOUTH 28°26'55" EAST, 17.23 FEET); THENCE NORTH 63°56'04" WEST, 441.59 FEET; THENCE NORTH 30°24'42" WEST, 61.72 FEET; THENCE NORTH 59°29'39" EAST, 243.79 FEET BACK TO THE POINT OF BEGINNING.
PARCEL CONTAINING 60,102 SF OR 1.38 AC.

FORMERLY KNOWN AS PARK CITY BUSINESS CENTER LOT 2 AS RECORDED.

_____ _____
DATE:

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE OWNER OF THE TRACT OF LAND DESCRIBED HERE IN AS THE "ALTITUDE LOFT CONDOMINIUMS" LOCATED ON SAID TRACT OF LAND, DO HEREBY CERTIFY THAT THEY HAVE CAUSED A SURVEY TO BE MADE AND HAS THIS RECORD OF SURVEY MAP CONSISTING OF 6 SHEETS; AND DO HEREBY CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP IN ACCORDANCE WITH THE UTAH "CONDOMINIUM OWNERSHIP ACT", AND THAT THEY HAVE CAUSED THIS INSTRUMENT TO BE KNOWN AS:

ALTITUDE LOFT CONDOMINIUMS

LOCATED IN THE WEST HALF OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

In witness whereof _____ have hereunto set _____ hand(s) this _____ day of _____ A.D., 20___.

ALTITUDE LOFT CONDOMINIUMS

_____
BY: GOLIATH PARTNERS LLC
ITS: MANAGER

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

ON THE _____DAY OF_____A.D., 2021, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITIES ARE PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO, BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE MANAGER OF GOLIATH PARTNERS LLC AND THAT OWNER'S DEDICATION WAS SIGNED BY HIM ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SAID LLC EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ COMMISSION NUMBER _____
DATE

_____ _____
PRINT NAME NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

SURVEYOR OF RECORD:

SURVEYOR LOGO HERE

PROJECT ENGINEER:

GATEWAY CONSULTING, inc
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

RECORDED # _____

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

_____ _____
FEE $ SUMMIT COUNTY RECORDER

ALTITUDE LOFT CONDOMINIUMS

(FORMERLY PARK CITY BUSINESS CENTER LOT 2)

LOCATED IN THE WEST HALF OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY

PRELIMINARY PLAT

20 0 20 40
SCALE IN FEET
1"=20' (24"x36" SIZE ONLY)

ADDRESSES	
ADDRESSES	UNIT
4123 N FORESTDALE DR	#1
4123 N FORESTDALE DR	#2
4123 N FORESTDALE DR	#3
4123 N FORESTDALE DR	#4
4123 N FORESTDALE DR	#5
4123 N FORESTDALE DR	#6
4123 N FORESTDALE DR	#7
4123 N FORESTDALE DR	#8
4123 N FORESTDALE DR	#9
4123 N FORESTDALE DR	#10
4123 N FORESTDALE DR	#11

LEGEND

- SETBACKS
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- 10FT P.U.E. LINE
- EXISTING P.U.E LINE
- ROW — EXISTING RIGHT OF WAY
- EXISTING CURB AND GUTTER
- EXISTING UDOT MONUMENT
- SECTION CORNER
- NEW ROAD MONUMENT
- EXISTING REBAR AND CAP CURB PLUG
- BEARING CHANGE

FORESTDALE INVESTMENTS LLC PCBC-B-1

NORTH QUARTER CORNER SECTION 35 TOWNSHIP 1 SOUTH RANGE 4 EAST SALT LAKE BASE AND MERIDIAN (FOUND REBAR AND CAP)

S 0°03'42" E 2507.74' — QUARTER SECTION LINE — S 0°03'42" E 2668.85' — SECTION COR TO SEC COR

WEST 400.57'

S 0°03'42" E 161.11'

CENTER CORNER SECTION 35 TOWNSHIP 1 SOUTH RANGE 4 EAST SALT LAKE BASE AND MERIDIAN (FOUND REBAR AND CAP)

POINT OF BEGINNING

FORESTDALE DR
N 30°30'21" W 1,453.03'
(60 FT PUBLIC ROAD)

S 30°30'21" E 413.04'

4123 North Forestdale Dr

30' BLDG AND PARKING SETBACK

TOPMARK INVESTMENTS LLC PCBC-3

N 59°29'39" E 243.79'

12' BLDG SETBACK

30' PARKING SETBACK

UNIT "2" 1b 1b 1b
LEVEL 1=1265 SF
LEVEL 2=1265 SF
LEVEL 3=1265 SF

UNIT "1" 1b 1b 1b
LEVEL 1=1187 SF
LEVEL 2=1253 SF
LEVEL 3=1187 SF

FIRE RISER ROOM 69 SF

UNIT '3' 1b 1b 1b
LEVEL 1=2859 SF
LEVEL 2=2924 SF
LEVEL 3=1588 SF
PATIO=1329 SF

UNIT '4' 1b 1b 1b
LEVEL 1=1388 SF
LEVEL 2=1358 SF
LEVEL 3=908 SF
PATIO=580 SF

UNIT '5' 1b 1b 1b
LEVEL 1=1694 SF
LEVEL 2=1148 SF
PATIO=556 SF

UNIT '6' 1b 1b 1b
LEVEL 1=1674 SF
LEVEL 2=1674 SF
LEVEL 3=1129 SF
PATIO=519 SF

UNIT '7' 1b 1b 1b
LEVEL 1=1694 SF
LEVEL 2=1694 SF
LEVEL 3=1148 SF
PATIO=556 SF

UNIT '8' 1b 1b 1b
LEVEL 1=1675 SF
LEVEL 2=1675 SF
LEVEL 3=1129 SF
PATIO=580 SF

UNIT '9' 1b 1b
LEVEL 1=1245 SF
LEVEL 2=1053 SF
PATIO=274 SF

UNIT '10' 1b 1b
LEVEL 1=1245 SF
LEVEL 2=1245 SF
LEVEL 3=1050 SF
PATIO=274 SF

UNIT '11' 1b 1b 1b
LEVEL 1=1527 SF
LEVEL 2=1527 SF
LEVEL 3=753 SF
PATIO=702 SF

FIRE RISER ROOM 69 SF

FOUND REBAR & CAP STAMPED 'LEI' BENCHMARK EL: 6613.37'

N 30°24'42" W 61.72'

12' BLDG SETBACK

EX CHEVRON EASEMENT

10' PUE

12' BLDG SETBACK

EX CHEVRON EASEMENT

N 63°56'04" W 441.59'

EX CHEVRON EASEMENT ENTRY#853339

10' PUE

12' BLDG SETBACK

QUESTAR

FORESTDALE INVESTMENTS LLC PCBC-B-1

PARK CITY FIT LLC PCBC-29

FORESTDALE INVESTMENTS LLC PCBC-32

FORESTDALE INVESTMENTS LLC PCBC-33

S 59°29'39" W 30.00'

S 59°29'39" W 30.00'

RADIUS=240.00'
LENGTH=17.24'
Δ=4°06'53"
Ch=S28°26'55"E
ChL=17.23'

FOUND PLUG IN CURB
PROPERTY LINE EXTENDED
EL: 6607.06

RADIUS=270.00'
LENGTH=382.04'
Δ=81°04'19"
Ch=S10°01'49"W
ChL=350.96'

SURVEYOR OF RECORD:	PROJECT ENGINEER:	SHEET NO	
SURVEYOR LOGO HERE	GATEWAY CONSULTING, inc P.O. BOX 951005 SOUTH JORDAN, UT 84095 PH: (801) 694-5848 paul@gatewayconsultingllc.com	2 / 6	RECORDED # _____ STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE $ _____ SUMMIT COUNTY RECORDER

ALTITUDE LOFT CONDOMINIUMS

(FORMERLY PARK CITY BUSINESS CENTER LOT 2)

LOCATED IN THE WEST HALF OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY

PRELIMINARY PLAT

15 0 15 30
SCALE IN FEET
1"=15' (24"x36" SIZE ONLY)

LEGEND

- SETBACKS
- PHASE BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- 10FT P.U.E. LINE
- EXISTING P.U.E LINE
- ROW — EXISTING RIGHT OF WAY
- EXISTING UDOT MONUMENT
- NEW ROAD MONUMENT
- EXISTING REBAR AND CAP CURB PLUG
- BEARING CHANGE
- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

NOTE: ALL COMMON AREAS AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENT (P.U.E.)

FORESTDALE DR
(60 FT PUBLIC ROAD)

4123 North Forestdale Dr

TOPMARK INVESTMENTS LLC
PCBC-3

FORESTDALE INVESTMENTS LLC
PCBC-B-1

PARK CITY FIT LLC
PCBC-29

FORESTDALE INVESTMENTS LLC
PCBC-32

QUESTAR

FORESTDALE INVESTMENTS LLC
PCBC-33

UNIT '1'
LEVEL 1=1187 SF
LEVEL 2=1187 SF
LEVEL 3=1187 SF

UNIT '2'
LEVEL 1=1262 SF
LEVEL 2=1262 SF
LEVEL 3=1238 SF

UNIT '3'
LEVEL 1=2859 SF
LEVEL 2=2924 SF
LEVEL 3=1588 SF
PATIO=1325 SF

UNIT '4'
LEVEL 1=1388 SF
LEVEL 2=1388 SF
LEVEL 3=908 SF
PATIO=580 SF

UNIT '5'
LEVEL 1=1694 SF
LEVEL 2=1694 SF
LEVEL 3=1148 SF
PATIO=556 SF

UNIT '6'
LEVEL 1=1674 SF
LEVEL 2=1674 SF
LEVEL 3=1129 SF
PATIO=519 SF

UNIT '7'
LEVEL 1=1694 SF
LEVEL 2=1697 SF
LEVEL 3=1148 SF
PATIO=556 SF

UNIT '8'
LEVEL 1=1675 SF
LEVEL 2=1675 SF
LEVEL 3=1129 SF
PATIO=580 SF

UNIT '9'
LEVEL 1=1245 SF
LEVEL 2=1245 SF
LEVEL 3=1053 SF
PATIO=274 SF

UNIT '10'
LEVEL 1=1245 SF
LEVEL 2=1245 SF
LEVEL 3=1050 SF
PATIO=274 SF

UNIT '11'
LEVEL 1=1527 SF
LEVEL 2=1527 SF
LEVEL 3=753 SF
PATIO=752 SF

FIRE RISER ROOM
69 SF

GARAGE DOOR

SURVEYOR OF RECORD:	PROJECT ENGINEER:	SHEET NO
SURVEYOR LOGO HERE	GATEWAY CONSULTING, inc P.O. BOX 951005 SOUTH JORDAN, UT 84095 PH: (801) 694-5848 paul@gatewayconsultingllc.com	3 / 6

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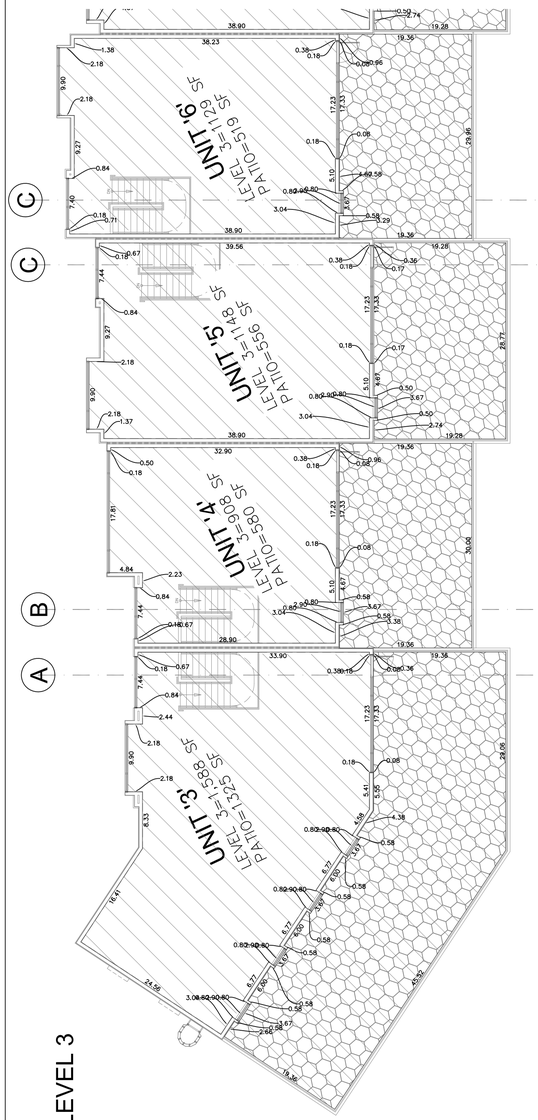
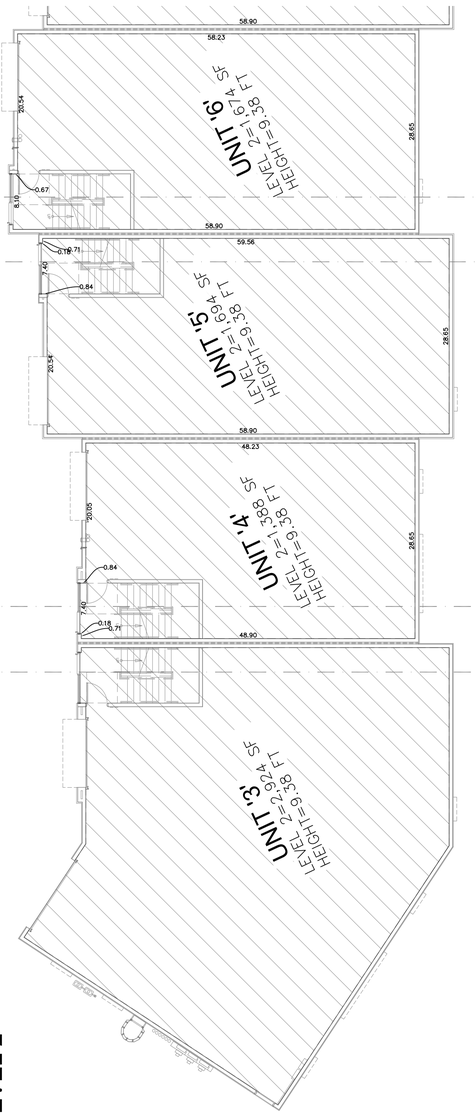
ALTITUDE LOFT CONDOMINIUMS

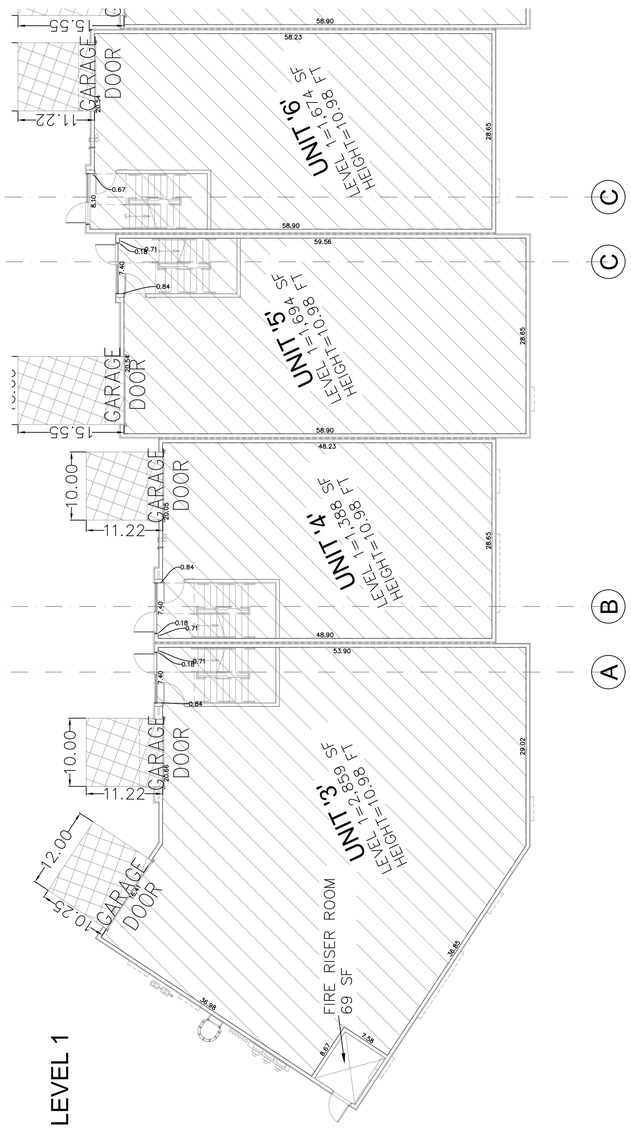
(FORMERLY PARK CITY BUSINESS CENTER LOT 2)

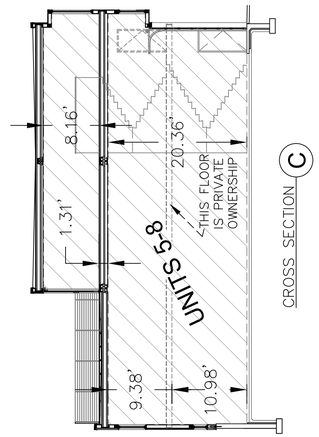
LOCATED IN THE WEST HALF OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY

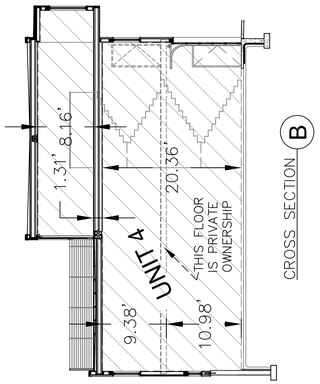
PRELIMINARY PLAT

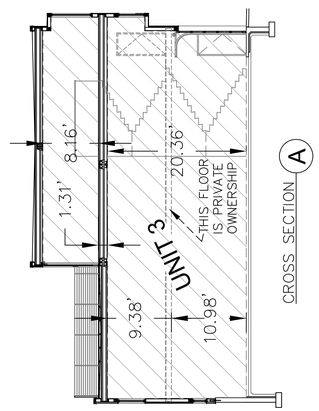












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SURVEYOR LOGO HERE	GATEWAY CONSULTING, inc P.O. BOX 951005 SOUTH JORDAN, UT 84095 PH: (801) 694-5848 paul@gatewayconsultingllc.com	4 / 6	RECORDED # _____ STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE $ _____ SUMMIT COUNTY RECORDER

10 0 10 20
SCALE IN FEET
1"=10' (24"x36" SIZE ONLY)

NOTE: ALL COMMON AREAS AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENT (P.U.E.)

LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA
- PATIO AREA (LIMITED COMMON AREA)
- CROSS SECTION LINE

ALTITUDE LOFT CONDOMINIUMS

(FORMERLY PARK CITY BUSINESS CENTER LOT 2)

LOCATED IN THE WEST HALF OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY

PRELIMINARY PLAT

SURVEYOR OF RECORD:

SURVEYOR LOGO HERE

PROJECT ENGINEER:

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PH: (801) 694-5848
paul@gatewayconsultingllc.com

SHEET NO
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NOTE: ALL COMMON AREAS AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENT (P.U.E.)

LEGEND

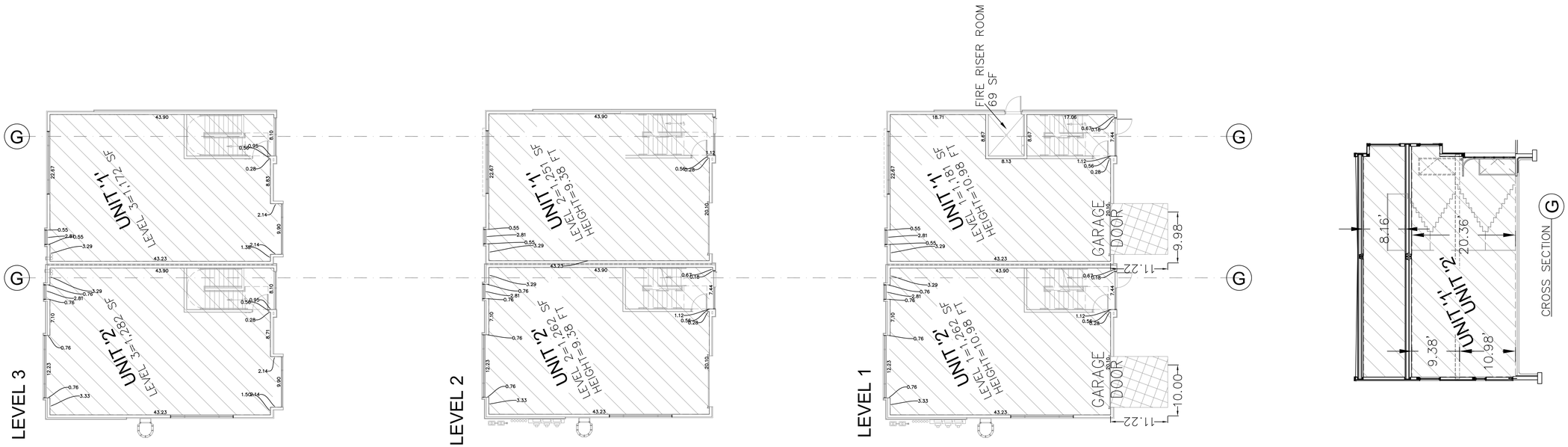
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA
- PATIO AREA (LIMITED COMMON AREA)
- CROSS SECTION LINE

ALTITUDE LOFT CONDOMINIUMS

(FORMERLY PARK CITY BUSINESS CENTER LOT 2)

LOCATED IN THE WEST HALF OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY

PRELIMINARY PLAT



SURVEYOR OF RECORD:

SURVEYOR LOGO HERE

PROJECT ENGINEER:

GATEWAY CONSULTING, inc
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
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SHEET NO
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SCALE IN FEET
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NOTE: ALL COMMON AREAS AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENT (P.U.E.)

LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA
- PATIO AREA (LIMITED COMMON AREA)
- CROSS SECTION LINE

ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE WEST HALF OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

THE TITLE COMMITMENT WAS ISSUED BY US TITLE INSURANCE AGENCY,
AS COMMITMENT NO. 038523 WITH AN EFFECTIVE DATE OF MARCH 3, 2021 AT 8:00 AM.

TITLE COMMITMENT SCHEDULE B-2 EXCEPTIONS

NUMBER CORRESPONDS TO ITEM NUMBER SHOWN ON TITLE COMMITMENT UNDER SCHEDULE B-2 EXCEPTIONS AND SHOWN ON THIS SURVEY.

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICE OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR THE PUBLIC RECORD. SURVEY FINDINGS: NOTHING TO PLOT.

2. ANY FACTS, RIGHTS, INTEREST OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF. SURVEY FINDINGS: NOTHING TO PLOT.

3. EASEMENTS, CLAIMS OF EASEMENTS OR ENCUMBRANCES WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. SURVEY FINDINGS: ALL KNOWN EASEMENTS OR ENCUMBRANCES ARE AS SHOWN ON SHEET 2.

4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. SURVEY FINDINGS: NOTHING TO PLOT.

5. UNPATENTED MINING CLAIMS; RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; WATER RIGHTS, CLAIMS OR TITLE TO WATER. SURVEY FINDINGS: NOTHING TO PLOT.

6. ANY LIEN, OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. SURVEY FINDINGS: NOTHING TO PLOT.

7. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF SCHEDULE B, PART I – REQUIREMENTS ARE MET. SURVEY FINDINGS: NOTHING TO PLOT.

8. GENERAL PROPERTY TAXES FOR THE YEAR 2021 ARE NOW A LIEN, NOT YET DUE. TAX ID NO. PCBC-2. SURVEY FINDINGS: NOTHING TO PLOT.

9. GENERAL PROPERTY TAXES FOR THE YEAR 2020 AS OF THE DATE OF THIS REPORT ARE NOT PAID, AND ARE IN THE AMOUNT OF $7,959.26, PLUS PENALTIES AND INTEREST. TAX ID NO. PCBC-2. SURVEY FINDINGS: NOTHING TO PLOT.

10. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF WEBER BASIN WATER CONSERVANCY DISTRICT, AND IS SUBJECT TO ANY AND ALL CHARGES AND ASSESSMENTS THEREOF. SURVEY FINDINGS: NOTHING TO PLOT.

11. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, AND IS SUBJECT TO ANY AND ALL CHARGES AND ASSESSMENTS THEREOF. SURVEY FINDINGS: NOTHING TO PLOT.

12. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, AND IS SUBJECT TO ANY AND ALL CHARGES AND ASSESSMENTS THEREOF. SURVEY FINDINGS: NOTHING TO PLOT.

13. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF SUMMIT COUNTY SPECIAL SERVICE DISTRICT NO. 1, AND IS SUBJECT TO ANY AND ALL CHARGES AND ASSESSMENTS THEREOF. SURVEY FINDINGS: NOTHING TO PLOT.

14. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDS OF PARK CITY FIRE PROTECTION SPECIAL SERVICE DISTRICT AND IS SUBJECT TO THE CHARGES AND ASSESSMENTS THEREOF. SURVEY FINDINGS: NOTHING TO PLOT.

15. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF SUMMIT COUNTY SERVICE AREA 3, AND IS SUBJECT TO THE CHARGES AND ASSESSMENT THEREOF. SURVEY FINDINGS: NOTHING TO PLOT.

16. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT AND IS SUBJECT TO THE CHARGES AND ASSESSMENTS THEREOF. SURVEY FINDINGS: NOTHING TO PLOT.

17. RESERVATIONS CONTAINED IN THAT CERTAIN PATENT, ISSUED BY THE UNITED STATES OF AMERICA, AND RECORDED MAY 19, 1897 AS ENTRY NO. 5832 IN BOOK I OF MISCELLANEOUS RECORDS AT PAGE 533 OF OFFICIAL RECORDS.

    "YET EXCLUDING FROM THE TRANSFERS BY THESE PRESENTS, ALL MINERAL LANDS SHOULD ANY BE FOUND TO EXIST IN THE TRACT DESCRIBED IN THE FOREGOING, BUT THE EXCLUSION AND EXCEPTION, ACCORDING TO THE TERMS OF THE STATUTE, SHALL NOT BE CONSTRUED TO INCLUDE COAL AND IRON." SURVEY FINDINGS: NOTHING TO PLOT.

18. RESERVATIONS CONTAINED IN THAT CERTAIN WARRANTY DEED EXECUTED BY THE UNION PACIFIC RAILROAD COMPANY, AND RECORDED NOVEMBER 16, 1911 AS ENTRY NO. 21551 IN BOOK J OF WARRANTY DEED AT PAGE 484, OF OFFICIAL RECORDS, SAID RESERVATIONS BEING SET FORTH AS FOLLOWS:

    EXCEPTING AND RESERVING TO THE UNION PACIFIC RAILROAD COMPANY, ITS SUCCESSORS AND/OR ASSIGNS:

    FIRST: ALL COAL AND OTHER MINERALS WITHIN OR UNDERLYING SAID LANDS

    SECOND: THE EXCLUSIVE RIGHT TO PROSPECT IN AND UPON SAID LAND FOR COAL AND OTHER MINERALS THEREIN, OR WHICH MAYBE SUPPOSED TO BE THEREIN, AND TO MINE FOR AND REMOVE, FROM SAID LAND, ALL COAL AND OTHER MINERALS WHICH MAY BE FOUND BY ANYONE.

    THIRD: THE RIGHT OF INGRESS, EGRESS AND REGRESS UPON SAID LAND TO PROSPECT FOR, MINE AND REMOVE ANY AND ALL SUCH COAL AND OTHER MINREALS, AND THE RIGHT TO USE SO MUCH OF SAID LAND AS MAY BE CONVENIENT OR NECESSARY FOR THE REGHT OF WAY TO AND FROM SUCH PROSPECT PLACES, MINES AND FOR ROADS AND APPROACHES THERETO OR FOR REMOVAL THEREFROM OF COAL, MINERAL, MACHINERY OR OTHER MATERIAL.

    FORTH: THE RIGHT TO SAID UNION PACIFIC RAILROAD COMPANY TO MAINTAIN AND OPERATE ITS RAILROAD IN ITS PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGES IN THE FORM OF CONSTRUCTION OF METHOD OF OPERATION OF SAID RAILROAD

    THE COMPANY MAKES NO ASSURANCES AS TO THE CURRENT OWNERSHIP AND/OR STATUS OF ANY MINERAL RIGHTS RESERVED THEREIN. SURVEY FINDINGS: NOTHING TO PLOT.

19. THE TERMS AND CONDITIONS, INCLUDING LIEN RIGHTS, CONTAINED IN THAT CERTAIN PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER, WHEREIN BURTON-BURBAGE ENTERPRISES APPLIED FOR THE ALLOTMENT AND BENEFICIAL USE OF 1.0 ACRE FEET OF WATER ANNUALLY AND RECORDED FEBRUARY 12, 2001 AS ENTRY NO. 582205 IN BOOK 1353 AT PAGE 593 OF OFFICIAL RECORDS.

    THE COMPANY MAKES NO ASSURANCES AS TO THE CURRENT OWNERSHIP AND/OR STATUS OF ANY WATER AND/OR WATER RIGHTS REFERRED TO THEREIN. SURVEY FINDINGS: NOTHING TO PLOT.

20. SAID PROPERTY IS SUBJECT TO SUMMIT COUNTY ORDINANCE NO. 692, AN ORDINANCE REQUIRING ESTABLISHING THE LOWER SILVER CREEK SOILS TEMPORARY OVERLAY ZONE TO INFORM THE CITIZENS AND PROPERTY OWNERS OF THE PRESENCE OF IMPAIRED SOILS AND WATER AND TO REQUIRE SOILS STUDY AND REMEDIATION, RECORDED APRIL 1, 2008 AS ENTRY NO. 841135 IN BOOK 1922 AT PAGE 1243 OF OFFICIAL RECORDS.

    A CERTIFICATE OF COMPLETION WAS RECORDED DECEMBER 10, 2013 AS ENTRY NO. 985627 IN BOOK 2220 AT PAGE 187 OF OFFICIAL RECORDS. SURVEY FINDINGS: NOTHING TO PLOT.

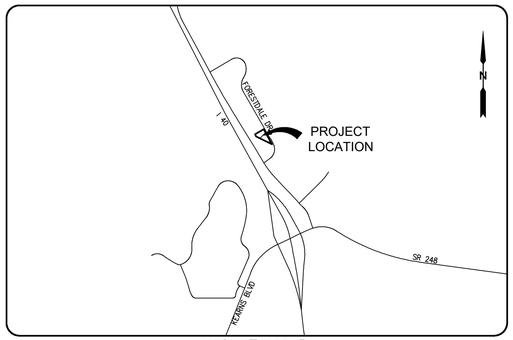
21. THE TERMS AND CONDITIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT FOR THE SUMMIT BUSINESS PARK, SUMMIT COUNTY, UTAH, BY AND BETWEEN THE BURBS, L.L.C.,A UTAH LIMITED LIABILITY COMPANY AND SUMMIT COUNTY, A BODY CORPORATE AND POLITIC OF STATE OF UTAH; AND RECORDED JULY 28, 2005 AS ENTRY NO. 744847 IN BOOK 1719 AT PAGE 1576 OF OFFICIAL RECORDS. SEE SAID DOCUMENT FOR FULL PARTICULARS.

    SUMMIT COUNTY, UTAH, ORDINANCE NO. 743, AMENDING THE SUMMIT BUSINESS PARK (PARK CITY BUSINESS CENTER) DEVELOPMENT AGREEMENT WAS RECORDED JULY 15, 2010 AS ENTRY NO. 902921 IN BOOK 2040 AT PAGE 85 OF OFFICIAL RECORDS.

    AN ADMINISTRATIVE AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SUMMIT BUSINESS PARK, SUMMIT COUNTY, UTAH WAS RECORDED NOVEMBER 18, 2013 AS ENTRY NO. 983978 IN BOOK 2216 AT PAGE 1780 OF OFFICIAL RECORDS. SURVEY FINDINGS: DEVELOPEMENT AGREEMENT AFFECTING FUTURE DEVELOPMENT. NOTHING TO PLOT.

22. ALL EASEMENTS, NOTES AND RECITALS SET FORTH AND SHOWN ON THE RECORDED PLAT. SURVEY FINDINGS: SEE PLAT FOR NOTES. ALL EASEMENTS PERTAINING TO LOT 2 ARE AS SHOWN ON SHEET 2.

23. THE LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EXCEPTIONS, EASEMENTS, TERMS AND LIENS CONTAINED WITHIN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RESERVATION OF EASEMENT, AND BYLAWS FOR PARK RECORDED JULY 1, 2009 AS ENTRY NO. 876701 IN BOOK 1990 AT PAGE 1604 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE: BUT DELETING ANY COVENANT, CONDITIONS OR RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED UPON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604 (C). SURVEY FINDINGS: NOTHING TO PLOT.



VICINITY MAP

THE TITLE COMMITMENT WAS ISSUED BY US TITLE INSURANCE AGENCY,
AS COMMITMENT NO. 038523 WITH AN EFFECTIVE DATE OF MARCH 3, 2021 AT 8:00 AM.

TITLE COMMITMENT SCHEDULE B-2 EXCEPTIONS

24. THE TERMS AND CONDITIONS OF THAT CERTAIN DEVELOPMENT IMPROVEMENTS AGREEMENT, BY AND BETWEEN SUMMIT COUNTY AND DRY POWDER LLC; AND RECORDED JUNE 9, 2016 AS ENTRY NO. 1047333 IN BOOK 2356 AT PAGE 1841 OF OFFICIAL RECORDS. SEE SAID DOCUMENT FOR FULL PARTICULARS. SURVEY FINDINGS: DEVELOPMENT AGREEMENT AFFECTING LOT 21. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.

25. AN EASEMENT, WHICH AFFECTS SAID LAND, FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATION AND MAINTENANCE OF UNDERGROUND ELECTRIC POWER TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES AND ALL NECESSARY OR DESIRABLE ACCESSORIES AND APPURTENANCES THERETO, AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFICORP, AN OREGON CORPORATION, D/B/A ROCKY MOUNTAIN POWER, IN THE DOCUMENT RECORDED NOVEMBER 2, 2011 AS ENTRY NO. 933339 IN BOOK 2102 AT PAGE 374 OF OFFICIAL RECORDS. SURVEY FINDINGS: 10' UTILITY EASEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE. SHOWN ON SHEET 2.

26. THE TERMS AND CONDITIONS OF THAT CERTAIN DEVELOPMENT IMPROVEMENTS AGREEMENT, BY AND BETWEEN SUMMIT COUNTY ENGINEERING AND TOPMARK INVESTMENTS, LLC; AND RECORDED JANUARY 23, 2019 AS ENTRY NO. 1104978 IN BOOK 2494 AT PAGE 392 OF OFFICIAL RECORDS. SEE SAID DOCUMENT FOR FULL PARTICULARS. SURVEY FINDINGS: DEVELOPMENT AGREEMENT AFFECTING LOT 3. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.

27. MINERAL AND OTHER RESERVATIONS IN THAT CERTAIN SPECIAL WARRANTY DEED, ISSUED BY THE THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS AND RECORDED AUGUST 6, 2018 AS 1096328 IN BOOK 2473 AT PAGE 1608 OF OFFICIAL RECORDS

    THE COMPANY MAKES NO ASSURANCES AS TO THE CURRENT OWNERSHIP AND/OR STATUS OF ANY MINERAL RIGHTS RESERVED THEREIN. SURVEY FINDINGS: NOTHING TO PLOT.

28. A DEED OF TRUST BY AND BETWEEN STERLING HOLDINGS, LLC, AS TRUSTOR IN FAVOR OF BARRY JOHNSON AS TRUSTEE AND HOC LOAN PARTNERS, LLC, A UTAH LIMITED LIBILITY COMPANY AS BENEFICIARY, TO SECURE AN ORIGINAL INDEBTEDNESS OF $450,000.00 AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY, DATED APRIL 21, 2020 AND RECORDED APRIL 23, 2020 AS ENTRY NO. 1131136, IN BOOK 2567, AT PAGE 588 OF OFFICIAL RECORDS. SURVEY FINDINGS: NOTHING TO PLOT.

TITLE DESCRIPTION

VERBATIM FROM THAT CERTAIN TITLE COMMITMENT PREPARED BY US TITLE INSURANCE AGENCY,
AS COMMITMENT NO. 038523 WITH AN EFFECTIVE DATE OF MARCH 3, 2021 AT 8:00 AM.

LOT 2, PARK CITY BUSINESS CENTER SUBDIVISION, PARK CITY, SUMMIT COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED BY THE SUMMIT COUNTY, UTAH RECORDER AS ENTRY NO. 819783.

SURVEYOR'S CERTIFICATE

TO: GOLIATH PARTNERS, LLC., US TITLE INSURANCE AGENCY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES NO TABLE A THEREOF. THE FIELD WORK WAS COMPLETED IN MAY, 2021.

KEVIN M. BALLS – PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER – 11207308
55 WEST CENTER STREET
HEBER CITY, UTAH 84032
435-654-9229

SURVEYOR'S SEAL

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS SOUTH 63°56'04" EAST 463.03 FEET MEASURED BETWEEN A FOUND REBAR ON THE WEST LINE OF LOT 2 AND A BRASS PLUG IN CURB AT THE PROPERTY LINE EXTENDED FOR SAID LOT 2. IN CONFORMANCE WITH THE OFFICIAL PLAT FOR PARK CITY BUSINESS CENTER SUBDIVISION.

SURVEY NARRATIVE

PURPOSE:
AT THE INSTANCE OF THE CLIENT, THIS ALTA/NSPS SURVEY WAS PERFORMED FOR THE PURPOSE OF DETERMINING THE PHYSICAL LOCATION OF THE SUBJECT PROPERTY'S BOUNDARY IN ANTICIPATION OF FUTURE DEVELOPMENT. MONUMENTS WERE FOUND AT THE PROPERTY CORNERS AS SHOWN HEREON AND CONFORM WITH THE OFFICIAL SUBDIVISON PLAT. T-POSTS WERE SET NEXT TO CORNERS.

SITE CONDITIONS:
NO ENCROACHEMENTS WERE OBSERVED ON SUBJECT PROPERTY. SUBJECT PROPERTY ACCESS LOCATIONS ARE FROM FORESTDALE DRIVE.

GENERAL NOTES

1. THIS SURVEY DOES NOT GUARANTEE TITLE TO LINE, NOR IS IT PROOF OF OWNERSHIP, NOR IS IT A LEGAL INSTRUMENT OF CONVEYANCE. FURTHERMORE, ANY SURVEY MARKERS SET IN CONJUNCTION WITH THIS SURVEY ARE NOT INTENDED TO REPRESENT EVIDENCE OF OWNERSHIP OF THE SUBJECT PROPERTY OR ITS ADJOINERS. THE GENERAL INTENT OF THIS SURVEY IS TO PORTRAY WHERE POSSIBLE THE RECORD TITLE LINES OF THE SUBJECT PROPERTY AND TO SHOW THEIR RELATIONSHIP TO ANY EVIDENCE OF USE AND/OR POSSESSION.

2. IN THE EVENT THAT THIS SURVEY DETERMINES THAT THE CREATION OF A NEW/IMPROVED LEGAL DESCRIPTION IS ADVISABLE AND NECESSARY TO AID THE RESOLUTION OF KNOWN BOUNDARY CONFLICTS, IT SHOULD BE UNDERSTOOD THAT SUCH A LEGAL DESCRIPTION, AS MIGHT BE SHOWN AND PROVIDED HEREON, DOES NOT AUTOMATICALLY REPLACE OR EXTINGUISH RECORD TITLE LINES AND SHOULD NOT BE USED IN INSTRUMENTS OF CONVEYANCE BY WARRANTY OR FOR THE BOUNDARY LINES OF FUTURE DEVELOPMENTS UNLESS THE BOUNDARY LINES OF SUCH A LEGAL DESCRIPTION, AS MIGHT BE PROVIDED HEREON, HAVE BEEN ESTABLISHED AND AGREED UPON BY APPROPRIATE AND LEGAL MEANS BETWEEN RELEVANT PARTIES. TO HELP PREPARE SUCH AGREEMENTS, SOLICITATION OF COMPETENT LEGAL COUNSEL IS STRONGLY RECOMMENDED.

3. THIS SURVEY REPRESENTS OPINIONS BASED ON FACTS AND EVDENCE. AS THE EVIDENCE CHANGES OR IF NEW EVIDENCE IS DISCOVERED OR RECOVERED, THEN THE SURVEYOR RESERVES THE RIGHT TO MODIFY OR ALTER HIS OPINIONS PERTAINING TO THIS SURVEY ACCORDING TO THIS NEW EVIDENCE.

4. THIS PLAT MAP DOES NOT PURPORT TO SHOW, EITHER IN FACT OR BY CIRCUMSTANCE, ANY OR ALL UTILITY COMPANY PIPES, WIRES, ETC., EITHER IN SERVICE OR ABANDONED, THAT MAY EXIST ON OR NEAR THE SUBJECT PROPERTY. FURTHERMORE, ANY INDICATION AS TO THE LOCATION OF UNDERGROUND UTILITIES THAT MAY BE SHOWN ON THIS PLAT MAP IS BASED STRICTLY ON OBSERVABLE SURFACE EVIDENCE AND/OR VERBAL EXPLANATIONS. ALSO, FOR THIS SURVEY NO UTILITY MAPS OF RECORD WERE AVAILABLE TO THE SURVEYOR TO HELP DETERMINE THE PROPER LOCATION OF UNDERGROUND UTILITIES. INDEED, ONLY BY EXCAVATION CAN THE EXACT LOCATION OF UNDERGROUND UTILITIES BE DETERMINED. CONTRACTORS, BUILDERS, AND EXCAVATORS ARE ADVISED TO VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION BY CONTACTING CORRESPONDING UTILITY COMPANIES (FOR BLUE STAKES OF UTAH CALL 1-800-662-4111).

PROJECT L21-117	PREPARED FOR: GOLIATH PARTNERS, LLC	ALTA/NSPS LAND TITLE SURVEY	LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SLB&M	DRAWN BY: KMB	Summit Engineering Group Inc.
SHEET 1 OF 2	PROJECT: LOT 2 - PARK CITY BUSINESS CENTER SUB.		SUMMIT COUNTY, UTAH	REVIEWED BY: DMK	Structural • Civil • Surveying
				SCALE: 1" = 20' / ISSUE DATE: 05/21/2021	55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032 P: 435-654-9229 • F: 435-654-9231

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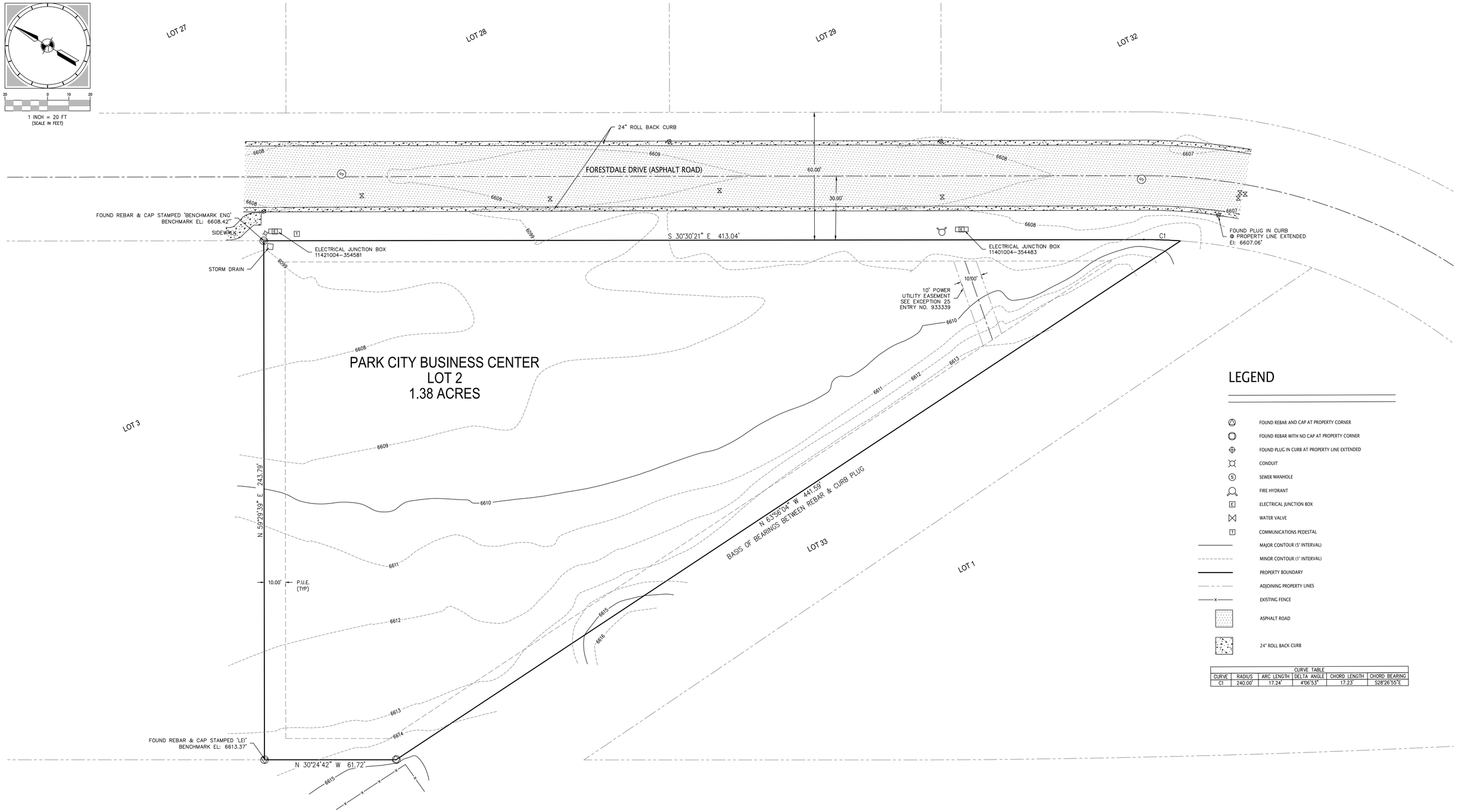
SUMMIT ENGINEERING GROUP, INC.

DRAWING ALTERATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	240.00'	17.24'	4°06'53"	17.23'	S28°26'55"E

PROJECT L21-117	PREPARED FOR GOLIATH PARTNERS, LLC	ALTA/NSPS LAND TITLE SURVEY	LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SLB&M
SHEET 2 OF 2	PROJECT LOT 2 - PARK CITY BUSINESS CENTER SUB.		SUMMIT COUNTY, UTAH

DRAWN BY: KMB
REVIEWED BY: DMK
SCALE: 1" = 20'
ISSUE DATE: 05/21/2021

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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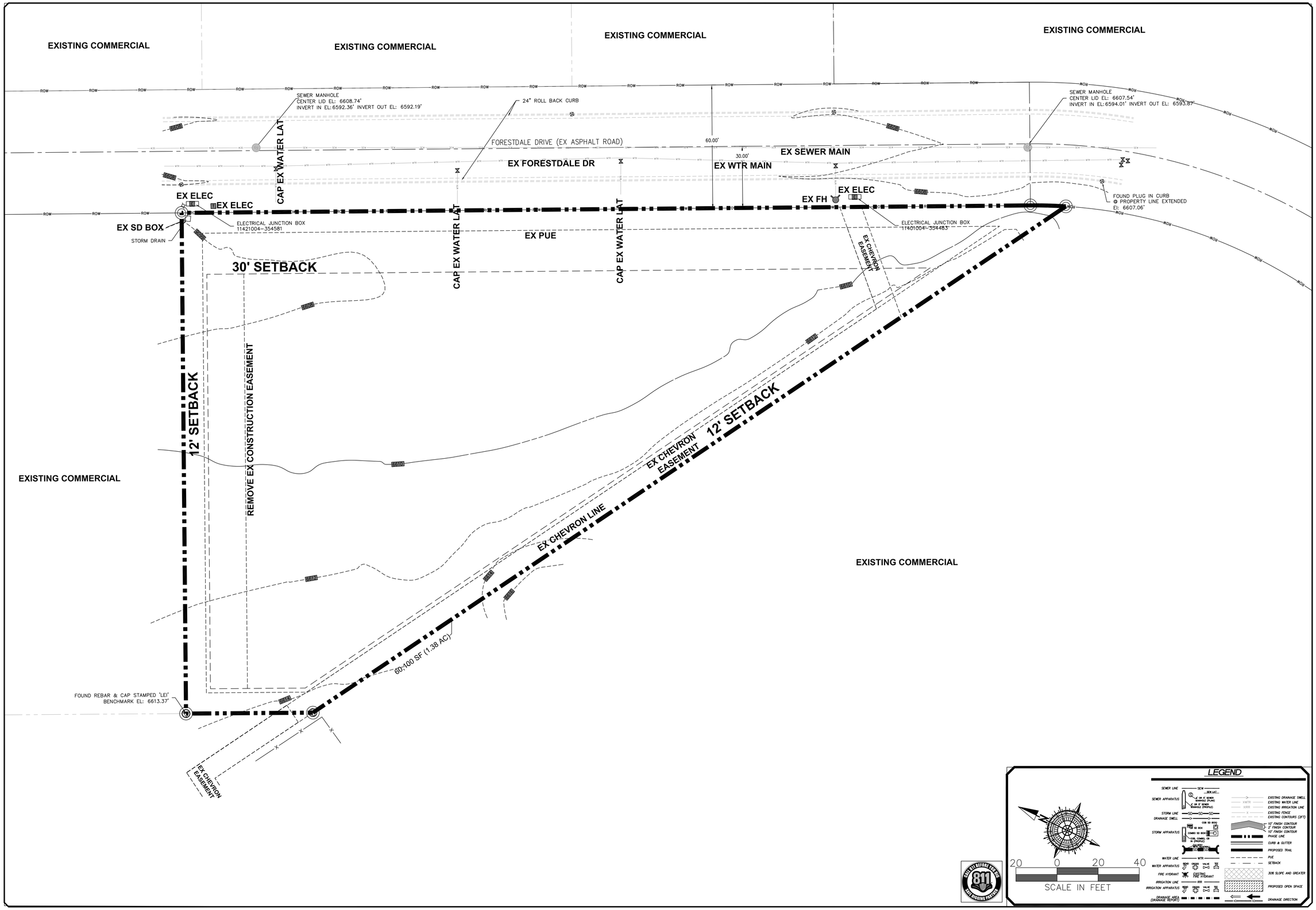


NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=20'

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

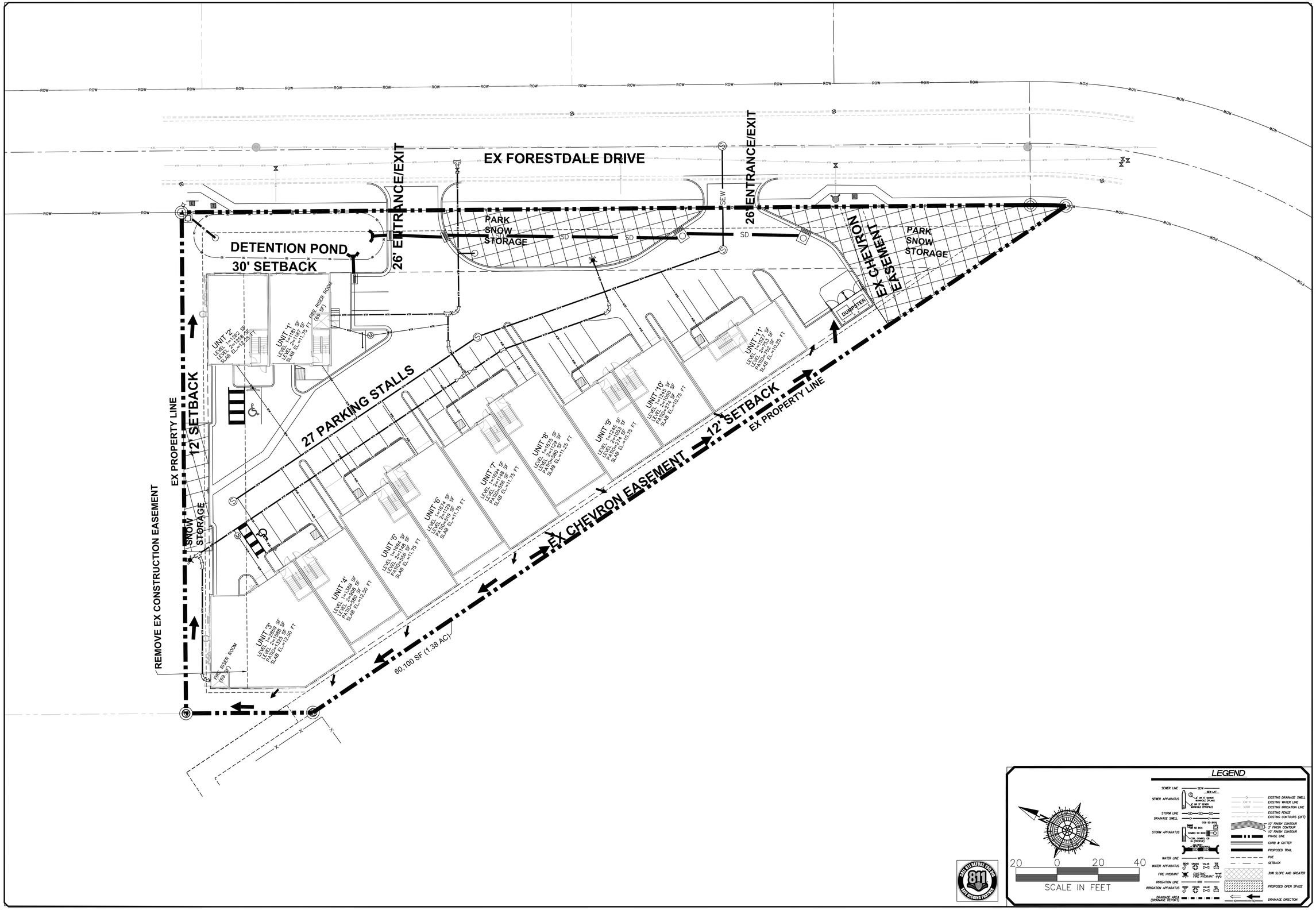
EXISTING SITE DEMOLITION PLAN

10-20-2021

SUMMIT COUNTY

PRELIMINARY NOT FOR CONSTRUCTION

SHEET NO. 2



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CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

OVERALL SITE

10-20-2021

SUMMIT COUNTY

REVIEWED FOR CONSTRUCTION

SHEET NO. 3

DETENTION POND

26' ENTRANCE/EXIT

26' ENTRANCE/EXIT

EXISTING GRADE CONTOURS (TYP)

FINISH GRADE CONTOURS (TYP)

DRAINAGE CHANNEL

27 PARKING STALLS

EX CHEVRON EASEMENT

DRAINAGE CHANNEL

EX CHEVRON EASEMENT

DRAINAGE CHANNELS

60,100 SF (1.38 AC)

UNIT '1'
LEVEL 1=1187 SF
LEVEL 2=1187 SF
SLAB EL=11.75 FT

UNIT '2'
LEVEL 1=1262 SF
LEVEL 2=1258 SF
SLAB EL=12.25 FT

UNIT '3'
LEVEL 1=2469 SF
LEVEL 2=1588 SF
PATIO=1325 SF
SLAB EL=12.50 FT

UNIT '4'
LEVEL 1=1398 SF
LEVEL 2=808 SF
PATIO=580 SF
SLAB EL=12.50 FT

UNIT '5'
LEVEL 1=1694 SF
LEVEL 2=1148 SF
PATIO=556 SF
SLAB EL=11.75 FT

UNIT '6'
LEVEL 1=1674 SF
LEVEL 2=1129 SF
PATIO=519 SF
SLAB EL=11.75 FT

UNIT '7'
LEVEL 1=1694 SF
LEVEL 2=1148 SF
PATIO=556 SF
SLAB EL=11.75 FT

UNIT '8'
LEVEL 1=1675 SF
LEVEL 2=1129 SF
PATIO=580 SF
SLAB EL=11.25 FT

UNIT '9'
LEVEL 1=1245 SF
LEVEL 2=1053 SF
PATIO=274 SF
SLAB EL=10.75 FT

UNIT '10'
LEVEL 1=1245 SF
LEVEL 2=1350 SF
PATIO=274 SF
SLAB EL=10.75 FT

UNIT '14'
LEVEL 1=1527 SF
LEVEL 2=753 SF
PATIO=753 SF
SLAB EL=10.25 FT

FIRE RISER ROOM (69 SF)

BIKE RACK

DUMPSTER

RETAINING WALL

BACK OF BUILDINGS RETAINING WALL

DRAINAGE SWALE

INSTALL 112 LF 18" ADS HDPE

INSTALL 4' WALK

INSTALL 4' WATERWAY

INSTALL 4' CONCRETE WATERWAY

INSTALL 4' CONCRETE WALK

INSTALL 6' CONCRETE WALK

INSTALL 6" CURB & GUTTER

INSTALL 8" CURB & GUTTER

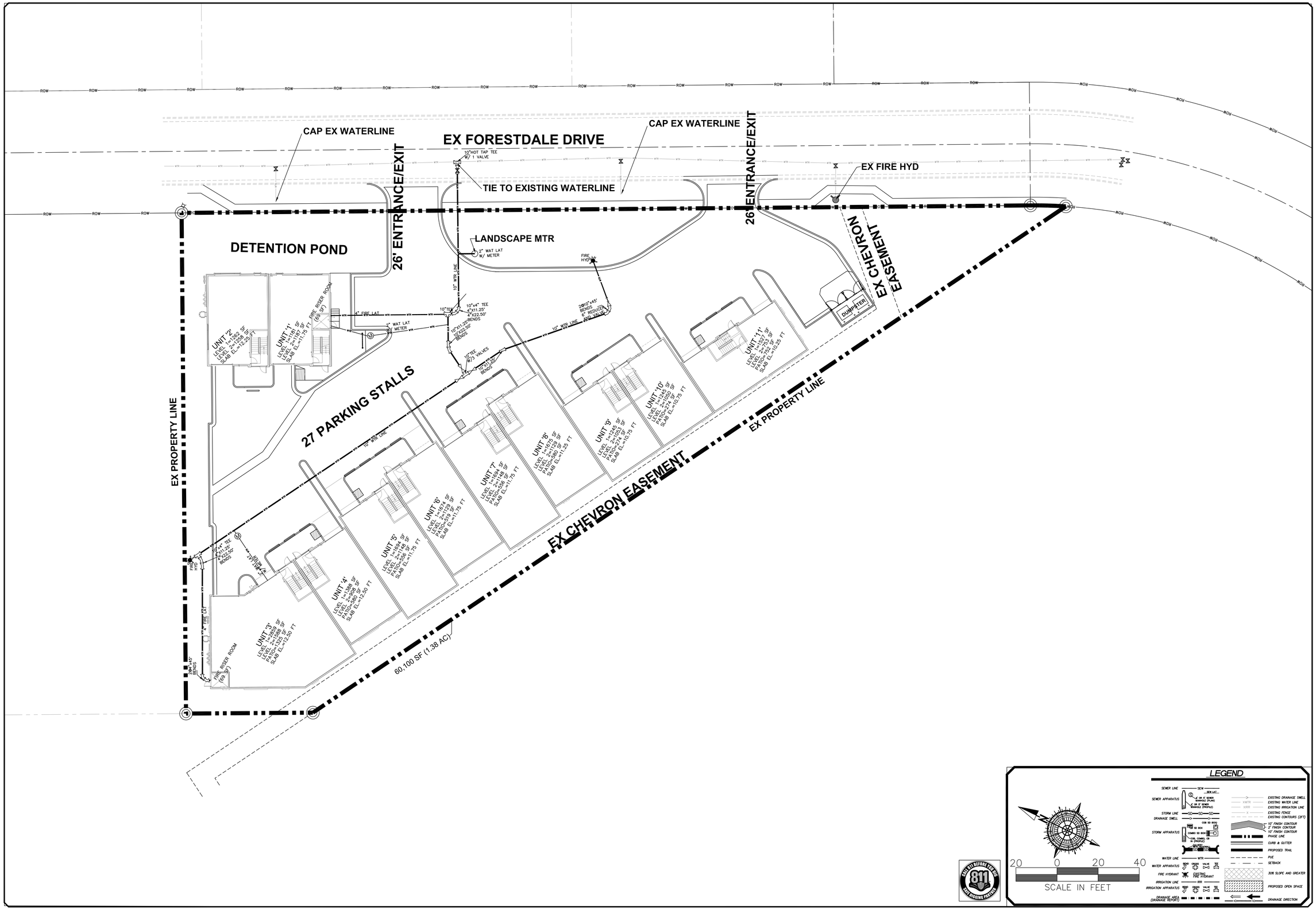
INSTALL 4' CONCRETE WALK

INSTALL 6' CONCRETE WALK

INSTALL 6" CURB & GUTTER

INSTALL 8" CURB & GUTTER

OUTLET STRUCTURE
RIM=4.00
OUT=2.50
OUT=2.50
RCP=3.00
RCP=3.00
RCP=3.00



NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
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DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=20'

GATEWAY CONSULTING, Inc.
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CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

WATER UTILITY SHEET

10-20-2021

SUMMIT COUNTY

REVIEW COPY NOT FOR CONSTRUCTION

SHEET NO. U1

TIE INTO EXISTING W/ 4' SMH

INSTALL 4' SMH
DROP MANHOLE
STA: 2+04.52
RIM=98.77
FL IN=98.46
FL OUT=93.27

EX XX SEWERLINE

EX FORESTDALE DRIVE

47'---8" PVC SDR-35 @ 1.0% REQ'D

SAWCUT ASPHALT

EX 4' SMH

26' ENTRANCE/EXIT

26' ENTRANCE/EXIT

DETENTION POND

EX CHEVRON EASEMENT

EX PROPERTY LINE

27 PARKING STALLS

123'---8" PVC SDR-35 @ 1.0% REQ'D

INSTALL 4' SMH
STA: 1+54.89
RIM=98.43
FL IN=89.43
FL OUT=89.33

INSTALL 4' SMH
STA: 0+39.16
RIM=97.16
FL IN=89.06
FL OUT=88.96

INSTALL 4' SMH
STA: 0+00.00
RIM=96.90
FL IN=87.55
FL OUT=87.45

UNIT '2'
LEVEL 1=1265 SF
LEVEL 2=1248 SF
SLAB EL.=12.25 FT

UNIT '1'
LEVEL 1=1180 SF
LEVEL 2=1187 SF
SLAB EL.=11.75 FT

FIRE RISER ROOM (65 SF)

UNIT '11'
LEVEL 1=1527 SF
LEVEL 2=1527 SF
SLAB EL.=10.25 FT

UNIT '10'
LEVEL 1=1265 SF
LEVEL 2=1053 SF
PATIO=274 SF
SLAB EL.=10.75 FT

UNIT '9'
LEVEL 1=1243 SF
LEVEL 2=1053 SF
PATIO=274 SF
SLAB EL.=10.75 FT

UNIT '8'
LEVEL 1=1265 SF
LEVEL 2=1125 SF
PATIO=580 SF
SLAB EL.=11.75 FT

UNIT '7'
LEVEL 1=1694 SF
LEVEL 2=1198 SF
PATIO=298 SF
SLAB EL.=11.75 FT

UNIT '6'
LEVEL 1=1674 SF
LEVEL 2=1198 SF
PATIO=298 SF
SLAB EL.=11.75 FT

UNIT '5'
LEVEL 1=1948 SF
LEVEL 2=1198 SF
PATIO=298 SF
SLAB EL.=11.75 FT

UNIT '4'
LEVEL 1=1388 SF
LEVEL 2=1039 SF
PATIO=580 SF
SLAB EL.=12.50 FT

UNIT '3'
LEVEL 1=2659 SF
LEVEL 2=1846 SF
PATIO=1125 SF
SLAB EL.=12.50 FT

FIRE RISER ROOM (65 SF)

EX PROPERTY LINE

EX CHEVRON EASEMENT

60,100 SF (1.38 AC)

DUMPSTER

LEGEND

SEWER LINE — SEW / SEW LAT.
SEWER APPARATUS — 4' OR 5' SEWER MANHOLE (PLAN) / 4' OR 5' SEWER MANHOLE (PROFILE)
STORM LINE — CMP
DRAINAGE SWELL — CMP
STORM APPARATUS — CMP SD BOX / CMP COMBO SD BOX / CURB INLET, GRATED OR HOODED / GRATED SD BOX
WATER LINE — WTR
WATER APPARATUS — GATE VALVE / BLOW OFF HYDRANT / GATE VALVE
FIRE HYDRANT — EXISTING FIRE HYDRANT
IRRIGATION LINE — IRR
IRRIGATION APPARATUS — GATE VALVE / BLOW OFF HYDRANT / GATE VALVE
DRAINAGE AREA (DRAINAGE REPORT)

EXISTING DRAINAGE SWELL
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING FENCE
EXISTING CONTOURS (2FT)
10' FINISH CONTOUR
2' FINISH CONTOUR
10' FINISH CONTOUR
PHASE LINE
CURB & GUTTER
PROPOSED TRAIL
PUE
SETBACK
30% SLOPE AND GREATER
PROPOSED OPEN SPACE
DRAINAGE DIRECTION

20 0 20 40
SCALE IN FEET

CALL BEFORE YOU DIG 811 BLUESTAKES

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
DRAWN BY: CPW
DESIGNED BY: CPW
CHECKED BY: CPW
SCALE: 1"=20'

GATEWAY CONSULTING, Inc.
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CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

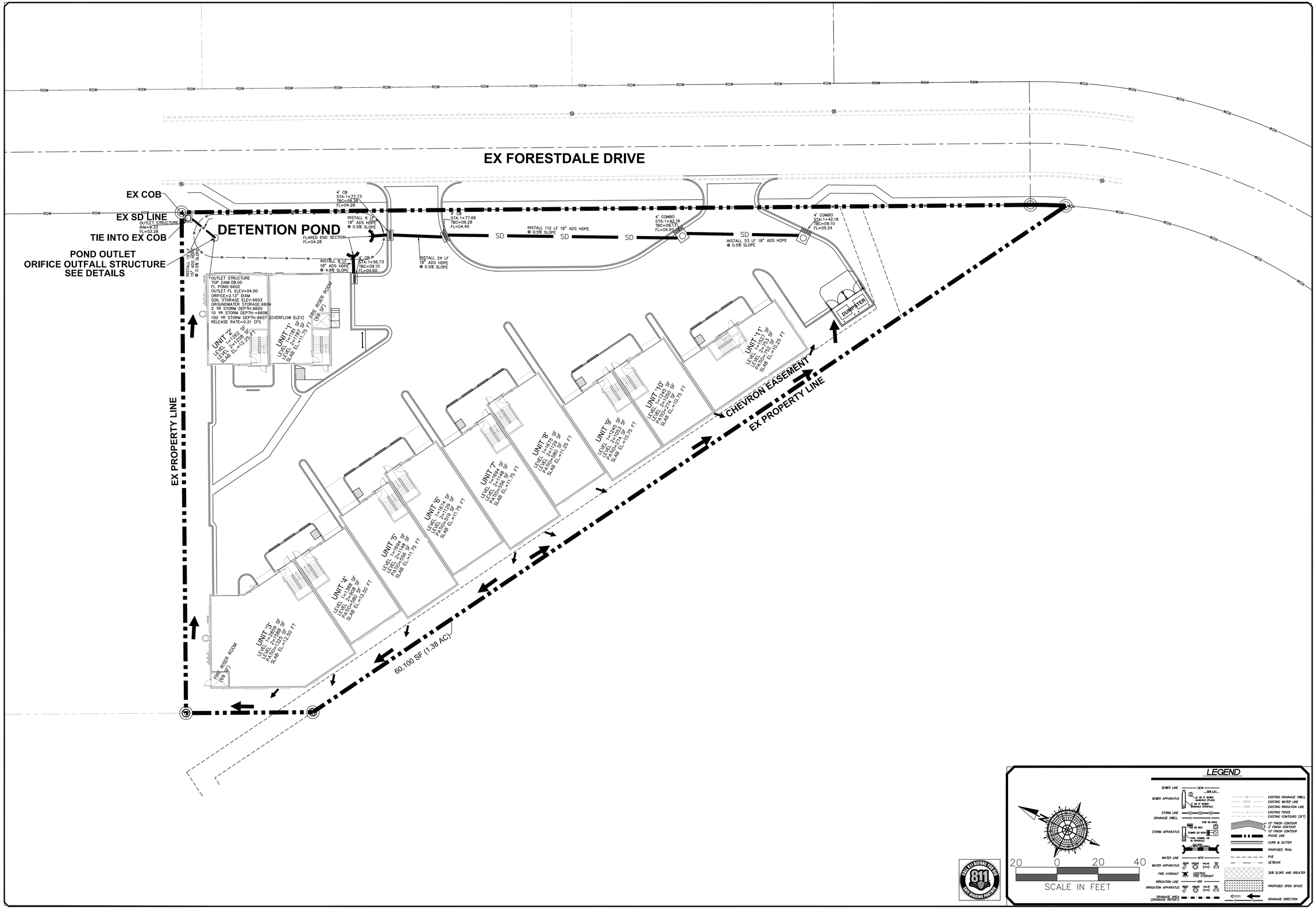
SEWER UTILITY SHEET

10-20-2021

SUMMIT COUNTY

REVIEWED FOR CODE COMPLIANCE NOT FOR CONSTRUCTION

SHEET NO. U2



NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
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DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=20'

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CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

STORM UTILITY SHEET

10-20-2021

SUMMIT COUNTY

REVIEW CONSTRUCTION

SHEET NO. U3

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=20'

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ALTITUDE LOFT CONDOMINIUMS

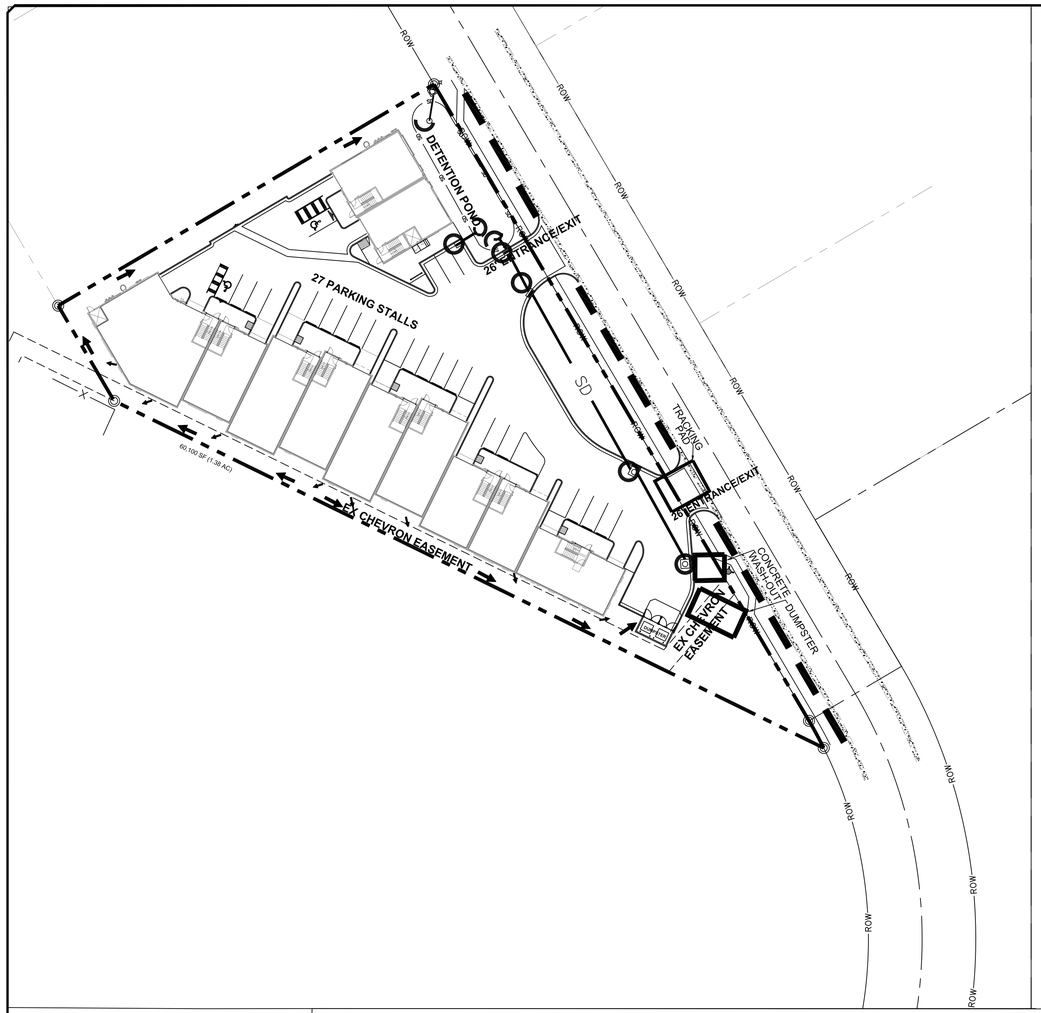
PLAN AND PROFILE

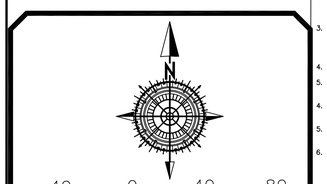
10-20-2021

SUMMIT COUNTY

REVIEWED FOR CODE COMPLIANCE NOT FOR CONSTRUCTION

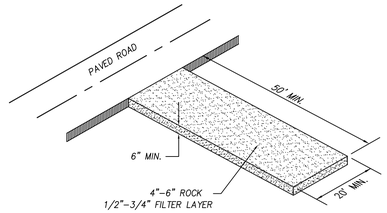
SHEET NO. PP1





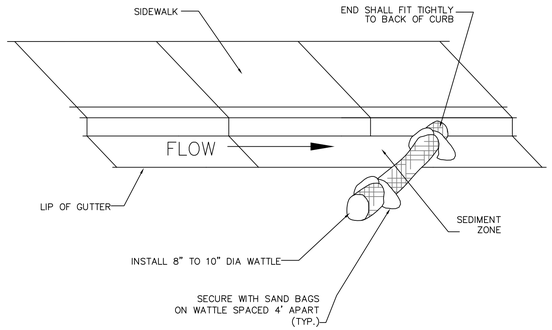
LEGEND

SILT FENCE
STRAW WATTLE (INSTALL AFTER SLOPE WORK COMPLETE UNTIL SOIL IS STABILIZED)
INLET PROTECTION
GUTTER PROTECTION
EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING WATER LINE
EXISTING GAS LINE
EXISTING CONTOURS (2FT)
EXISTING EDGE OF ASPHALT
EXISTING FENCE
EXISTING OVERHEAD POWER
10' FINISH CONTOUR
2' FINISH CONTOUR
10' FINISH CONTOUR
CURB & GUTTER
STORM LINE
STORM APPARATUS
DRAINAGE DIRECTION



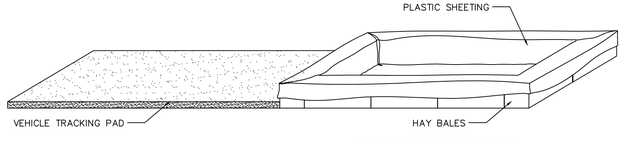
NOTES:
1–CLEAR AND GRUB AREA AND GRADE TO PROVIDE MAXIMUM SLOPE OF 2%
2–COMPACT SUBGRADE AND PLACE FILTER FABRIC IF DESIRED (RECOMMENDED FOR ENTRANCES TO REMAIN IN USE FOR MORE THEN 3 MONTHS)
3–PLACE COURSE AGGREGATE 1 TO 2-1/2 INCHES SIZE, TO A MINIMUM DEPTH OF 8 INCHES.
4–DAILY INSPECTIONS ARE REQUIRED FOR LOSS OF GRAVEL OR SEDIMENT. SWEEPING OF ASPHALT ROADWAY MAY BE REQUIRED TO ELIMINATE GRAVEL FROM TRACKED TO SURFACE.

VEHICLE TRACKING DETAIL
NOT TO SCALE

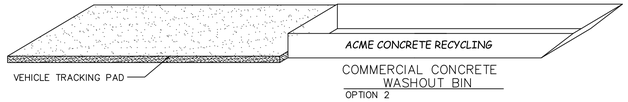


NOTE:
INSTALL GUTTER WATTLE MIDWAY BETWEEN IMPACTED INLETS AND CONSTRUCTION DISTURBANCE.

GUTTER PROTECTION SETUP



CONCRETE WASHOUT PIT
OPTION 1



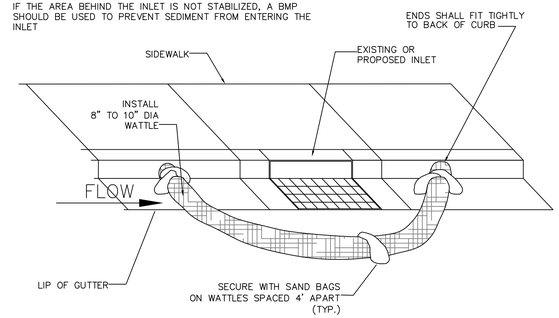
COMMERCIAL CONCRETE WASHOUT BIN
OPTION 2

BMP
1–AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE OR CEMENT ON SITE.
2–PERFORM CONCRETE TRUCK WASHOUT OFF SITE OR IN DESIGNATED AREA
3–DO NOT WASHOUT CONCRETE TRUCKS INTO STORM DRAIN, OPEN DITCHES, STREETS OR STREAMS
4–LOCATE ONSITE WASHOUT AREA MORE THEN 50 FT AWAY FROM NEAREST STORM INLET.
5–WASHOUT CONCRETE WASTE INTO WASHOUT PIT OR COMMERCIAL WASHOUT BIN ONLY.

USE OF CONCRETE WASHOUT
1–IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE CONCRETE WASHOUT AREA.
2–WASHOUT CONCRETE WASTE INTO PIT OR CONTAINER WHERE IT CAN SET AND LATER BE BROKEN UP AND DISPOSED OF PROPERLY
3–NO WASTE OR LITTER IS TO BE PERMITTED TO ACCUMULATE IN THE WASHOUT AREA. AREA SHOULD BE CLEAN AT THE END OF EACH WORK DAY.
4–INSTALL PROPER WASTE WATER PROTECTION AT ALL EFFECTED DOWNHILL STORM DRAINS AND INLETS
5–INSTALL A VEHICLE TRACKING PAD TO PROTECT THE STREETS FROM MUD AND OTHER DEBRIS FROM TRUCKS. MAKE SURE ALL TRUCKS ARE CLEAR OF MUD AND ROCK THAT CAN FALL FROM TRUCK WHILE TRAVELING ON STREETS.

CONCRETE WASHOUT AREA

IF THE AREA BEHIND THE INLET IS NOT STABILIZED, A BMP SHOULD BE USED TO PREVENT SEDIMENT FROM ENTERING THE INLET



INLET PROTECTION BARRIERS
NOT TO SCALE

NOTE:
TYPICALLY STRAW BALES ARE NOT RECOMMENDED FOR INLET PROTECTION BARRIERS.

PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.

SANDBAGS OF EITHER BURLAP OR WOVEN 'GEOTEXTILE' FABRIC TO BE USED TO WEIGH DOWN WATTLE IN AREAS WHERE THE WATER FLOW MAY MOVE THE WATTLE.

INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

GENERAL EROSION CONTROL NOTES

GENERAL EROSION CONTROL NOTES:
1. SWPPP AND NOI REQUIRED TO BE FILED AND APPROVED WITH TOWN OF SUMMIT COUNTY PRIOR TO COMMENCEMENT OF CONSTRUCTION
2. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.
3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE SUMMIT COUNTY PUBLIC WORKS DEPARTMENT MAY REQUIRE ADDITIONAL CONTROL DEVISES UPON INSPECTION OF PROPOSED FACILITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREETS CLEAN AND FREE OF DEBRIS FROM TRAFFIC AND THE SITE.
5. CONTRACTOR WILL DISPOSAL OF BUILDING MATERIAL WASTE PROPERLY TO PREVENT POLLUTANTS AND DEBRIS FROM BEING CARRIED OFF–SITE BY WIND OR WATER
6. ALL STORM DRAIN FACILITIES ON SITE AND ADJACENT TO THE SITE NEED TO BE PROTECTED FROM SITE RUNOFF. INLET PROTECTION DEVICES SHALL BE INSTALLED IMMEDIATELY UPON INDIVIDUAL INLETS BECOMING FUNCTIONAL.
7. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED, SEEDED WITH NATIVE VEGETATION, OR LANDSCAPED. REFER TO LANDSCAPE PLANS FOR SEED MIX AND PLANTING SPECIFICATIONS.
8. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING ARE IN PLACE. EROSION CONTROL STRUCTURES BELOW SEEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERAGE OF HEALTHY VEGETATIONS. EROSION CONTROL IN PROPOSED PAVEMENT AREAS SHALL REMAIN N PLACE UNTIL PAVEMENT IS COMPLETE.
9. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. CONTROL FACILITIES WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY AND REMOVED WHEN THE SITE IS PAVED.
10. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE.
11. BLOWING DUST MUST BE CONTROLLED AT ALL TIMES. INSTALLATION OF A SILT SCREEN AND SITE WATERING SHALL BE USED TO CONTROL DUST, THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.
11. ALL OFF–SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
12. ALL MEASURES CONTAINED IN THIS PLAN TO BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE AREAS THEY ARE PROTECTING. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT. ANY NEEDED CLEANING AND REPAIRS NEED TO BE DONE IMMEDIATELY UPON DISCOVERY.
13. ALL UTILITY LINES SHALL BE CLEANED OF DIRT AND DEBRIS PRIOR TO BEING PUT IN TO SERVICE. DOWNGRADE LINES MUST BE PROTECTED FROM WASH–WATER DURING THE CLEANING TO AVOID CONTAMINATION AND COMPROMISING OUTFALL CLEANLINESS.
14. ALL DISTURBED AREAS AND SOIL PILES LEFT INACTIVE FOR AN EXTENDED PERIOD OF TIME WILL BE STABILIZED BY SEEDING (BETWEEN APRIL 1 AND SEPTEMBER 15) OR BY OTHER COVER SUCH AS TARPING OR MULCHING.
15. ALL SEDIMENT THAT MOVES OFF–SITE DUE TO A STORM EVENT WILL BE CLEANED UP BEFORE THE END OF THE SAME WORKDAY.
16. ALL SEDIMENT THAT MOVES OFF–SITE DUE TO A STORM EVENT WILL BE CLEANED UP BEFORE THE END OF THE NEXT WORKDAY.

ADDITIONAL EROSION CONTROL NOTES

1. THE CUT SLOPES ARE PROGRAMMED AS SHOWN. TOPS OF 2:1 CUT THAT OCCUR IN TOP SOIL WILL BE ROUNDED TO BLEND INTO NATURAL TERRAIN.
2. EXCAVATED MATERIAL TO BE STOCKPILED IN AREAS TO BE DETERMINED IN THE FIELD BY THE ENGINEER, CONTRACTOR, SUMMIT COUNTY REVIEW ENGINEER AND SUMMIT COUNTY INSPECTOR. NO EXCAVATED MATERIAL WILL BE STORED IN ANY ROADWAY OR PROTECTED AREA AND WETLANDS.
3. CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITY TO AREAS WITHIN THE FLAGGED LIMITS OF DISTURBANCE AND AS SHOWN ON THE PLANS AND WITHIN FIELD DESIGNATED STORAGE, STAGING ACCESS, CONSTRUCTION AND MATERIAL WASTE AREAS AS APPROVED BY THE SUMMIT COUNTY ENGINEER.
4. CONTRACTOR SHALL ABIDE BY EROSION CONTROL REQUIREMENTS AS SET FORTH HEREIN.
5. ORGANIC MATERIALS WILL BE SEPARATED, REMOVED FROM THE ROAD BEDS AND STOCKPILED IN LOCATIONS TO BE DETERMINED IN THE FIELD BY THE ENGINEER, CONTRACTOR AND COUNTY INSPECTOR. NO ORGANIC MATERIAL WILL BE PLACED IN THE STRUCTURAL FILLS AREA.
6. AFTER CLEARING AND GRUBBING OPERATIONS, TOPSOIL IS TO BE STOCKPILED IN AREAS TO BE DETERMINED IN FIELD BY THE ENGINEER, CONTRACTOR, SUMMIT COUNTY REVIEW ENGINEER AND SUMMIT COUNTY INSPECTOR. NO ORGANIC MATERIAL OR ROCK LARGER THAN 24" WILL BE PLACED IN ROADWAY FILLS. 12" MINUS IN TOP 1' OF ROADWAY.
7. NO BRUSH, TOPSOIL SHALL BE STOCKPILED WITHIN THE ROADWAY RIGHT OF WAYS.
8. ALL FILL SLOPES WILL BE GRADED AS SHOWN OR AS DETERMINED BY A GEOTECHNICAL ENGINEER. COMPACTION OF EMBANKMENT FILLS WILL BE CONSTRUCTED TO SUMMIT COUNTY ROADWAY STANDARDS. FILL AREAS SHALL BE CLEARED, GRUBBED, STRIPPED OF SOIL AND SCARIFIED PRIOR TO PLACEMENT OF SUITABLE EMBANKMENT MATERIAL.
9. ALL DISTURBED AREAS WILL BE REVEGETATED ACCORDING TO REVEGETATION / EROSION CONTROL NOTES WITH A GRASS MIXTURE AS FOLLOWS APPLIED AT A MINIMUM RATE OF 50 LBS. PLS (PURE LIVE SEED PER ACRE WITH MIX)

NATIVE GRASSES	
% Pure	Grass Type
20.00	Hard fescue
15.00	Pubescent wheat grass
15.00	Orchard grass (sod forming)
15.00	smooth brom grass
20.00	Stream bank wheat grass (sod forming)
15.00	Western wheat grass

TOPSOIL SHALL BE PLACED TO A DEPTH OF 6" ON ALL CUT AND FILL SLOPES 2:1 OR FLATTER WITHOUT RETENTION. REVEGETATION AREAS WILL BE SEEDED AND MULCHED AS SOON AS POSSIBLE AFTER CONSTRUCTION COMPLETION.
10. SILT FENCING WILL BE HELD IN PLACE WITH 2 X 2 STAKES AND WILL BE PLACED ON THE DOWNHILL SIDES OF ALL DISTURBED AREAS AND AREAS USED FOR STOCKPILING AND TRENCHED INTO GROUND.
11. THE SILT FENCING SHALL BE INSTALLED BEFORE CLEARING AND GRUBBING AT THE TOE OF THE DISTURBED DOWNHILL SLOPE. NO GRUBBED AREA SHALL BE WITHOUT SILT FENCE PROTECTION FOR LONGER THAN 24 HOURS. THE SILT FENCE SHALL BE MONITORED AND REPLACED IF NECESSARY.
12. ALL SITE DRAINAGE SHALL BE ADEQUATELY PROVIDED FOR DURING CONSTRUCTION.
13. NATURAL VEGETATION WILL BE PRESERVED AND PROTECTED AS MUCH AS POSSIBLE AND VEGETATION REMOVAL WILL BE MINIMIZED.
14. DRAINAGE WAYS AND OUTLETS WILL BE PROTECTED FROM INCREASED FLOWS AND EROSION.
15. THE CONTRACTOR SHALL NOTIFY ALL OWNERS OF UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS AND CABLE TELEVISION, OF THE PROPOSED CONSTRUCTION WITHIN THE UTILITIES AREA OF OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR MEETING WITH AND COORDINATING CONSTRUCTION ACTIVITIES WITH THOSE OF THE UTILITY COMPANIES INVOLVED WITH FIELD LOCATION OF ALL EXISTING UTILITIES WITHIN THE AREA OF OPERATIONS. SHOULD THE CONTRACTOR EXPERIENCE A FAILURE BY THE UTILITY COMPANIES TO COMPLY WITH THEIR RESPONSIBILITY OF RELOCATING OR ADJUSTING THEIR FACILITIES, IF ANY, THE OWNER MUST BE NOTIFIED IN WRITING. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
16. THE CONTRACTOR SHALL FOLLOW AS APPLICABLE, UNLESS STANDARDS HAVE BEEN WAIVED OR MODIFIED:
- INTERNATIONAL BUILDING CODE 2015, APPENDIX J, GRADING
- SUMMIT COUNTY CODE
- UNIFORM FIRE CODE
17. FINISH GRADES ARE AT ROADWAY CENTERLINE, UNLESS OTHERWISE SPECIFICALLY NOTED.
18. NATIVE MATERIAL CAN BE CRUSHED AND PROCESSED ON SITE FOR ROAD BASE MATERIAL.
19. TEMP. DEBRIS PILES WILL BE LOCATED EVERY 200' AS NEEDED.
20. ALL ROADWAYS, TRENCHES, DETENTION PONDS AND/OR EXCAVATIONS OF ANY KIND REQUIRING FILL MATERIAL WILL BE INSPECTED AND APPROVED BY THE OWNER'S QUALITY CONTROL FIRM PRIOR TO THE PLACEMENT OF ANY FILL MATERIAL.
21. ALL FILL OR BACK FILL, WHETHER IMPORT OR NATIVE SOILS, WILL BE TESTED FOR DENSITY, MOISTURE AND BEARING AT REGULAR INTERVALS THROUGH THE COURSE OF THE FILL PLACEMENT. ALL FILLS WILL BE PLACED IN LIFTS AS PER THE PLANS AND SUMMIT COUNTY SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE TO NOTIFY THE THE GEOTECH 24 HOURS IN ADVANCE OF SCHEDULED FILL PLACEMENT.
22. IN THE EVENT OF DISCREPANCIES BETWEEN BID DOCUMENTS AND EXISTING ONSITE CONDITIONS, CONTRACTOR WILL 1) IMMEDIATELY HALT WORK ACTIVITY AND NOTIFY DESIGN ENGINEER OF ANY SUCH DISCREPANCIES 2) UPON RESOLUTION OF DISCREPANCIES, CONTRACTOR WILL SUBMIT COST OF CHANGED CONDITION, IF ANY. 3) PROCEED WITH WORK AFTER RECEIPT OF WRITTEN NOTICE TO COMMENCE WORK.
23. CONTRACTOR WILL PRIOR TO INSTALLATION PREPARE AND SUBMIT PRODUCT DATA AND DETAILS FOR MATERIAL USED IN CONJUNCTION WITH THIS PRODUCT IE. OVERFLOW STRUCTURES, DRAINAGE PIPE, FILTER FABRICS, EROSION BLANKETS, GROUT, GUARDRAILS, ROAD SIGNS, ETC.
24. CUT AND FILL SLOPES MATTING TO BE SEEDED AND TOPSOILED PRIOR TO PLACEMENT OF EROSION BLANKETS.
25. STAPLE PATTERNS ON EROSION MATS PER SUPPLIERS SPECS

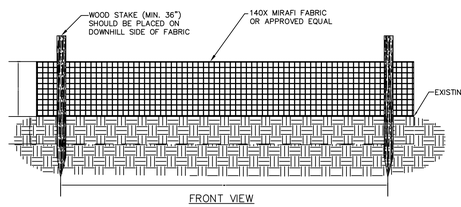
EROSION CONTROL BLANKET – ALL REQUIRED GRADING AND SEEDING IN AREAS TO RECEIVE EROSION CONTROL BLANKET SHOULD BE COMPLETED AND APPROVED BEFORE PLACING THE PRODUCT. APPLY THE BLANKET WITHIN 24 HOURS AFTER SEEDING OR BEFORE PRECIPITATION FALLS. IF THE BLANKET IS NOT INSTALLED AND A PRECIPITATION EVENT OCCURS, CREATING SOIL EROSION, REPLACE ERODED MATERIAL, REWORK THE SOIL, AND RESEED BEFORE INSTALLING THE BLANKET. INSTALL THE EROSION CONTROL BLANKET OR CHANNEL LINER STRICTLY FOLLOWING MANUFACTURER'S SPECIFICATIONS. ALLOW THE BLANKET OR LINER TO LAY LOOSELY ON THE SOIL TO ACHIEVE MAXIMUM SOIL CONTACT. REMOVE ROOTS, BRANCHES, OR OTHER LOOSE OBJECTS THAT CAUSE THE BLANKET OR CHANNEL LINER TO "TENT". PLACE ROOTS AND BRANCHES ON AREAS ALREADY BLANKETED. DO NOT STRETCH THE BLANKET DURING INSTALLATION. STAPLE THE BLANKET OR LINER USING MANUFACTURER'S SPECIFICATIONS. STAPLE REQUIREMENTS VARY ACCORDING TO THE STEEPNESS AND LENGTH OF THE SLOPE. PLACE ADDITIONAL STAPLES IN AREAS SUCH AS: SWALES, BASE OF HUMPS, AGAINST ROCK OUTCROPS AND AS REQUIRED TO ACHIEVE MAXIMUM CONTACT BETWEEN THE BLANKET AND THE SOIL.

TOPSOIL – PLACE TOPSOIL JUST BEFORE SEEDING TO ELIMINATE COMPETITION FROM WEEDS, COORDINATE TOPSOIL PLACEMENT WITH THE SEEDING WINDOW.

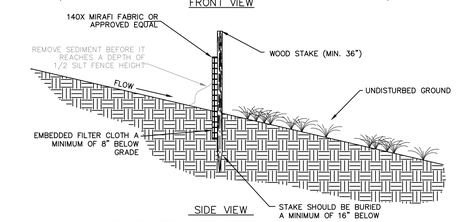
SEEDING WINDOW – COMPLETE ALL GENERAL DISTURBED AREA SEEDING WITHIN THE APPROPRIATE SEEDING WINDOW. IF THE SEEDING IS NOT COMPLETED WITHIN THE GIVEN WINDOW, POSTPONE SEEDING UNTIL THE FOLLOWING YEAR. UNDER CERTAIN CONDITIONS, AN EXCEPTION TO THIS WINDOW MAY BE OBTAINED THROUGH THE REGION LANDSCAPE ARCHITECT. THE ENGINEER APPROVES EXCEPTIONS.

ELEVATION	SEEDING WINDOW
4000 TO 8000 FT	SEPT. 15 TO DEC. 1
ABOVE 6000 FT	SEPT. 1 TO NOV 15

RIPRAP – PLACE STONES TO SECURE A ROCK MASS, CONFORMING TO THE GRADES AND DIMENSIONS SHOWN ON THE PLANS. DISTRIBUTE AND MANIPULATE THE STONES IN A MANNER THAT THE LARGER ROCK FRAGMENTS ARE UNIFORMLY DISTRIBUTED AND THE SMALLER ROCK FRAGMENTS SERVE TO FILL THE SPACE BETWEEN THE LARGER FRAGMENTS. PLACE IN A MANNER THAT RESULTS IN UNSEGREGATED, DENSELY PLACED, UNIFORM LAYERS OF RIPRAP OF THE THICKNESS INDICATED ON THE PLANS. EXCAVATE AT THE TOE OF THE SLOPE AND EMBED RIPRAP TO PROTECT AGAINST UNDERCUTTING. COMPACT PROPERLY PLACED LOOSE RIPRAP SO THAT IT IS FREE FROM ANY IRREGULAR SURFACE PROTRUSIONS OVER 3 INCHES IN HEIGHT.



FRONT VIEW



SILT FENCE DETAIL
NOT TO SCALE

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
DRAWN BY : CPW
DESIGNED BY : CPW
CHECKED BY : CPW
SCALE : 1"=40'

GATEWAY CONSULTING, Inc.
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CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

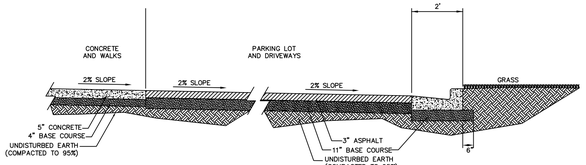
STORM WATER POLLUTION PREVENTION

PRINT DATE: 10-20-2021

SUMMIT COUNTY

PROFESSIONAL ENGINEER REVIEW COPY NOT FOR CONSTRUCTION STATE OF UTAH

SHEET NO. SWPPP



PARKING LOT ASPHALT AND CONCRETE CROSS SECTIONS

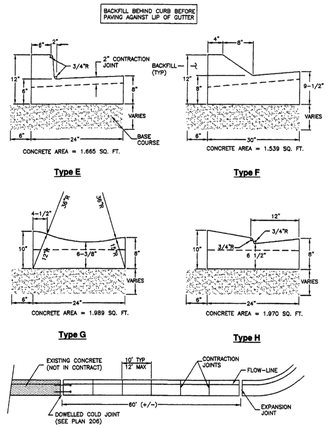
Curb and gutter

1. **GENERAL**
   A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
   B. Additional requirements are specified in APWA Section 32 16 13.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
   C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
   D. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 05 10. Thickness is 6-inches if flow-line grade is 0.5 percent (s=0.005) or greater. If slope is less, provide 8-inches. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Concrete Placement: APWA Section 03 30 10.
      1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install at the start or end of a street intersection curb return. Expansion joints are not required in concrete placement using slip-form construction.
      2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
      3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   C. Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

205.2



Curb and gutter

Plan 205.2 April 2011

Corner curb cut assembly

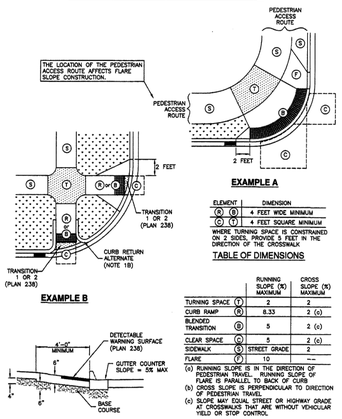
1. **GENERAL**
   A. Where existing elements or spaces are altered to receive an assembly; slopes and dimensions shall comply with slopes and dimensions shown on the drawing, or to the maximum extent feasible permitted by the ENGINEER. Final configuration of the assembly may be different than shown. Where physical constraints (e.g. utility covers, poles, vaults, etc.) prevent compliance, a single diagonal curb cut assembly may serve both pedestrian street crossings.
   B. Installation of flares or curb returns is ENGINEER's choice.
   C. Definitions and supplemental requirements are specified in APWA Section 32 16 14.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
   C. Detectable Warning Surface: Paver, ribbed composite panel, or tile. Provide a color that contrasts with adjacent walking surface, either light-on-dark or dark-on-light. ENGINEER to select type and color unless indicated elsewhere.
   D. Concrete: Class 4000, APWA Section 03 30 04.
   E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Curb Modifications:
      1) The sloped surface created to accommodate a flare area shall be perpendicular to the back of curb.
      2) No grade break shall exist between the flow-line and the foot of the curb ramp or blended transition. Length of the curb modification abutting the curb ramp or transition is 4 feet minimum for each crosswalk served.
   C. Curb Ramp: Length not required to exceed 15 feet. Grade breaks are perpendicular to the direction of ramp run and are not permitted on ramp or turning space surface. Sides are parallel to each other and perpendicular to the ends. At the bottom grade break it may be necessary to install a transition zone, (APWA Plan 238).
   D. Concrete Placement: APWA Section 03 30 10.
      1) Maximum length to width ratio for rectangular panel joints is 1.5 to 1. Joint spacing measured in feet not to exceed twice slab thickness measured in inches or a maximum of 15 feet.
      2) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install contraction joints vertical, 1/8-inch wide, and 1/4 of the depth of the concrete flatwork.
      3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   E. Clear Space: No trip hazards in the clear space.

235.1

TURNING SPACE AT SIDEWALK LEVEL



ELEMENT		DIMENSION
A	Ⓐ	4 FEET WIDE MINIMUM
B or C	Ⓑ or Ⓒ	4 FEET SQUARE MINIMUM

WHERE TURNING SPACE IS CONSTRAINED ON 2 SIDES, PROVIDE 5 FEET IN THE DIRECTION OF THE CROSSWALK

TABLE OF DIMENSIONS

		RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE	Ⓣ	2	2
CURB RAMP	Ⓡ	8.33	2 (c)
BLENDED TRANSITION	Ⓑ	5	2 (c)
CLEAR SPACE	Ⓒ	1	2 (c)
SIDEWALK	Ⓢ	STREET GRADE	2
FLARE	Ⓕ	10	--

(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB
(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL
(c) SLOPE MAY EQUAL STREET OR HIGHWAY GRADE AT CROSSWALKS THAT ARE WITHOUT VEHICULAR YIELD OR STOP CONTROL

SLOPE TABLE

Corner curb cut assembly

Plan 235.1 September 2011

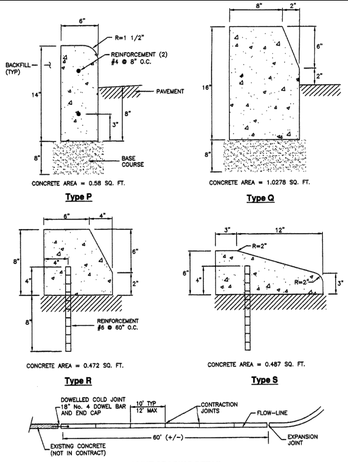
Curbs

1. **GENERAL**
   A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
   B. Additional requirements are specified in APWA Section 32 16 13.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
   C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
   D. Reinforcement: Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
   E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Concrete Placement: APWA Section 03 30 10.
      1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install at the start or end of a street intersection curb return. Expansion joints are not required in concrete placement using slip-form construction.
      2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
      3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   C. Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

209



Curbs

Plan 209 November 2009

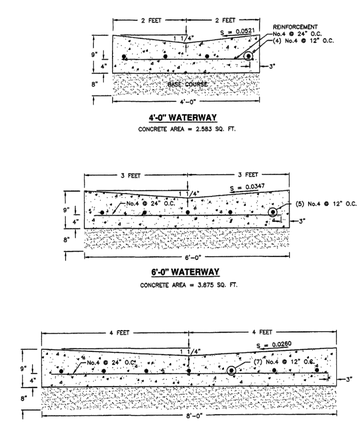
Waterway

1. **GENERAL**
   A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
   B. Unless indicated otherwise, width of waterway as follows.
      1) 4 feet for a residential street.
      2) 6 feet for a non-residential street.
      3) If wider than 6 feet, offset the flow line in the waterway to match (line up with) the curb and gutter flow line. Adjust cross slopes to match existing slopes.
   C. Additional requirements are specified in APWA Section 32 16 13.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
   C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
   D. Reinforcement: Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
   E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 05 10. Thickness is 6-inches if flow-line grade is 0.5 percent (s=0.005) or greater. If slope is less, provide 8-inches. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Concrete Placement: APWA Section 03 30 10.
      1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Expansion joints are not required in concrete placement using slip-form construction.
      2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
      3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   C. Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

211



Waterway

Plan 211 July 2011

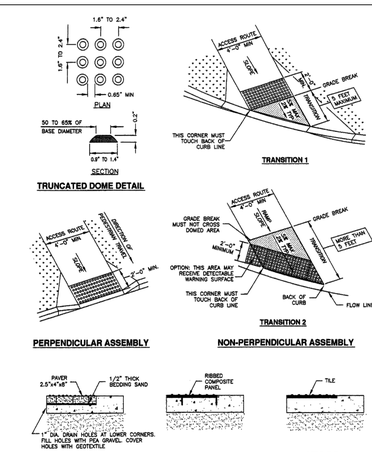
Detectable warning surface

1. **GENERAL**
   A. Detectable warnings consist of a surface of truncated domes aligned in a square or radial grid pattern with dome size, dome spacing, contrast and panel size as indicated.
   C. Definitions and supplemental requirements are specified in APWA Section 32 16 14.

2. **PRODUCTS**
   A. Pavers:
      1) Concrete, APWA Section 32 14 13.
      2) Brick and Mortar, APWA Section 32 14 16.
   B. Tile: Unless indicated elsewhere, selection is by CONTRACTOR as allowed by ENGINEER.
   C. Ribbed Composite Panel: Unless indicated elsewhere, selection is by CONTRACTOR as allowed by ENGINEER.
   D. Bedding Sand, Joint Sand, Geotextile: APWA Section 32 14 13.

3. **EXECUTION**
   A. Layout:
      1) Joints Between Units: 3/16 inch maximum or manufacturer's recommendation.
      2) Flares: Do not install detectable warning units on flared surfaces.
      3) Alignment: Where a ramp, turning space, or blended transition provides access to the street continuously around a corner, align the vertical rows of truncated domes to be perpendicular or radial to the grade break between the ramp and the street for a 4 feet minimum width for each crosswalk served.
      4) Transition 1 or 2: Selection is by ENGINEER unless indicated elsewhere.
      5) At Rail Crossings: The edge of the detectable warning surface nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail.
   B. Paver Installation: APWA Section 32 14 13. If paver must be cut, minimum paver cut length is 3/4 paver, or 1/2 paver length providing the adjacent paver is also reduced no more than 1/2 its original length. Do not cut pavers longitudinally. Remove domes that were cut.
   C. Tile Installation: Install according to manufacturer's recommendations. Remove domes that were cut.
   D. Ribbed Composite Panel Installation: Install according to manufacturer's recommendation. Remove domes that were cut. Seal cuts to prevent water intrusion.

238



Detectable warning surface

Plan 238 July 2011

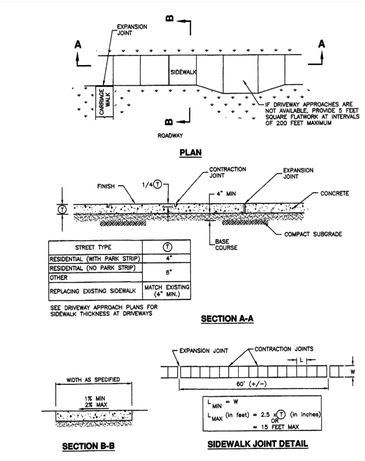
Sidewalk

1. **GENERAL**
   A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
   B. Additional requirements are specified in APWA Section 32 16 13.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
   C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
   D. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Concrete Placement: APWA Section 03 30 10.
      1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface.
      2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Maximum length to width ratio for non-square panels is 1.5 to 1. Maximum panel length (in feet) is 1.5 times the slab thickness (in inches).
      3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.

231



STREET TYPE	T
RESIDENTIAL (WITH PARK STRIP)	4"
RESIDENTIAL (NO PARK STRIP)	6"
OTHER	
REPLACING EXISTING SIDEWALK	MATCH EXISTING (4" MIN.)

SEE DRIVEWAY APPROACH PLANS FOR SIDEWALK THICKNESS AT DRIVEWAYS

Sidewalk

Plan 231 March 2009

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: N/A

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5648
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

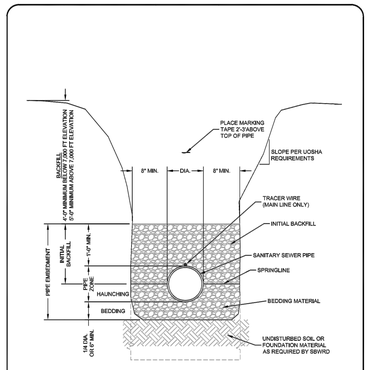
STREET DETAILS

PRINT DATE: 10-20-2021

SUMMIT COUNTY

APPROVED PROPOSED CONSTRUCTION DRAWINGS FOR CONSTRUCTION ISSUED 2021 CITY OF UTAH

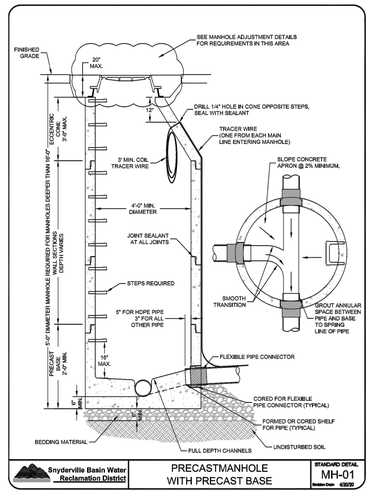
SHEET NO. D1



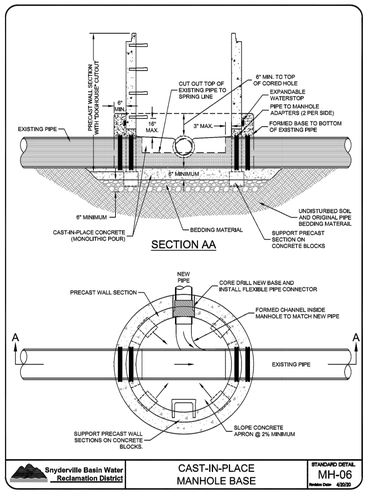
ALL SUBGRADES

NOTES:
1. TRENCH BACKFILL SHALL BE PLACED SUCH THAT SETTLEMENT OF PAVED AREAS DOES NOT OCCUR.
2. BACKFILL IN ROADS, STREETS OR RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH APPLICABLE CITY, COUNTY OR STATE STANDARDS.
3. COMPACTION TESTING SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND THE CONTRACTOR.
4. BACKFILL IN OFF-ROAD AREAS SHALL BE IN ACCORDANCE WITH THE OFF ROAD SEWER LINE TRENCH DETAIL.
5. ATTACH TRACER WIRE TO TOP OF PIPE AT MAXIMUM 8' SPACING WITH DUCT TAPE OR ZIP TIES.
6. BEDDING AND INITIAL BACKFILL SHALL BE IN ACCORDANCE WITH SBWRD SPEC. BOOK SECTION 408.1 (¾" MINUS FOR PIPE DIAMETERS 4" AND LARGER, ¾" MINUS FOR PIPE DIAMETERS LESS THAN 4").

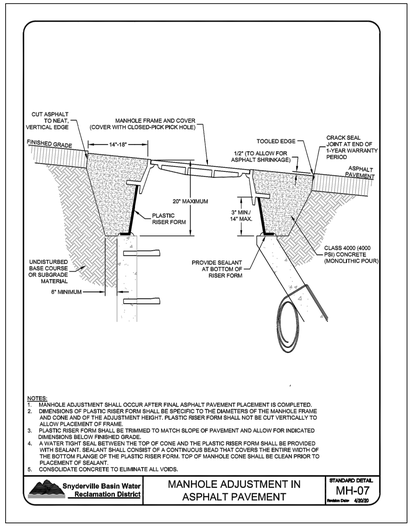
Snyderville Basin Water Reclamation District	PIPE TRENCH	STANDARD DETAIL PI-01 Revision Date 4/30/20



Snyderville Basin Water Reclamation District	PRECASTMANHOLE WITH PRECAST BASE	STANDARD DETAIL MH-01 Revision Date 4/30/20

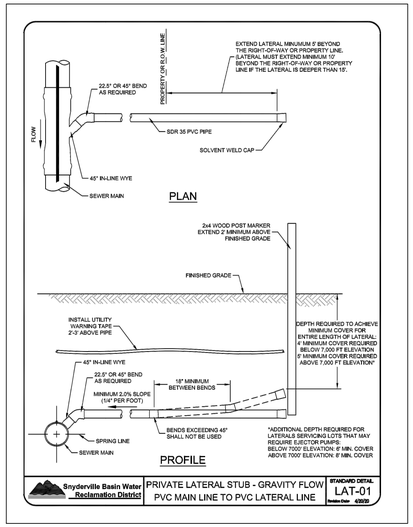


Snyderville Basin Water Reclamation District	CAST-IN-PLACE MANHOLE BASE	STANDARD DETAIL MH-06 Revision Date 4/30/20

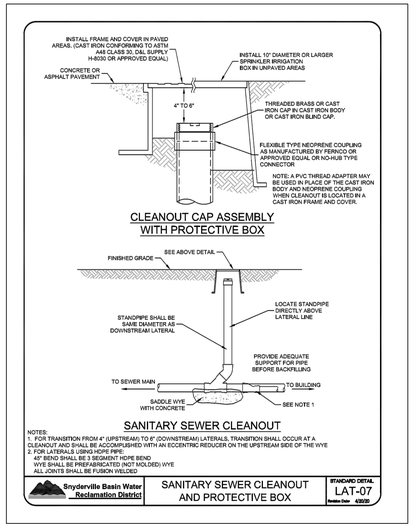


NOTES:
1. MANHOLE ADJUSTMENT SHALL OCCUR AFTER FINAL ASPHALT PAVEMENT PLACEMENT IS COMPLETED.
2. DIMENSIONS OF PLASTIC RISER FORM SHALL BE SPECIFIC TO THE DIAMETERS OF THE MANHOLE FRAME AND CONE AND OF THE ADJUSTMENT HEIGHT. PLASTIC RISER FORM SHALL NOT BE CUT VERTICALLY TO ACCOMMODATE SLOPE.
3. PLASTIC RISER FORM SHALL BE TRIMMED TO MATCH SLOPE OF PAVEMENT AND ALLOW FOR INDICATED DIMENSIONS BELOW FINISHED GRADE.
4. A WATER TIGHT SEAL BETWEEN THE TOP OF CONE AND THE PLASTIC RISER FORM SHALL BE PROVIDED WITH SEALANT. SEALANT SHALL CONSIST OF A CONTINUOUS BEAD THAT COVERS THE ENTIRE WIDTH OF THE BOTTOM FLANGE OF THE PLASTIC RISER FORM. TOP OF MANHOLE CONE SHALL BE CLEAN PRIOR TO PLACEMENT OF SEALANT.
5. CONSOLIDATE CONCRETE TO ELIMINATE ALL VOIDS.

Snyderville Basin Water Reclamation District	MANHOLE ADJUSTMENT IN ASPHALT PAVEMENT	STANDARD DETAIL MH-07 Revision Date 4/30/20



Snyderville Basin Water Reclamation District	PRIVATE LATERAL STUB - GRAVITY FLOW PVC MAIN LINE TO PVC LATERAL LINE	STANDARD DETAIL LAT-01 Revision Date 4/30/20



NOTES:
1. FOR TRANSITION FROM 4" (UPSTREAM) TO 6" (DOWNSTREAM) LATERALS, TRANSITION SHALL OCCUR AT A CLEANOUT AND SHALL BE ACCOMPLISHED WITH AN ECCENTRIC REDUCER ON THE UPSTREAM SIDE OF THE WYE
2. FOR LATERALS USING HDPE PIPE:
   45° BEND SHALL BE 3 SEGMENT HDPE BEND
   WYE SHALL BE PREFABRICATED (NOT MOLDED) WYE
   ALL JOINTS SHALL BE FUSION WELDED

Snyderville Basin Water Reclamation District	SANITARY SEWER CLEANOUT AND PROTECTIVE BOX	STANDARD DETAIL LAT-07 Revision Date 4/30/20

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
DRAWN BY: CPW
DESIGNED BY: CPW
CHECKED BY: CPW
SCALE: N/A

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5648
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

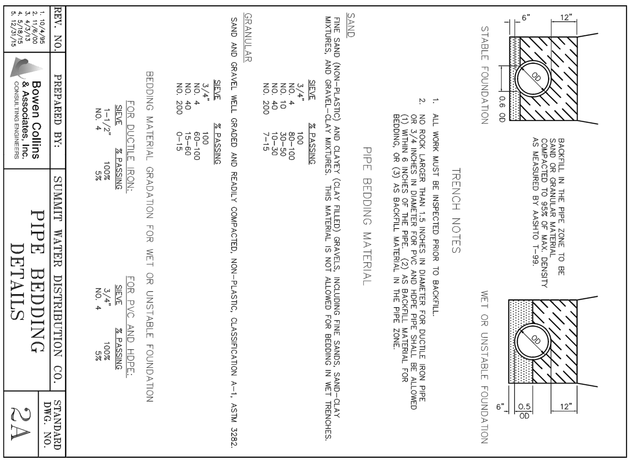
SEWER DETAILS

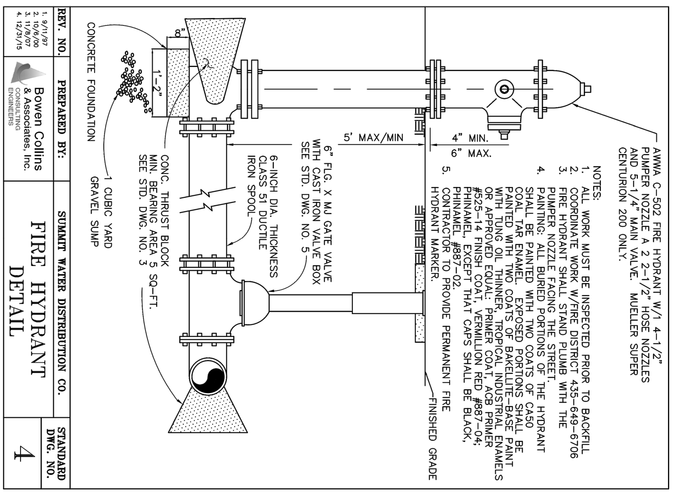
10-20-2021

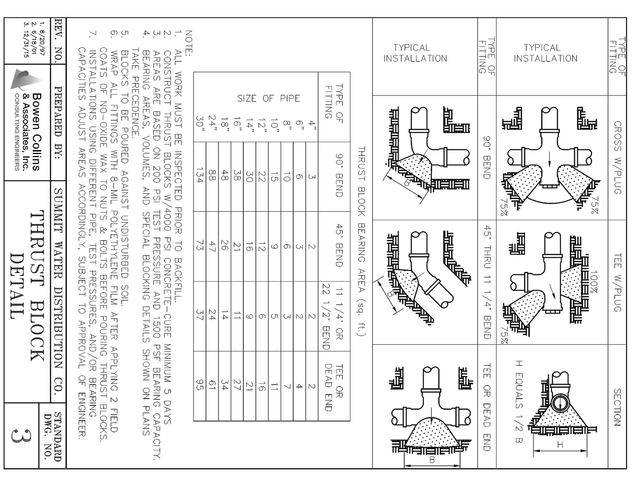
SUMMIT
COUNTY

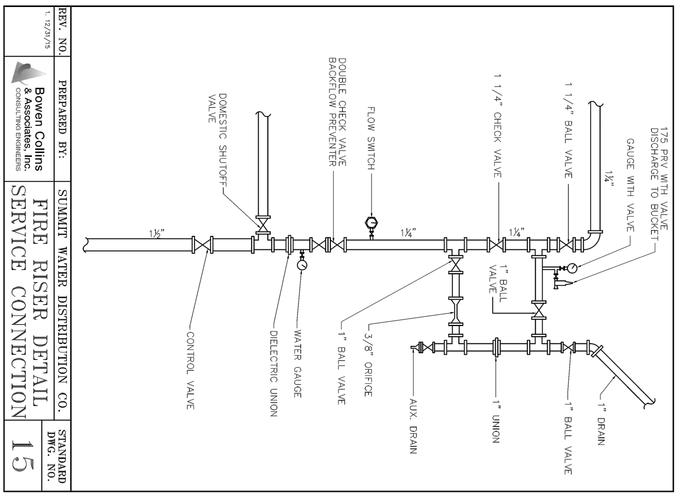
REVIEWED FOR CODE COMPLIANCE
NOV 15 2021
SUMMIT COUNTY
STATE OF UTAH
LICENSED PROFESSIONAL ENGINEER

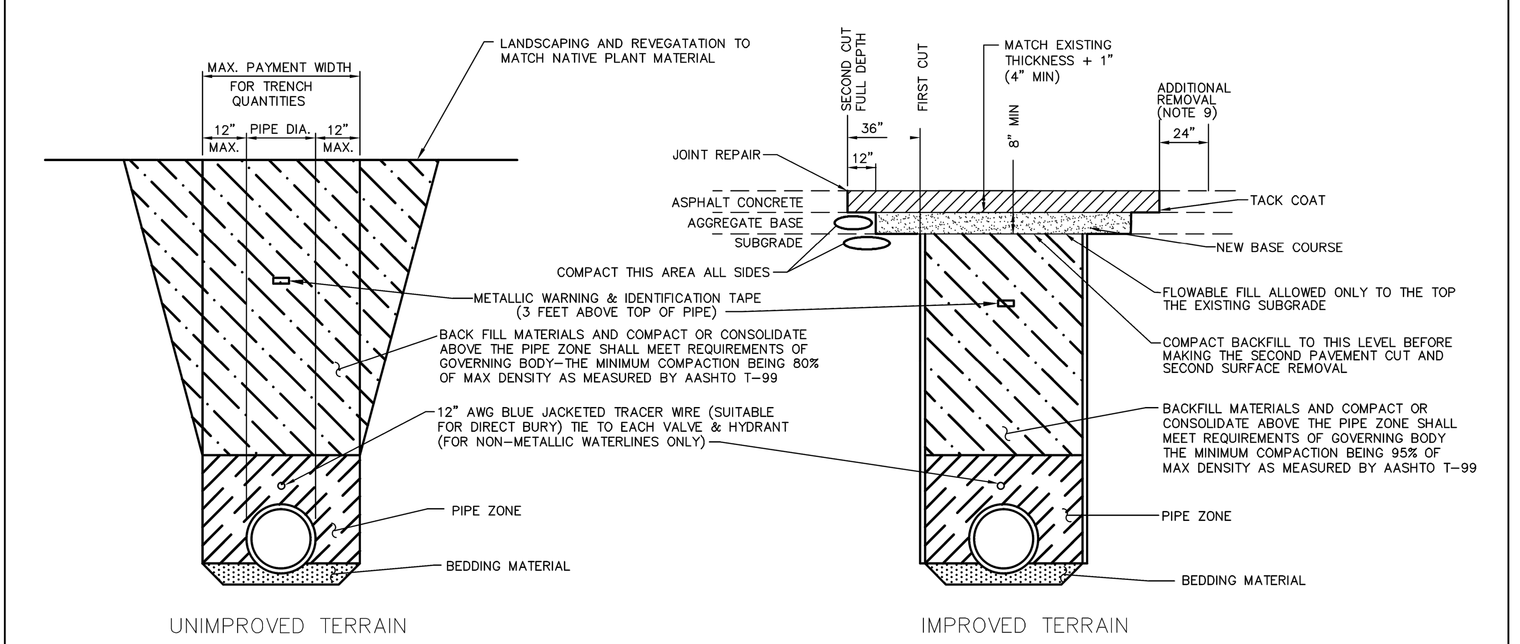
SHEET NO. D2











TRENCH SECTIONS

NOTES:

1. THE CONTRACTOR SHALL LOCATE, HORIZONTALLY AND VERTICALLY, ALL UNDERGROUND UTILITIES AND STRUCTURES BEFORE LAYING PIPE WITHIN 200 FEET OF UTILITY CROSSING OR PIPE CONNECTION BY POT HOLING.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING.
3. PAYMENT FOR TRENCH QUANTITIES SHALL BE FOR ACTUAL AMOUNTS, BUT NOT TO EXCEED MAXIMUM SHOWN FOR IMPROVED TERRAIN.
4. CONTRACTORS MAY USE SLOPING WALLS IN IMPROVED TERRAIN, BUT PAYMENT SHALL BE AS STATED IN NOTE NO. 3.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND THEIR SERVICES, AND HE SHALL PROTECT THEM FROM DAMAGE AT ALL TIMES.
6. THE CONTRACTOR SHALL PLACE TEMPORARY AND PERMANENT SURFACES TO CONFORM TO THE REQUIREMENTS OF THE AGENCY ISSUING THE PERMIT.
7. THE CONTRACTOR SHALL RESTORE ALL EXISTING IMPROVEMENTS TO THEIR ORIGINAL CONDITION OR BETTER. ALL COSTS FOR RESTORATION OF IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE BORNE BY THE CONTRACTOR.
8. TRACER WIRE SHALL BE WRAPPED AROUND ALL NON-METALLIC PIPE.
9. IF A SAW CUT IN THE DIRECTION OF VEHICULAR TRAVEL IS WITHIN A WHEEL PATH, SWDC MAY ORDER ADDITIONAL PAVEMENT REMOVAL SO SAW CUT IS FALLS OUTSIDE A WHEEL PATH.

REV.	DATE	BY	DESCRIPTION
3	12/31/15	TSC	UPDATE PER SWDC
2	9/99	DW	ADDED NOTES
1	10/95	RB	ADDED NOTES

Bowen Collins & Associates, Inc. CONSULTING ENGINEERS

SUMMIT WATER DISTRIBUTION COMPANY

TRENCH DETAILS

STD. DWG. NO. 2

SHEET NO. D3

SUMMIT COUNTY

ALTITUDE LOFT CONDOMINIUMS

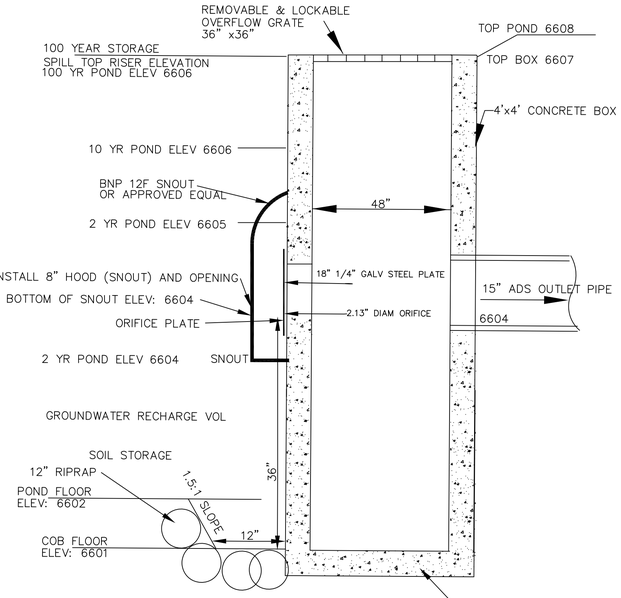
WATER DETAIL

10-20-2021

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ORIG. DATE:	3-8-21
SURVEY BY:	
DRAWN BY :	GPW
DESIGNED BY :	GPW
CHECKED BY :	GPW
SCALE :	N/A

NO.	DESCRIPTION	DATE	APP'D



POND OUTFALL RISER
NOT TO SCALE

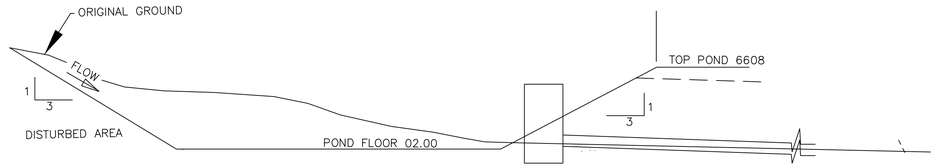
RISER NOTES

A. PROVIDE AN ANTI VORTEX DEVICE
   1–VERTICAL PLATE NORMAL TO CENTER LINE OF DAM.
   2–BOLT OR WELD TO RISER

B. CONCRETE BASE:
   1–CONCRETE
   THICKNESS = 18"
   WIDTH = RISER DIAMETER + 18"
   LENGTH = RISER DIAMETER + 18"
   IMBED RISER = 6" INTO THE BASE.

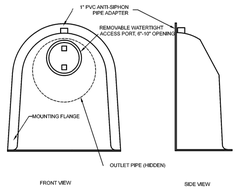
C. ATTACH TRASH RACK TO TOP OF RISER. OPENINGS REQUIRED BETWEEN 4" AND 3/4 OF THE CONDUIT DIAMETER.

D. COVER LOWER 1/3 OF RISER WITH FREE DRAINING GRANULAR BACKFILL MATERIAL



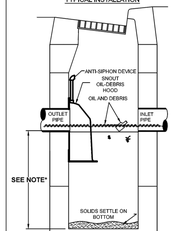
POND X–SECTION

CONFIGURATION DETAIL



SNOUT OIL-WATER-DEBRIS SEPARATOR

TYPICAL INSTALLATION



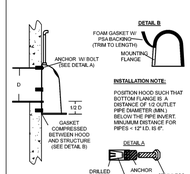
*NOTE - SUMP DEPTH OF 30" MIN. FOR UP TO 12" ID PIPE OUTLET. FOR PIPES 15" ID AND ABOVE SUMP DEPTH OF 2.5 TO 3 TIMES PIPE ID RECOMMENDED. (I.E. 5' DEEP for 24" PIPE)

NOTES:

1. ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE AS MANUFACTURED BY:
   CONTECH STORMWATER PRODUCTS, INC.
   9 MATHEWS DRIVE, UNIT A-2
   EAST HADDAM, CT 06423
   TOLL FREE: (800) 504-8008 OR (888) 434-0277, FAX: (877) 434-3197
   WEB SITE: www.bmpinc.com
   OR PRE-APPROVED EQUAL
2. ALL HOODS SHALL BE CONSTRUCTED OF A GLASS REINFORCED RESIN COMPOSITE WITH ISO-GEL COAT EXTERIOR FINISH WITH A MINIMUM 0.125" LAMINATE THICKNESS.
3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT PIPE AND ELBOW AS DRAWN. (SEE CONFIGURATION DETAIL)
4. THE SIZE AND POSITION OF THE HOOD SHALL BE DETERMINED BY OUTLET PIPE SIZE AS PER MANUFACTURER'S RECOMMENDATION (SNOUT SIZE ALWAYS LARGER THAN PIPE SIZE).
5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A MINIMUM DISTANCE EQUAL TO 1/2 THE OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6" FOR PIPES <12" I.D.
6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF 12" ACCORDING TO STRUCTURE CONFIGURATION.
7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL AND PIPE SHALL BE FINISHED FLUSH TO WALL.
8. ALL STRUCTURE JOINTS SHALL BE WATERTIGHT.
9. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 2" STAINLESS STEEL BOLTS AND OIL-RESISTANT GASKET AS SUPPLIED BY MANUFACTURER. (SEE INSTALLATION DETAIL)
10. INSTALLATION INSTRUCTIONS SHALL BE FURNISHED WITH MANUFACTURER SUPPLIED INSTALLATION KIT
    INSTALLATION KIT SHALL INCLUDE:
    A. INSTALLATION INSTRUCTIONS
    B. ANTI-SIPHON VENT PIPE AND ADAPTER
    C. OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
    D. 3/8" STAINLESS STEEL BOLTS
    E. ANCHOR SHIELDS

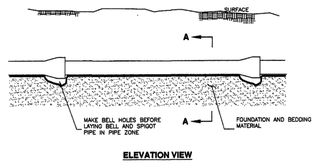
US Patent # 6126817, 7951294, 7857966, 8512556
Canada Patent # 2285146, 2690156, 2690156 others pending

INSTALLATION DETAIL

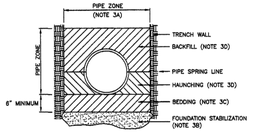


HOOD SPECIFICATION FOR CATCH BASINS AND WATER QUALITY STRUCTURES

DESCRIPTION	DATE	SCALE
OIL- DEBRIS HOOD SPECIFICATION AND INSTALLATION (TYPICAL)	09/08/18	NONE
	DRAWING NUMBER	SP-SN



ELEVATION VIEW



SECTION A-A

INSTALLATION

CONCRETE PIPE: FOLLOW ASTM C 1479
"STANDARD PRACTICE FOR INSTALLATION OF PRECAST CONCRETE SEWER, STORM DRAIN, AND CULVERT PIPE USING STANDARD INSTALLATIONS."

PLASTIC PIPE: FOLLOW ASTM D 2321
"STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS"

CORRUGATED METAL PIPE: FOLLOW ASTM A 798
"STANDARD PRACTICE FOR INSTALLING FACTORY-MADE CORRUGATED STEEL PIPE FOR SEWERS AND OTHER APPLICATIONS."

VITRIFIED CLAY PIPE: FOLLOW ASTM C 12.
"STANDARD RECOMMENDED PRACTICE FOR INSTALLING VITRIFIED CLAY PIPE LINES."

APWA Utah Chapter — *Pipe zone backfill* — Plan 382 January 2011

Pipe zone backfill

1. **GENERAL**
   A. Install the pipe in the center of the trench or no closer than 6-inches from the wall of the pipe to the wall of the trench.
2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Concrete: APWA Section 03 30 04.
   D. Flowable Fill: Target is 80 psi in 28 days with 90 psi maximum in 28 days, APWA Section 31 05 15. It must flow easily requiring no vibration for consolidation.
   E. Stabilization-Separation Geotextile: Moderate or high at CONTRACTOR's choice, APWA Section 31 05 19.
3. **EXECUTION**
   A. Excavate the Pipe Zone: Width is measured at the pipe spring line and includes any necessary sheathing. Provide width recommended by pipe manufacturer. Follow manufacturer's recommendations when using trench boxes.
   B. Foundation Stabilization: Get ENGINEER's permission before installing common fill. Vibrate to stabilize. Installation of stabilization-separation geotextile will be required to separate backfill material and native subgrade materials if common fill cannot provide a working surface or prevent soils migration.
   C. Bedding: Follow APWA Section 33 05 20 requirements and the following provisions.
      1) Furnish untreated base course material unless specified otherwise by pipe manufacturer.
      2) Maximum lift thickness is 8-inches.
      3) Bedding immediately under the pipe should not be compacted, but loosely placed.
      4) Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
      5) When using concrete, provide at least Class 2,000, APWA Section 03 30 04.
   D. Pipe Zone: DO NOT USE sewer rock, pea gravel, or recycled RAP aggregate in the pipe zone. Water jetting is NOT allowed.
      1) Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26 unless pipe manufacturer requires more stringent installation.
      2) Submission of quality control compaction test result data developed for the haunch zone may be requested by ENGINEER at any time. CONTRACTOR is to provide results of tests immediately upon request.
   E. Flowable Fill (when required and if allowed by pipe manufacturer):
      1) Place the controlled low strength material, APWA Section 31 05 15.
      2) Prevent pipe flotation by installing in lifts and providing pipe restraints as required by pipe manufacturer.
      3) Reset pipe to line and grade if pipe "floats" out of position.

382

CAST IN PLACE BASE

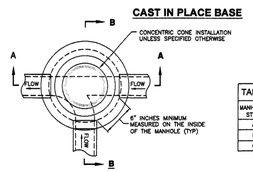
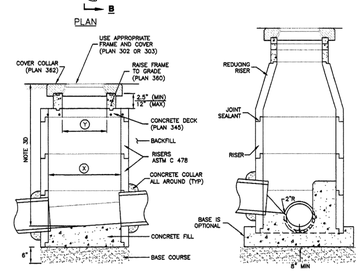


TABLE OF DIMENSIONS	
MANHOLE STYLE	DIMENSION
A	⊘=48" Ⓨ=30"
B	⊘=60" Ⓨ=44"
C	⊘=60" Ⓨ=30"



SECTION A-A (CONCRETE DECK OPTION)

SECTION B-B (REDUCING RISER OPTION)

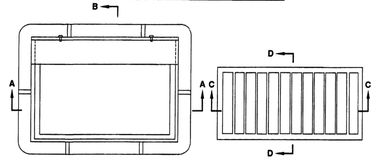
APWA Utah Chapter — *Precast manhole* — Plan 341.1 November 2010

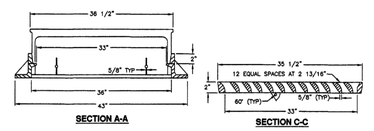
Precast manhole

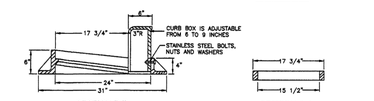
1. **GENERAL**
   A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the manhole.
   B. Manhole size.
      1) Diameter is 4-feet: For pipe under 12" diameter.
      2) Diameter is 5-feet: For pipe 12" and larger, or when 3 or more drain pipes intersect the manhole.
   C. Wall thickness:
      1) Precast reinforced concrete walls 4 3/4" minimum.
      2) Cast-in-place concrete to be 8 inches thick minimum.
2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Concrete: Class 4000, APWA Section 03 30 04.
   D. Riser and Reducing Riser: ASTM C478.
   E. Joint Sealant: Rubber based, compressible.
   F. Grout: 2 parts sand to 1 part cement mortar, ASTM C1329.
   G. Stabilization-Separation Geotextile: Moderate or high at CONTRACTOR's choice, APWA Section 31 05 19.
3. **EXECUTION**
   A. Foundation Stabilization: Get ENGINEER's permission to use a sewer rock or a sewer rock in a geotextile wrap to stabilize an unstable foundation.
   B. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   C. Invert cover. During construction, place invert covers over the top of pipe in manholes that currently convey sewerage. See Plan 412.
   D. Concrete Deck or Reducing Riser: When depth of manhole from pipe invert to finish grade exceeds 7 feet, use an ASTM C478 reducing riser.
   E. Pipe Connections: Grout around all pipe openings.
   F. Pipe Seal: Install rubber-based pipe seals on all plastic pipes when connecting plastic pipes to manholes. Hold water-stop in place with stainless steel bands.
   G. Joints: Place flexible sealant in all riser joints. Finish with grout.
   H. Adjustment: If the required manhole adjustment is more than 1'-0", remove the cone and grade rings and adjust the manhole elevation with the appropriate manhole section, the cone section, and the grade rings or plastic form to make frame and lid match finish grade.
   I. Finish: Provide smooth and neat finishes on interior of cones, shafts, and rings. Imperfect moldings or honeycombs will not be accepted.
   J. Backfill: Provide backfill against the manhole shaft. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.

341.1

CURB OPENING FRAME AND GRATE







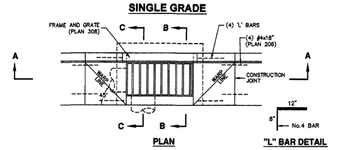
APWA Utah Chapter — *35 1/2" Grate and frame* — Plan 308 January 1999

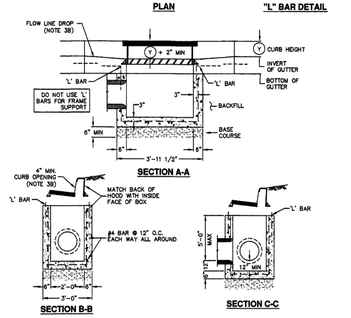
35 1/2" Grate and frame

1. **GENERAL**
   A. The grate and frame fits concrete boxes in Plan 315.
2. **PRODUCTS**
   A. Castings: Grey iron class 35 minimum per ASTM A48, coated with asphalt based paint or better.
   B. Bolts, Nuts, Washers, Accessories: Stainless steel, APWA Section 05 05 23.
3. **EXECUTION** (Not used)

308

SINGLE GRADE



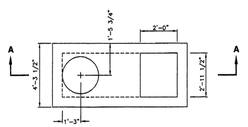


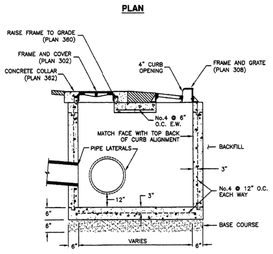
APWA Utah Chapter — *Catch basin* — Plan 315.1 September 2010

Catch basin

1. **GENERAL**
   A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.
2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Concrete: Class 4000, APWA Section 03 30 04.
   D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Curb Face Opening: Make opening at least 4-inches high. Provide at least a 2-inch drop between the "warp line" in the gutter flow-line and the top of the grate at the curb face opening.
   C. Concrete Placement: APWA Section 03 30 10. Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   D. Backfill: Place backfill against the basin wall. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.

315.1





APWA Utah Chapter — *Combination catch basin and cleanout box* — Plan 316 March 2011

Combination catch basin and cleanout box

1. **GENERAL**
   A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.
2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Concrete: Class 4000, APWA Section 03 30 04.
   D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
   E. Ladder Rungs: Plastic, or plastic coated steel typically 8-inches wide.
3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Curb Face Opening: Make opening at least 4-inches high. Provide at least a 2-inch drop between the "begin warp" line in the gutter flow-line and the top of the grate at the curb face opening.
   C. Ladder Rungs: Provide rungs in boxes over 6 feet deep. When measured from the floor of the box, place bottom rung the greater distance of 4 feet from the floor of the box or 1 foot above the top of the pipe. Place top rung within 3 feet of bottom of box ceiling.
   D. Concrete Placement: APWA Section 03 30 10. Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   E. Backfill: Provide backfill against all sides of the box. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.

316

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 3-8-21
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : N/A

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

ALTITUDE LOFT CONDOMINIUMS

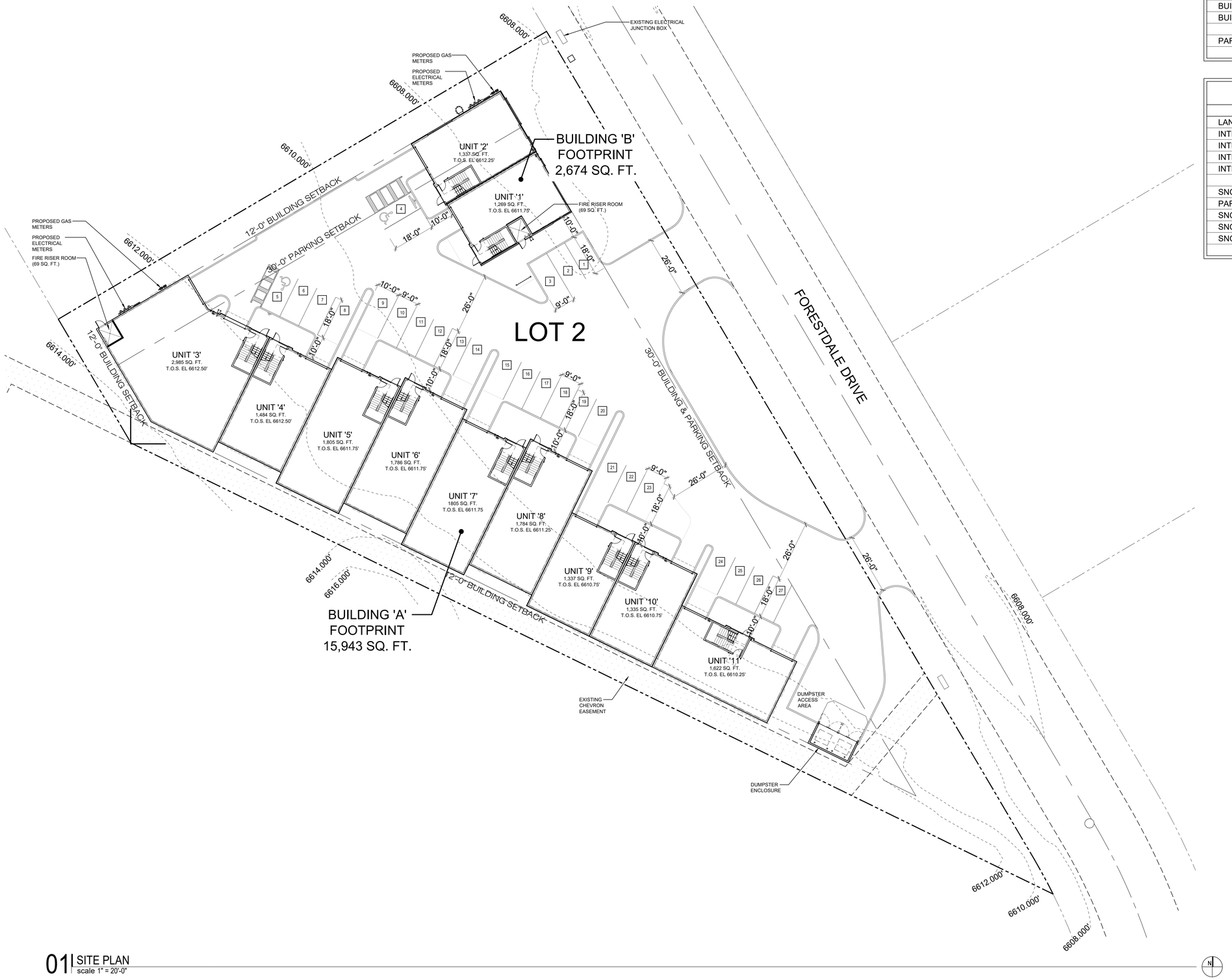
STORM DETAIL

10-20-2021

SUMMIT COUNTY

REGISTERED PROFESSIONAL ENGINEER — PAUL W. NORTON — 5105605 — 10-20-2021 — STATE OF UTAH

SHEET NO. D4



01 | SITE PLAN
scale 1" = 20'-0"

SITE INFORMATION

SITE / BUILDING	
SITE AREA:	1.379 ACRES
BUILDING HEIGHT:	32'-0" MAX. HEIGHT
BUILDING USE:	BUSINESS / STORAGE
PARKING:	27 TOTAL SPACES (2 ACCESSIBLE)

PARKING AREA

PARKING	
LANDSCAPING:	15% OF INTERNAL PARKING LOT AREA REQUIRED
INTERNAL PARKING LOT AREA:	24,179 SQ. FT.
INTERNAL LANDSCAPE REQUIRED:	3,627 SQ. FT.
INTERNAL LANDSCAPE AREA PROVIDED:	4,409 SQ. FT. > 15%
INTERNAL LANDSCAPE AREA PROVIDED:	18.23% PROVIDED
SNOW STORAGE:	10% OF PARKING LOT SURFACE AREA REQUIRED
PARKING LOT SURFACE AREA:	19,415 SQ. FT.
SNOW STORAGE AREA REQUIRED:	1,942 SQ. FT.
SNOW STORAGE AREA PROVIDED:	3,382 SQ. FT. > 10%
SNOW STORAGE AREA PROVIDED:	17.42% PROVIDED

Scale: PER TITLE
Date: 10-20-2021
Job No: -
Revision:

Project:
Altitude Lofts Condominiums
Park City, Utah

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Architects Stamp:

OVERALL SITE PLAN

Sheet Title:

AS1.0

Sheet No.

CAD File No.

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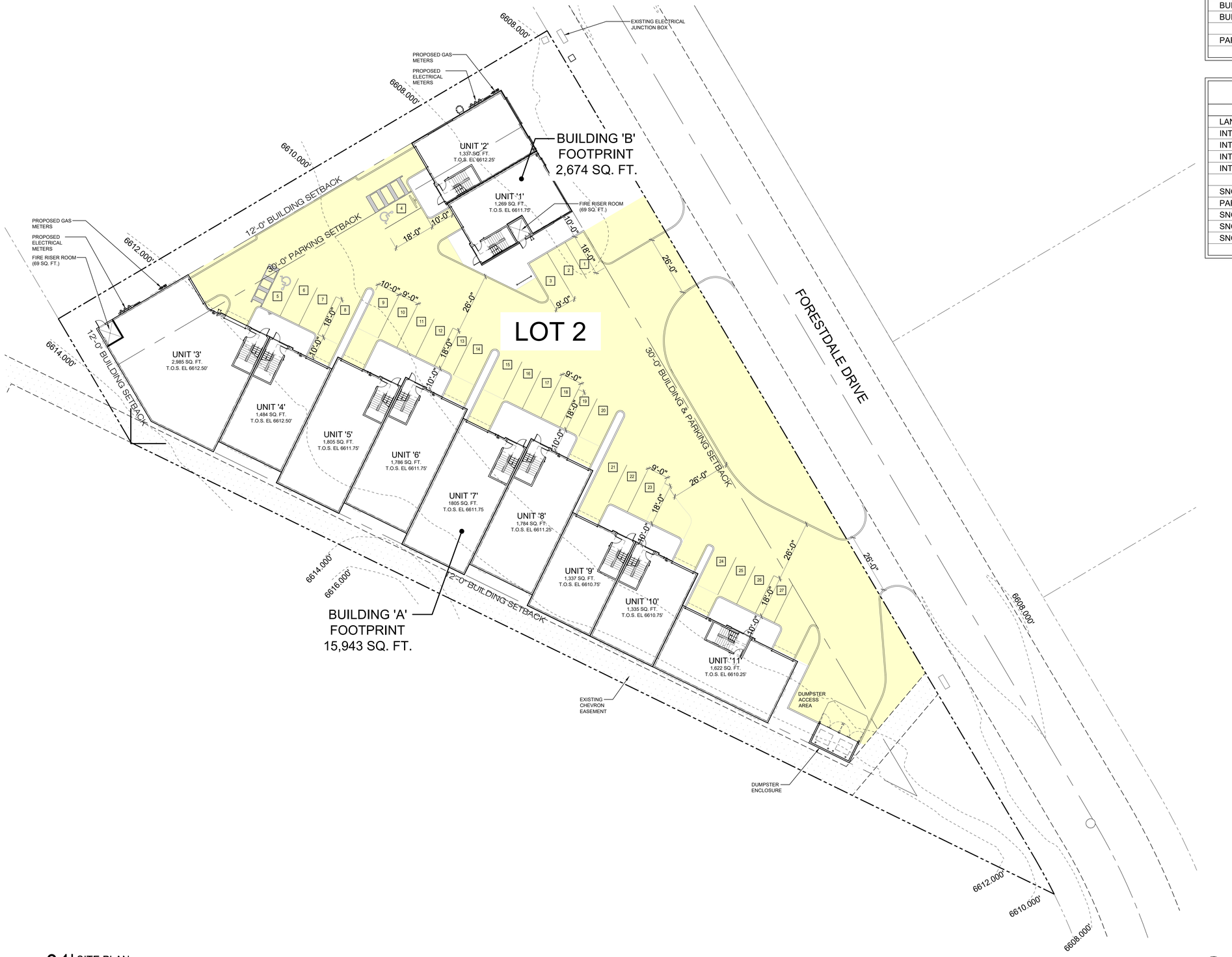

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scale 1" = 20'-0"

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SNOW STORAGE AREA PROVIDED:	3,382 SQ. FT. > 10%
SNOW STORAGE AREA PROVIDED:	17.42% PROVIDED

AREA KEY

- INTERNAL PARKING LOT AREA
- LANDSCAPE AREA
- PARKING LOT SURFACE AREA
- SNOW STORAGE AREA

Scale: PER TITLE
Date: 10-20-2021
Job No: -
Revision:

Project:
Altitude Lofts Condominiums
Park City, Utah

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Architects Stamp:

INTERNAL PARKING AREA

Sheet Title:

AS1.1

Sheet No.

CAD File No.

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01 SITE PLAN
scale 1" = 20'-0"

SITE INFORMATION

SITE / BUILDING	
SITE AREA:	1.379 ACRES
BUILDING HEIGHT:	32'-0" MAX. HEIGHT
BUILDING USE:	BUSINESS / STORAGE
PARKING:	27 TOTAL SPACES (2 ACCESSIBLE)

PARKING AREA

PARKING	
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SNOW STORAGE AREA REQUIRED:	1,942 SQ. FT.
SNOW STORAGE AREA PROVIDED:	3,382 SQ. FT. > 10%
SNOW STORAGE AREA PROVIDED:	17.42% PROVIDED

AREA KEY

- INTERNAL PARKING LOT AREA
- LANDSCAPE AREA
- PARKING LOT SURFACE AREA
- SNOW STORAGE AREA

Scale: PER TITLE
Date: 10-20-2021
Job No: -
Revision:

Project:
Altitude Lofts Condominiums
Park City, Utah

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Architects Stamp:

LANDSCAPE AREA

Sheet Title:

AS1.2

Sheet No.

CAD File No.

00_00000_

01 SITE PLAN
scale 1" = 20'-0"

SITE INFORMATION

SITE / BUILDING	
SITE AREA:	1.379 ACRES
BUILDING HEIGHT:	32'-0" MAX. HEIGHT
BUILDING USE:	BUSINESS / STORAGE
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PARKING AREA

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SNOW STORAGE AREA PROVIDED:	17.42% PROVIDED

AREA KEY

- INTERNAL PARKING LOT AREA
- LANDSCAPE AREA
- PARKING LOT SURFACE AREA
- SNOW STORAGE AREA

Scale: PER TITLE
Date: 10-20-2021
Job No: -
Revision:

Project:
Altitude Lofts Condominiums
Park City, Utah

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Architects Stamp:

PARKING LOT SURFACE AREA AND SNOW STORAGE

Sheet Title:

AS1.3

Sheet No.

CAD File No.

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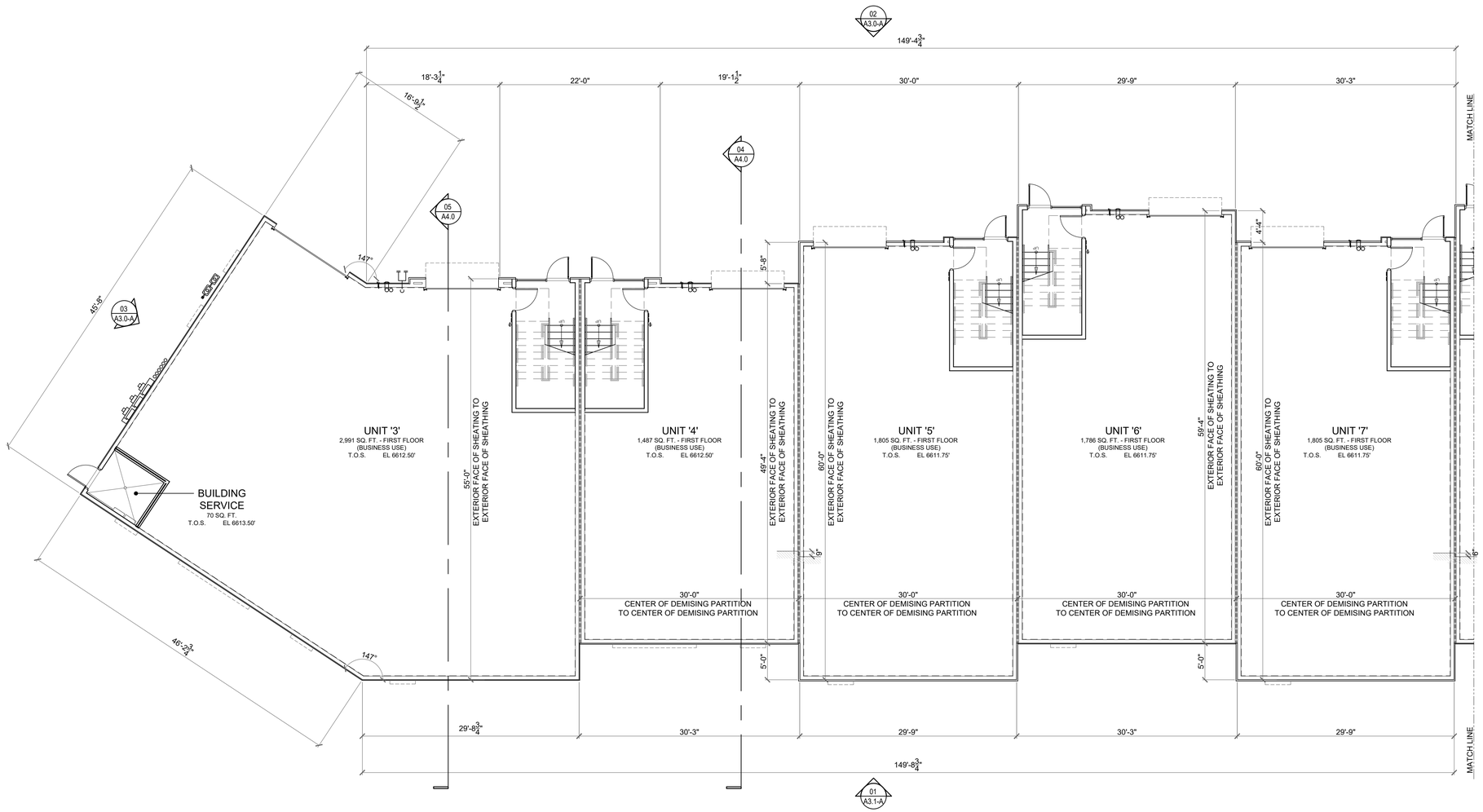
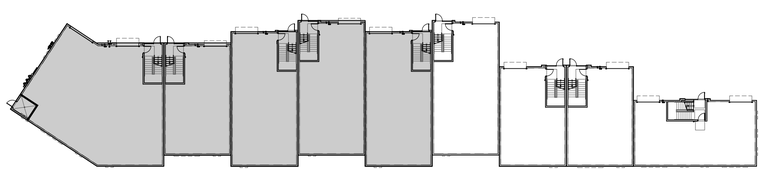


01 | BUILDING 'A' - PARTIAL FIRST FLOOR PLAN
scale 1/8" = 1'-0"



KEY PLAN

Scale: PER TITLE
Date: 10-13-2021
Job No: -
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Project:
Altitude Lofts Condominiums
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BUILDING 'A' - PARTIAL FIRST FLOOR PLAN
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A1.1
Sheet No.

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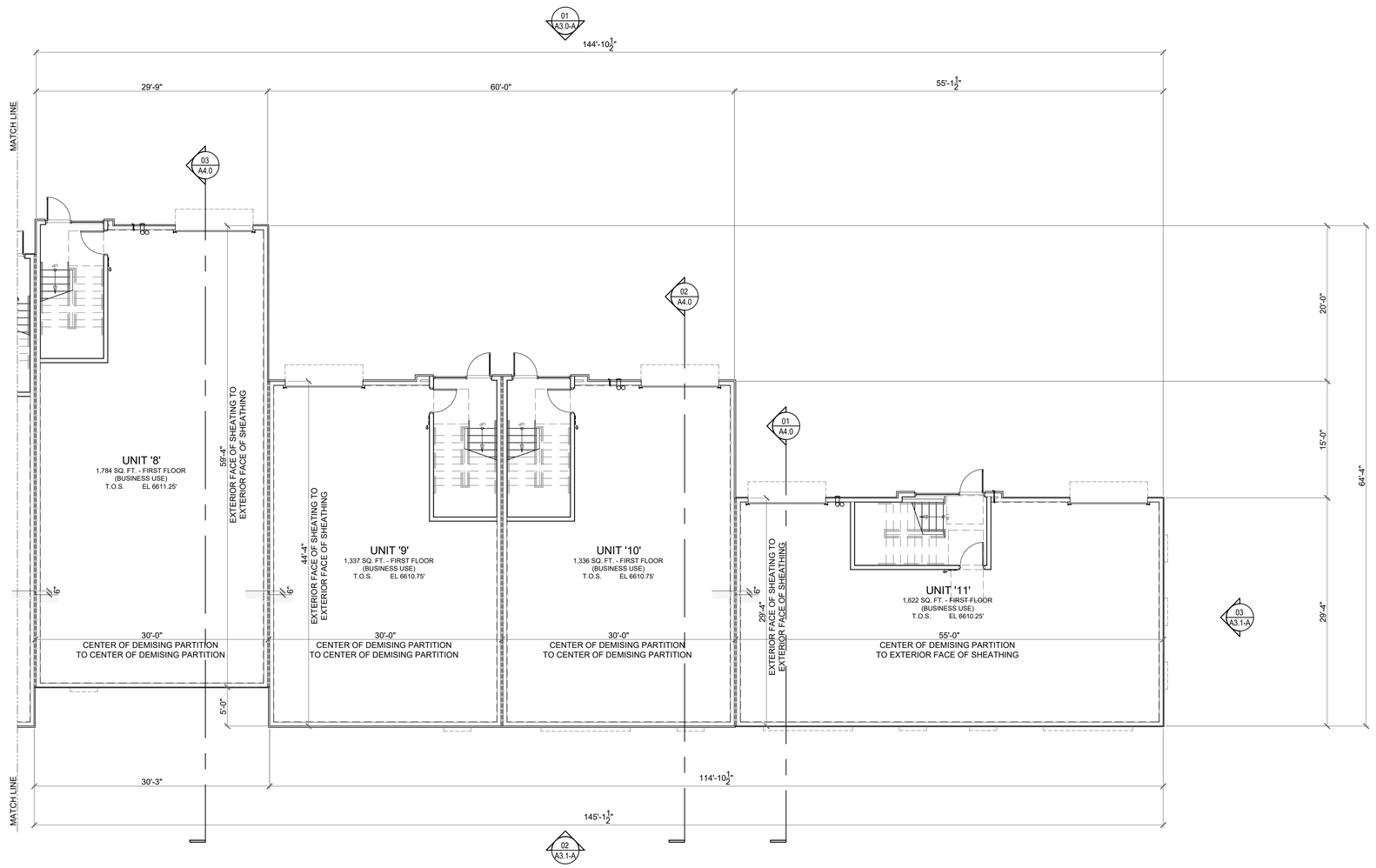
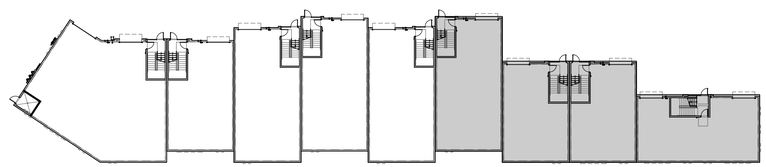


01 | BUILDING 'A' - PARTIAL FIRST FLOOR PLAN
scale 1/8" = 1'-0"



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BUILDING 'A' - PARTIAL FIRST FLOOR PLAN
Sheet Title:

A1.2
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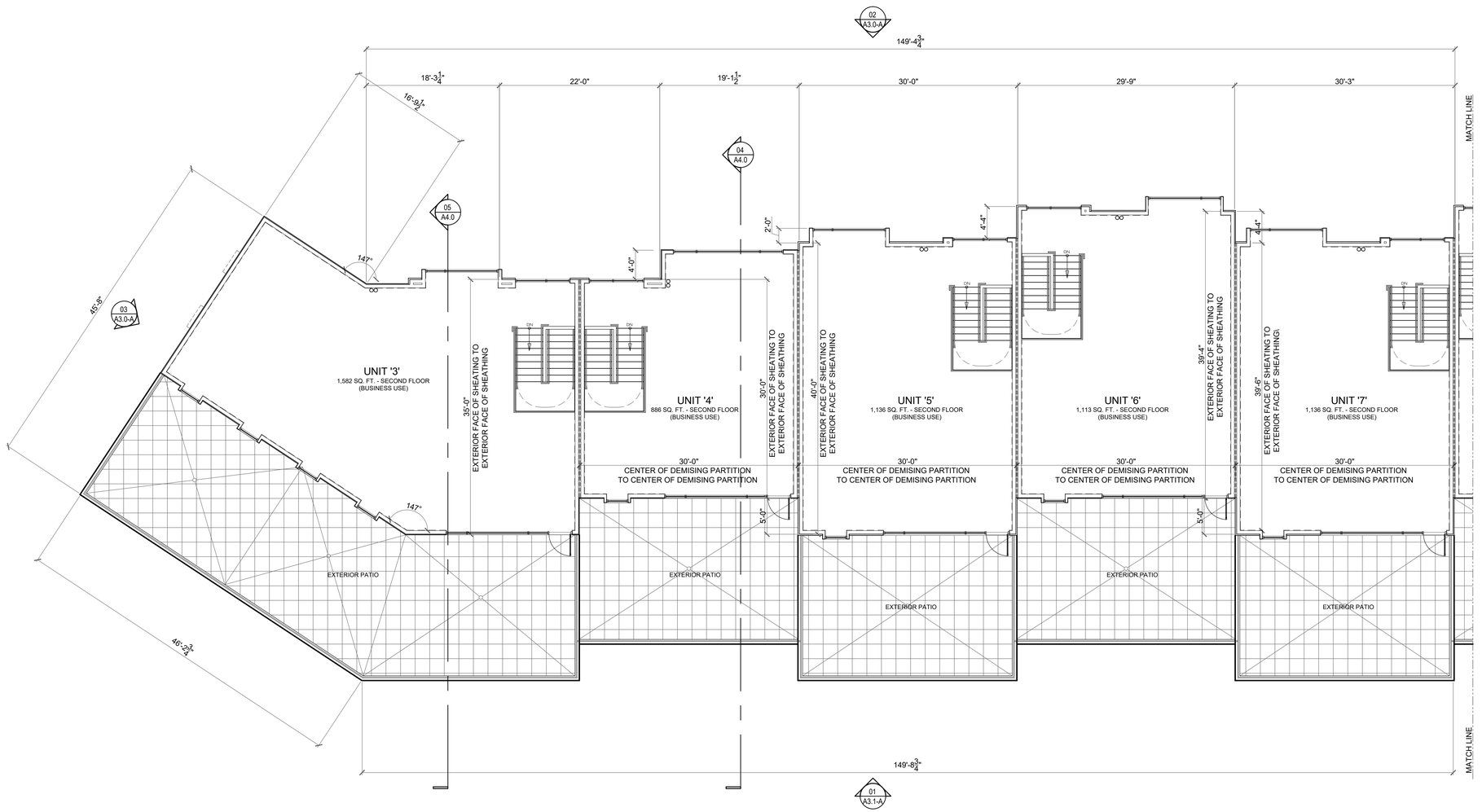
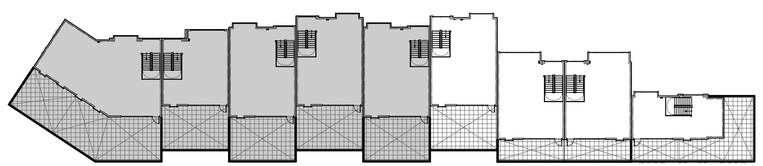


01 BUILDING 'A' - PARTIAL FIRST FLOOR PLAN
scale 1/8" = 1'-0"



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BUILDING 'A' - PARTIAL SECOND FLOOR PLAN
Sheet Title:

A1.3
Sheet No.

CAD File No.
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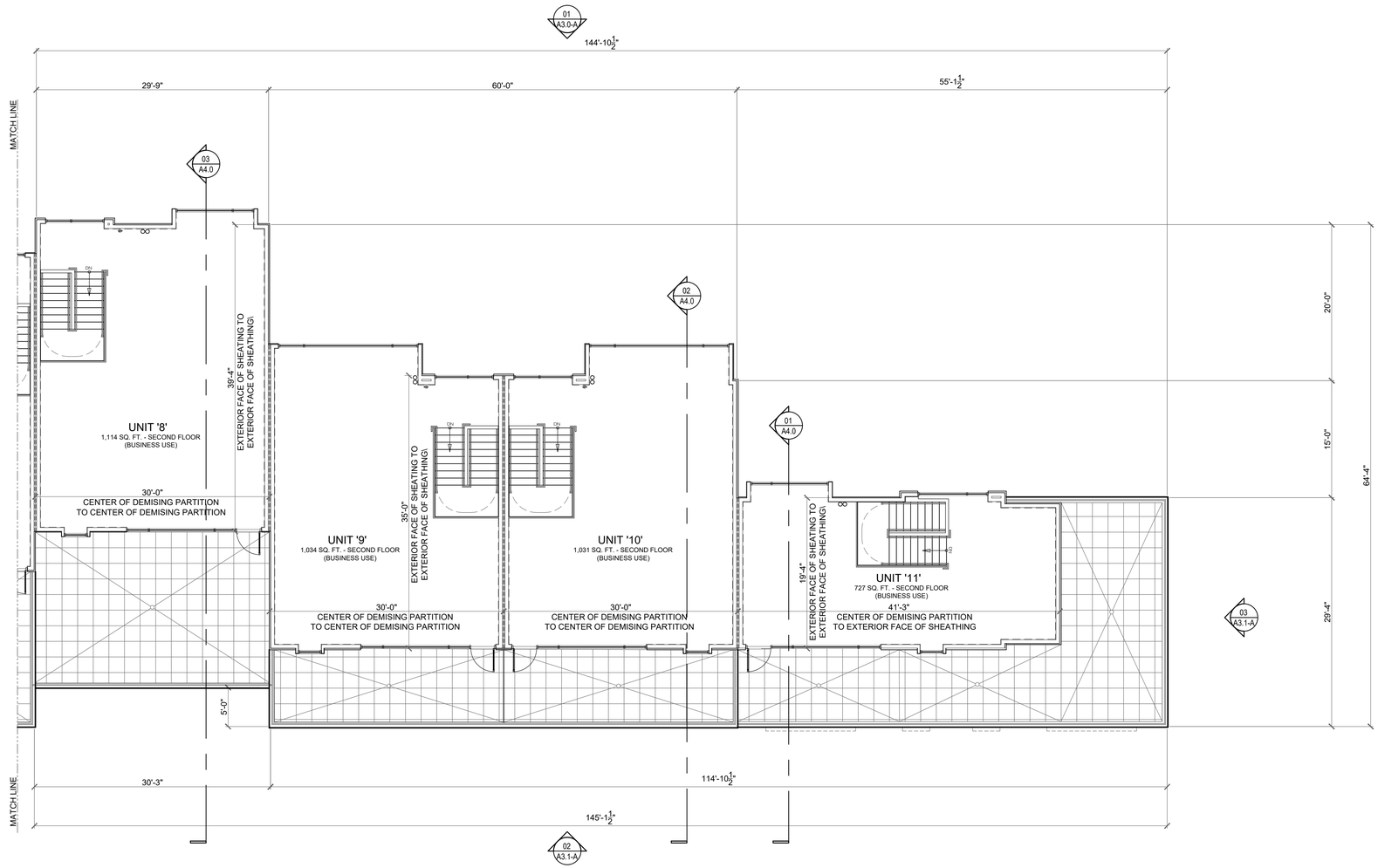
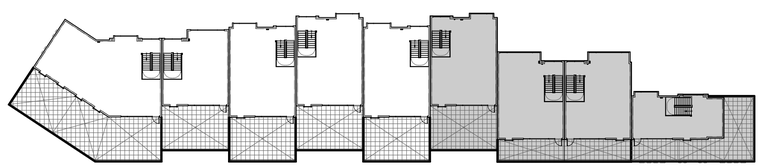


01 | BUILDING 'A' - PARTIAL FIRST FLOOR PLAN
scale 1/8" = 1'-0"



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Date:	10-13-2021
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Revision:	

Project:
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BUILDING 'A' - PARTIAL SECOND FLOOR PLAN
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CAD File No.
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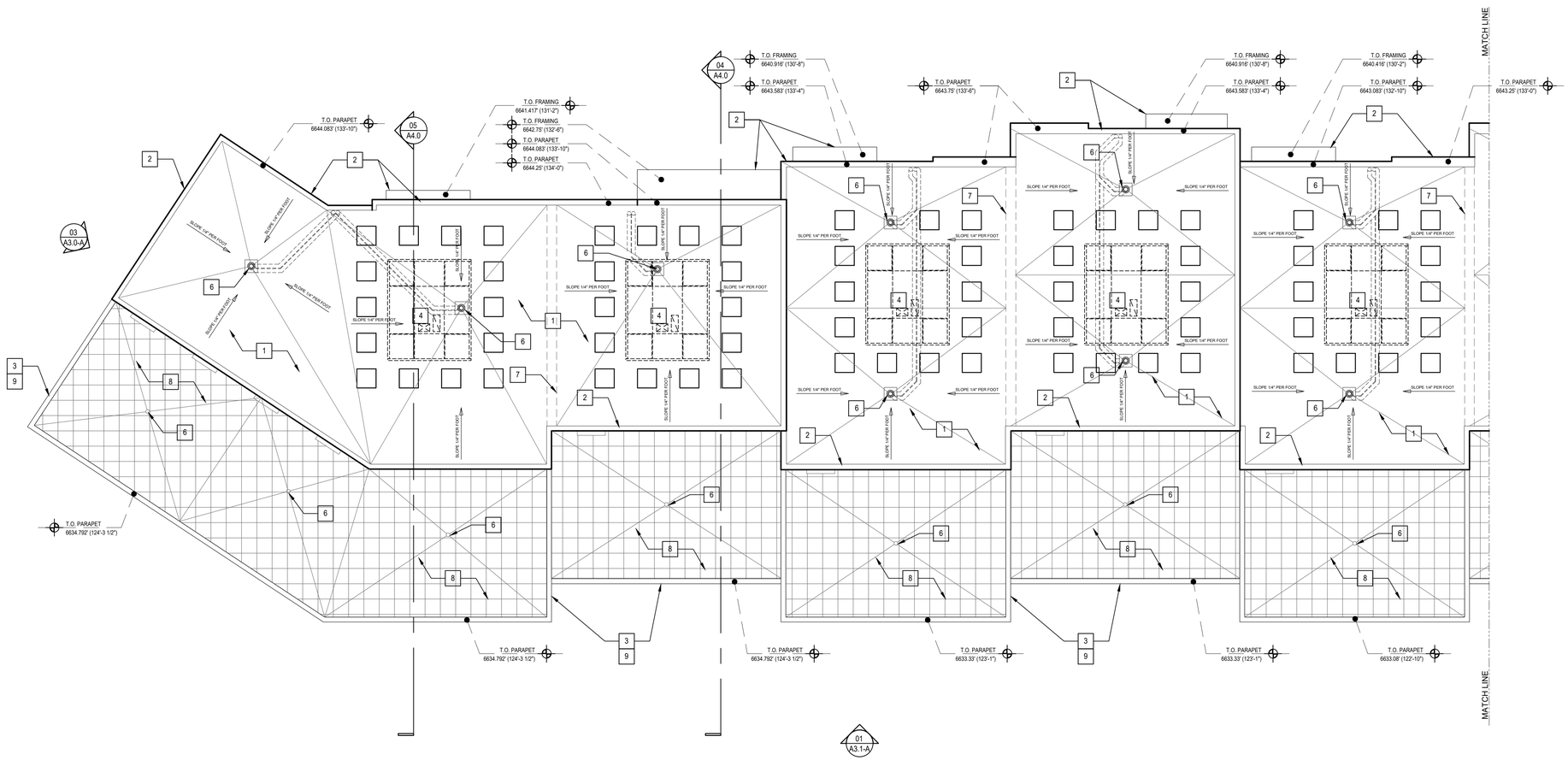
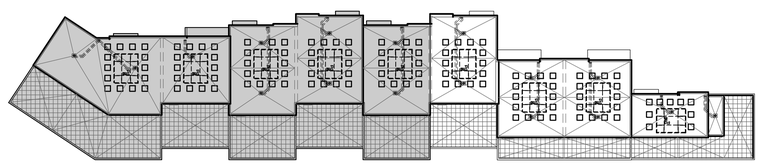


01 BUILDING 'A' - PARTIAL FIRST FLOOR PLAN
scale 1/8" = 1'-0"

ROOF PLAN CODED NOTES

1	.045" REINFORCED MECHANICALLY FASTENED TPO ROOFING SYSTEM o/ R-30 POLYISOCYANURATE ROOF INSULATION o/ 3/4" APA RATED SHEATHING o/ WOOD TRUSS SYSTEM (SLOPE 1/4" PER FOOT MIN. TOWARDS INTERNAL ROOF DRAINS).
2	PREFINISHED METAL (24 GA.) EDGE FLASHING. PROVIDE CONTINUOUS SEALANT PER MANUFACTURER'S SPECIFICATIONS.
3	PREFINISHED METAL (24 GA.) COPING. PROVIDE CONTINUOUS SEALANT PER MANUFACTURER'S SPECIFICATIONS.
4	FUTURE ROOF TOP MECHANICAL UNIT AND / OR INSULATED CURB. COORDINATE WITH TENANT REPRESENTATIVE FOR ADDITIONAL INFORMATION AND SCOPE OF WORK.
5	STEEL ROOF ACCESS LADDER WITH FALL PROTECTION CAGE AND SECURITY GATE CAGE.
6	COMBINATION PRIMARY AND SECONDARY OVERFLOW DRAIN (SEE PLUMBING DRAWINGS).
7	WALL CONSTRUCTION BELOW (SHOWN DASHED).
8	PATIO PAVERS ON TOP OF ADJUSTABLE PEDESTALS.
9	42" HIGH GUARDRAIL AT ROOF TOP PATIO.



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BUILDING 'A' - PARTIAL ROOF PLAN

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A2.1

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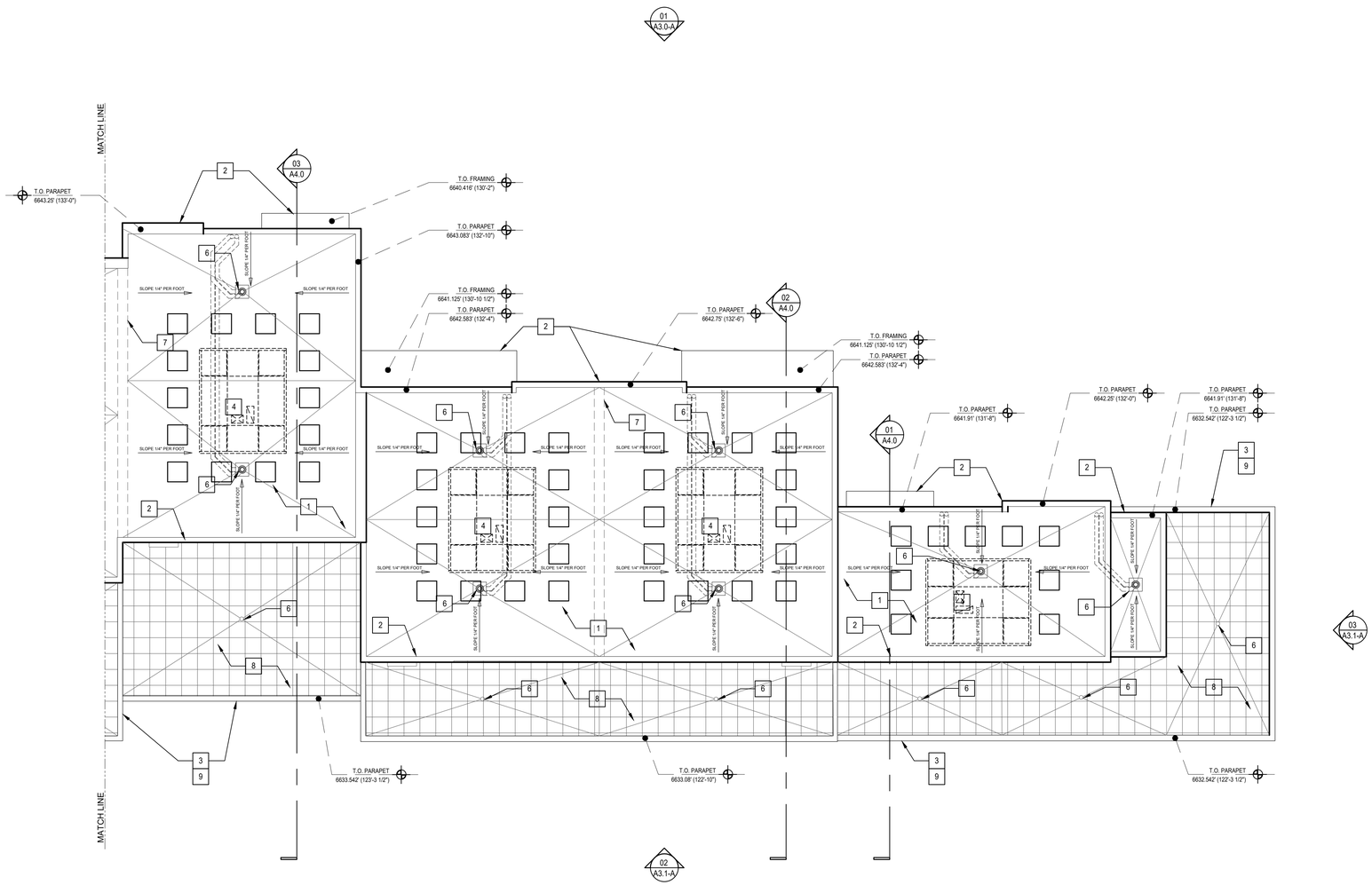
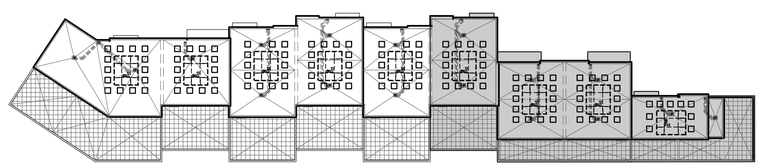


01 BUILDING 'A' - PARTIAL FIRST FLOOR PLAN
scale 1/8" = 1'-0"



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BUILDING 'A' - PARTIAL ROOF PLAN

Sheet Title:

A2.2

Sheet No.

CAD File No.

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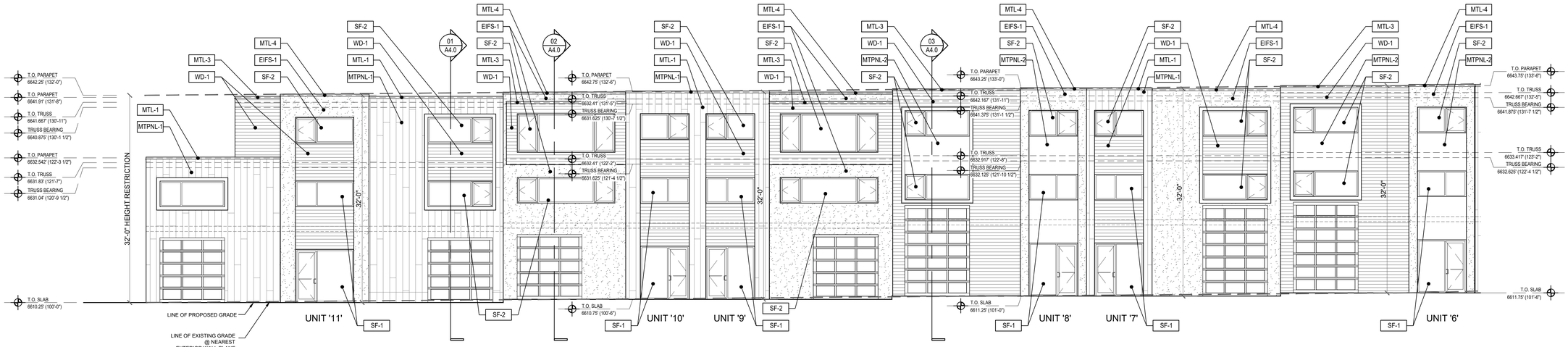
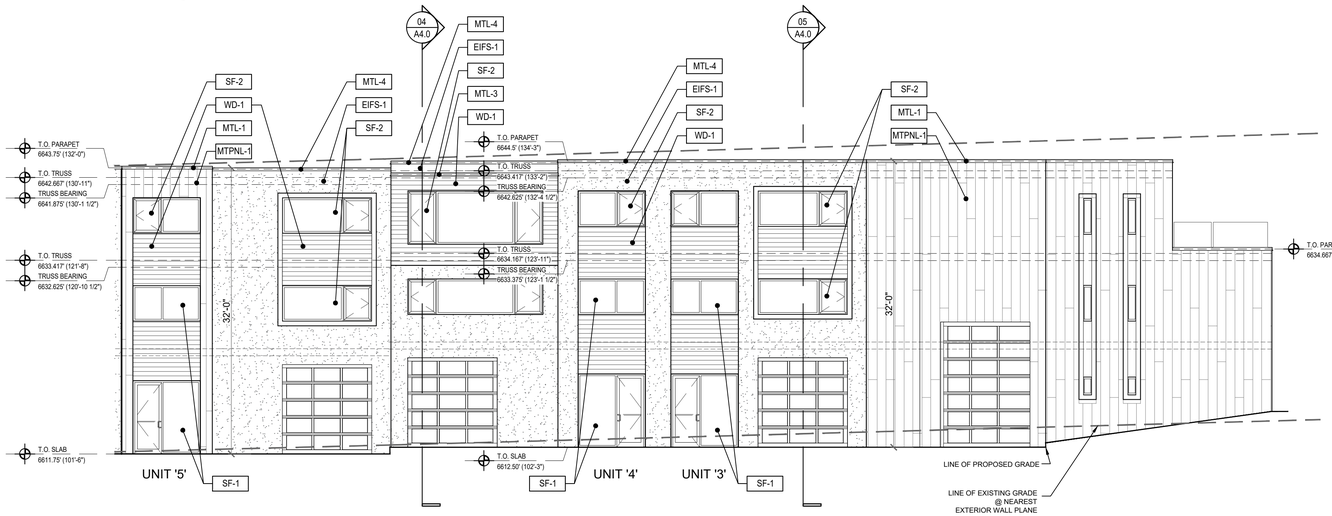
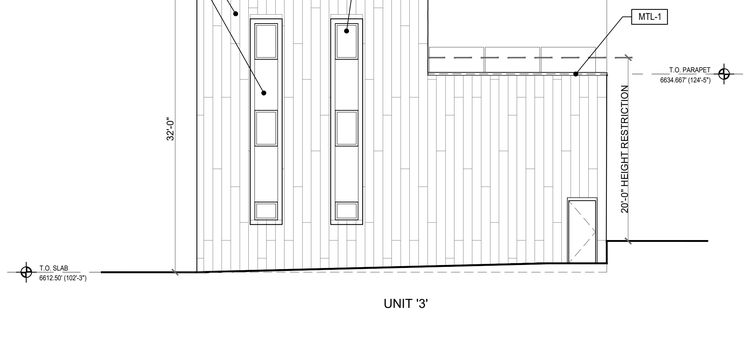


01 BUILDING 'A' - PARTIAL NORTH ELEVATION
scale 1/8" = 1'-0"



02 BUILDING 'A' - PARTIAL NORTH ELEVATION
scale 1/8" = 1'-0"



03 BUILDING 'A' - WEST ELEVATION
scale 1/8" = 1'-0"

EXTERIOR MATERIAL FINISH KEY

MARK	MANUFACTURER	DESCRIPTION	NOTES
EXTERIOR INSULATION FINISH SYSTEM (EIFS)			
EIFS-1	SYNERGY	COLOR - "TO BE DETERMINED" TO MATCH XXXXXX	EIFS MUST BE DRAINABLE SYSTEM o/ WEATHER BARRIER STUCCO WRAP
PREFINISHED METAL			
MTL-1	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'MTPNL-1'	PREFINISHED FASCIA EDGE FLASHING, COPINGS, GUTTERS & DOWNSPOUTS
MTL-2	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'MTPNL-2'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
MTL-3	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'WD-1'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
MTL-4	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'STN-1'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
WOOD SIDING			
WD-1	PRODEMA	PRODEX WOOD SIDING	8" x 8'-0" PLANKS w/ EXPOSED FASTENERS o/ PAINTED VERTICAL FURRING STRIPS AT 16" O.C. o/ BLACK WEATHER BARRIER

MARK	MANUFACTURER	DESCRIPTION	NOTES
STOREFRONT AND WINDOW SYSTEMS			
SF-1	OLDCASTLE (OR APPROVE EQUAL)	THERMAL FLUSH GLAZE - SERIES 3000. COLOR - CHARCOAL GRAY	THERMAL FRAMING w/ 1" INSULATED GLAZING
SF-2	OLDCASTLE (OR APPROVE EQUAL)	THERMAL FLUSH GLAZE - SERIES 3375. COLOR - CHARCOAL GRAY	THERMAL FRAMING w/ 1" INSULATED GLAZING
PAINT			
PT-1	BENJAMIN MOORE	COLOR - TO BE DETERMINED (MATCH SF-1)	BOLLARDS, GAS PIPING, ELECTRICAL CABINETS, SERVICE DOORS)
METAL PANELS			
MTPNL-1	FLAT LOCK	COLOR - IRON MOUNTAIN	STYLE: LATITUDE
MTPNL-2	XXXX	COLOR - DUSTY CHARCOAL	--

KEY ELEVATION

Scale: PER TITLE
Date: 10-13-2021
Job No: -
Revision:

Project:
Altitude Lofts Condominiums
Park City, Utah

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BUILDING 'A' ELEVATIONS

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A3.0-A

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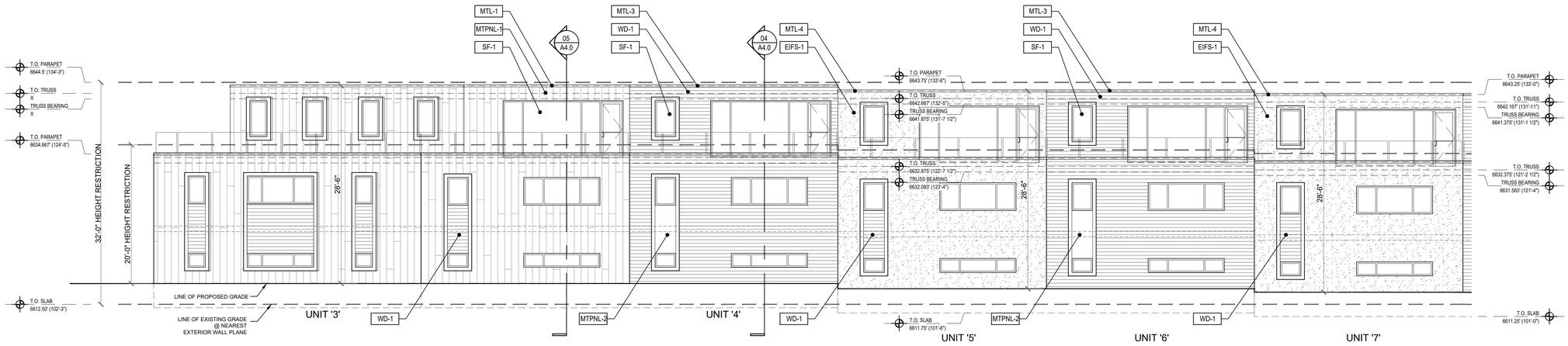
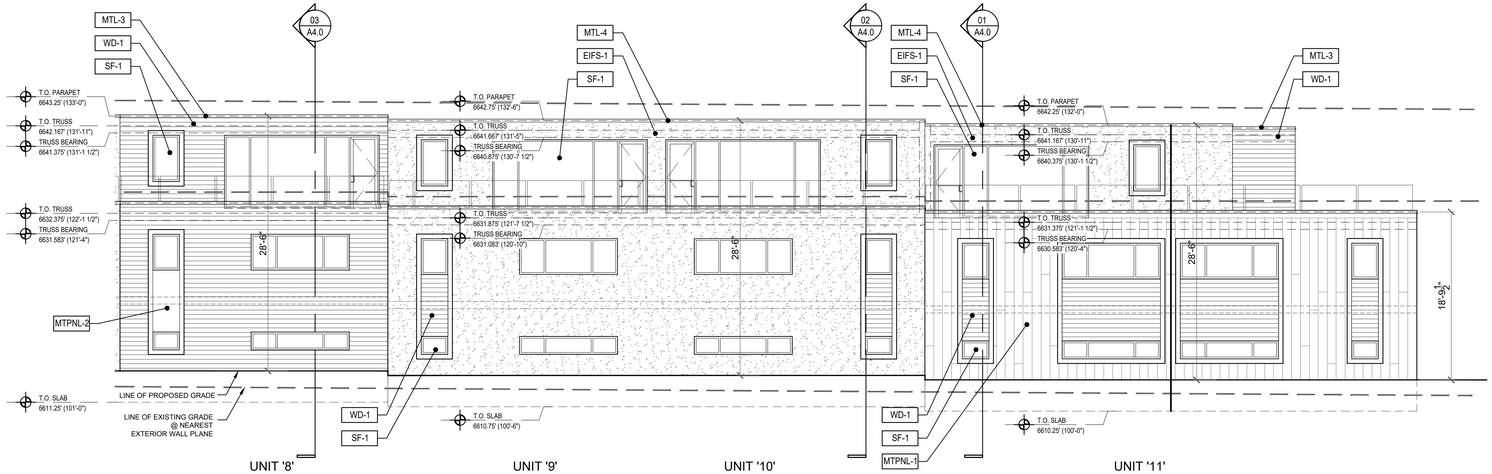
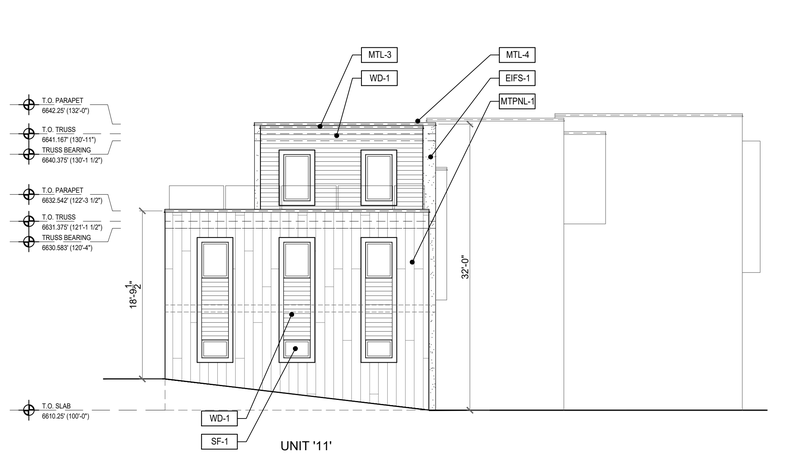


01 BUILDING 'A' - PARTIAL SOUTH ELEVATION
scale 1/8" = 1'-0"



02 BUILDING 'A' - PARTIAL SOUTH ELEVATION
scale 1/8" = 1'-0"



03 BUILDING 'A' - EAST ELEVATION
scale 1/8" = 1'-0"

EXTERIOR MATERIAL FINISH KEY

MARK	MANUFACTURER	DESCRIPTION	NOTES
EXTERIOR INSULATION FINISH SYSTEM (EIFS)			
EIFS-1	SYNERGY	COLOR - "TO BE DETERMINED" TO MATCH XXXXXX	EIFS MUST BE DRAINABLE SYSTEM o/ WEATHER BARRIER STUCCO WRAP
PREFINISHED METAL			
MTL-1	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'MTPNL-1'	PREFINISHED FASCIA EDGE FLASHING, COPINGS, GUTTERS & DOWNSPOUTS
MTL-2	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'MTPNL-2'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
MTL-3	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'WD-1'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
MTL-4	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'STN-1'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
WOOD SIDING			
WD-1	PRODEMA	PRODEX WOOD SIDING	8" x 8'-0" PLANKS w/ EXPOSED FASTENERS o/ PAINTED VERTICAL FURRING STRIPS AT 16" O.C. o/ BLACK WEATHER BARRIER

MARK	MANUFACTURER	DESCRIPTION	NOTES
STOREFRONT AND WINDOW SYSTEMS			
SF-1	OLDCASTLE (OR APPROVE EQUAL)	THERMAL FLUSH GLAZE - SERIES 3000. COLOR - CHARCOAL GRAY	THERMAL FRAMING w/ 1" INSULATED GLAZING
SF-2	OLDCASTLE (OR APPROVE EQUAL)	THERMAL FLUSH GLAZE - SERIES 3375. COLOR - CHARCOAL GRAY	THERMAL FRAMING w/ 1" INSULATED GLAZING
PAINT			
PT-1	BENJAMIN MOORE	COLOR - TO BE DETERMINED (MATCH SF-1)	BOLLARDS, GAS PIPING, ELECTRICAL CABINETS, SERVICE DOORS)
METAL PANELS			
MTPNL-1	FLAT LOCK	COLOR - IRON MOUNTAIN	STYLE: LATITUDE
MTPNL-2	XXXX	COLOR - DUSTY CHARCOAL	--

KEY ELEVATION

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Project:
Altitude Lofts Condominiums
Park City, Utah

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BUILDING 'A' ELEVATIONS

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A3.1-A

Sheet No.

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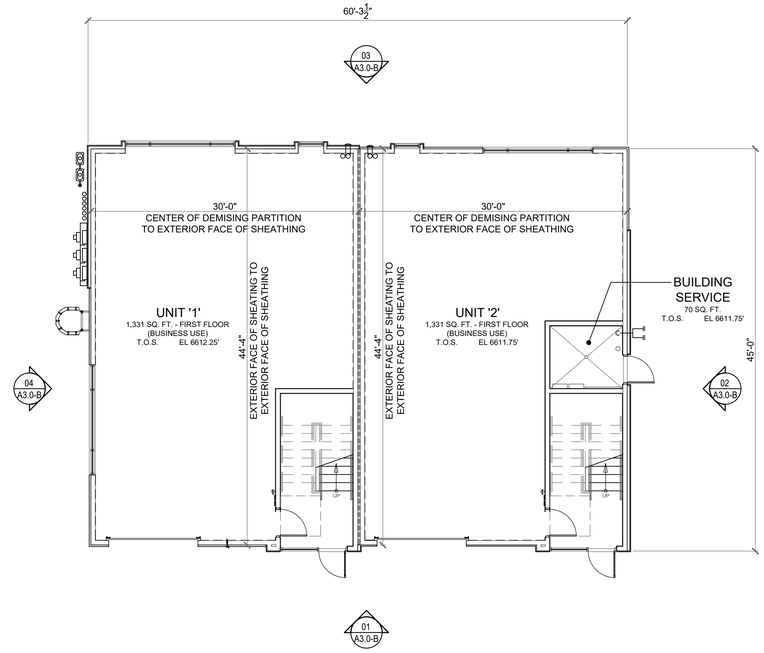
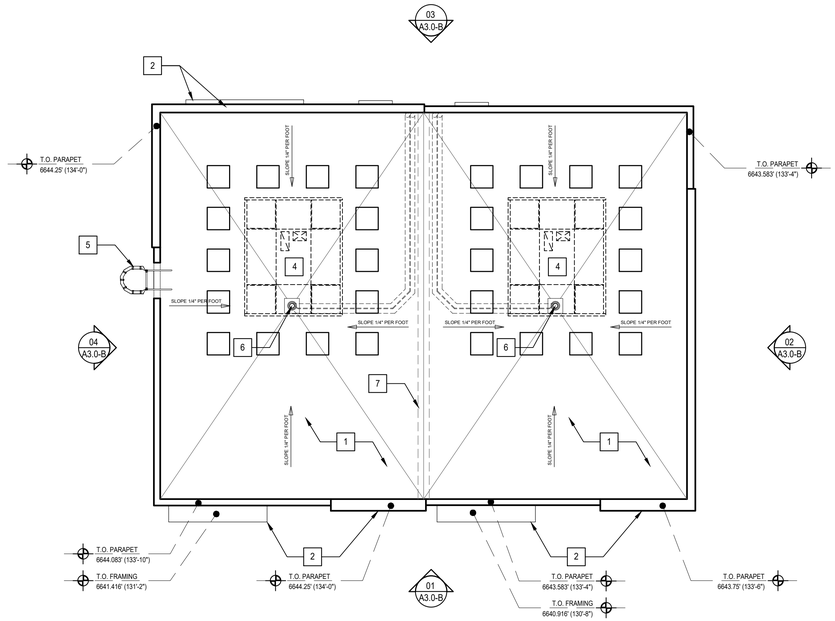
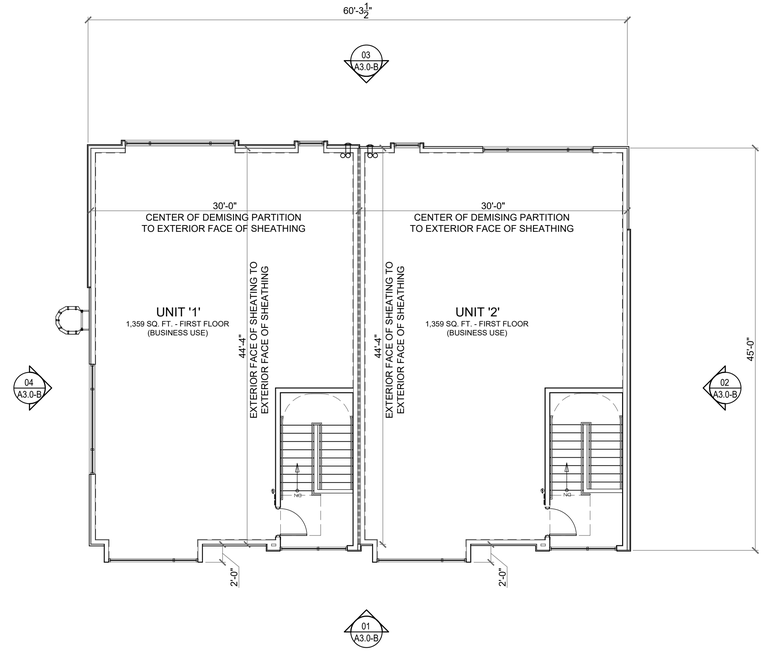


01 BUILDING 'B' - FIRST FLOOR PLAN
scale 1/8" = 1'-0"



03 BUILDING 'B' - ROOF PLAN
scale 1/8" = 1'-0"



02 BUILDING 'B' - SECOND FLOOR PLAN
scale 1/8" = 1'-0"

ROOF PLAN CODED NOTES

1	.045" REINFORCED MECHANICALLY FASTENED TPO ROOFING SYSTEM o/ R-30 POLYISOCYANURATE ROOF INSULATION o/ 3/4" APA RATED SHEATHING o/ WOOD TRUSS SYSTEM (SLOPE 1/4" PER FOOT MIN. TOWARDS INTERNAL ROOF DRAINS).
2	PREFINISHED METAL (24 GA.) EDGE FLASHING. PROVIDE CONTINUOUS SEALANT PER MANUFACTURER'S SPECIFICATIONS.
3	PREFINISHED METAL (24 GA.) COPING. PROVIDE CONTINUOUS SEALANT PER MANUFACTURER'S SPECIFICATIONS.
4	FUTURE ROOF TOP MECHANICAL UNIT AND / OR INSULATED CURB. COORDINATE WITH TENANT REPRESENTATIVE FOR ADDITIONAL INFORMATION AND SCOPE OF WORK.
5	STEEL ROOF ACCESS LADDER WITH FALL PROTECTION CAGE AND SECURITY GATE CAGE.
6	COMBINATION PRIMARY AND SECONDARY OVERFLOW DRAIN (SEE PLUMBING DRAWINGS).
7	WALL CONSTRUCTION BELOW (SHOWN DASHED).
8	PATIO PAVERS ON TOP OF ADJUSTABLE PEDESTALS.
9	42" HIGH GUARDRAIL AT ROOF TOP PATIO.

Scale: PER TITLE
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Park City, Utah

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BUILDING 'B' - FLOOR PLANS AND ROOF PLAN
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A1.1-B
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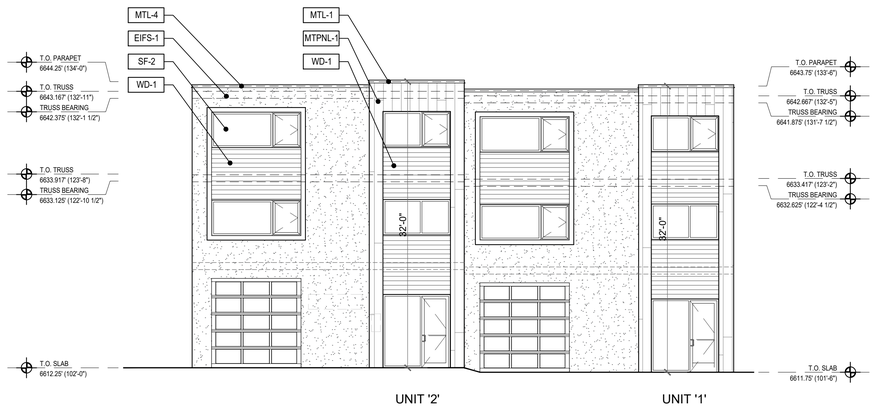

01 BUILDING 'B' - WEST ELEVATION
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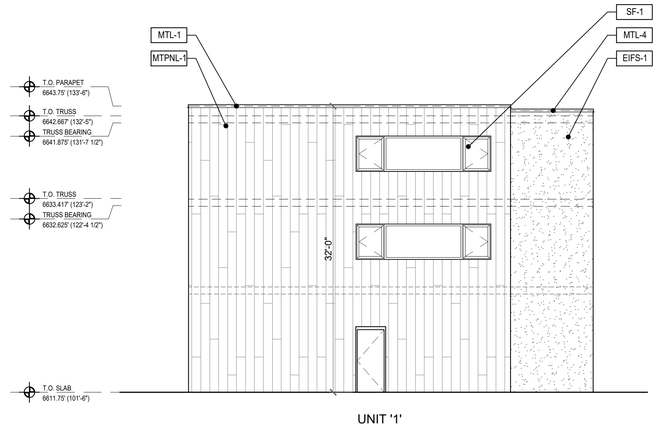
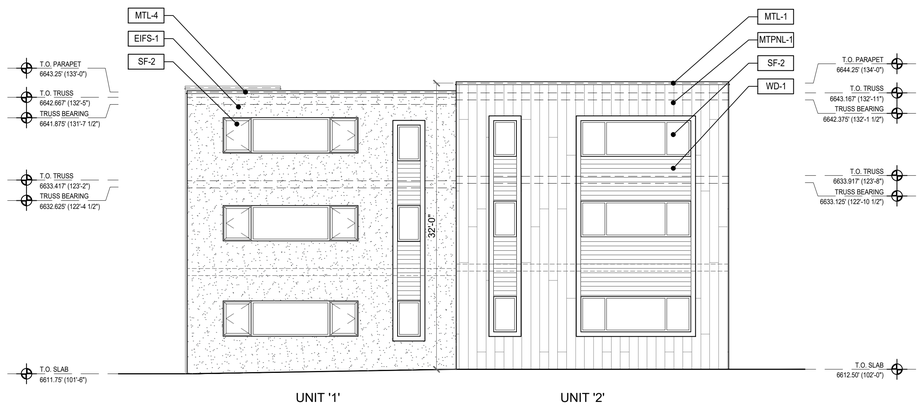
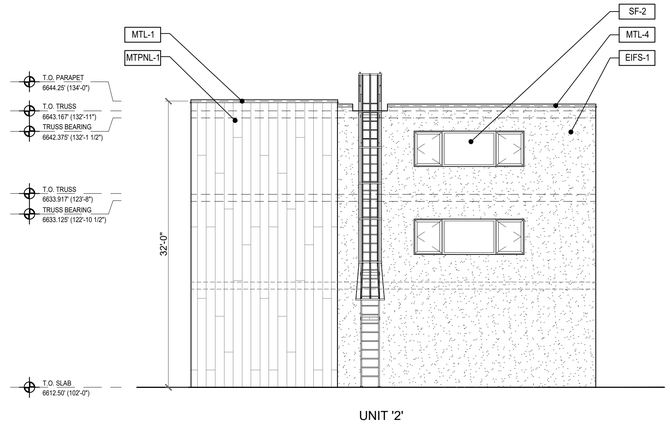


02 BUILDING 'B' - SOUTH ELEVATION
scale 1/8" = 1'-0"



03 BUILDING 'B' - EAST ELEVATION
scale 1/8" = 1'-0"

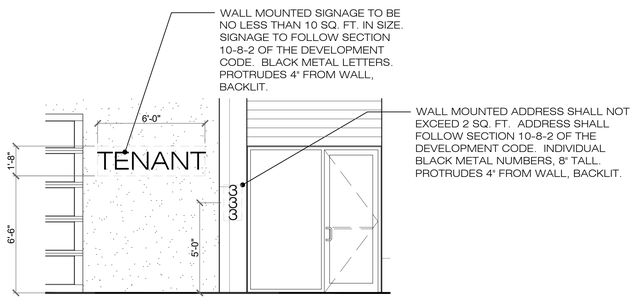


04 BUILDING 'B' - NORTH ELEVATION
scale 1/8" = 1'-0"

EXTERIOR MATERIAL FINISH KEY

MARK	MANUFACTURER	DESCRIPTION	NOTES
EXTERIOR INSULATION FINISH SYSTEM (EIFS)			
EIFS-1	SYNERGY	COLOR - "TO BE DETERMINED" TO MATCH XXXXXX	EIFS MUST BE DRAINABLE SYSTEM o/ WEATHER BARRIER STUCCO WRAP
PREFINISHED METAL			
MTL-1	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'MTPNL-1'	PREFINISHED FASCIA EDGE FLASHING, COPINGS, GUTTERS & DOWNSPOUTS
MTL-2	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'MTPNL-2'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
MTL-3	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'WD-1'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
MTL-4	DMI	COLOR - "TO BE DETERMINED" TO MATCH 'STN-1'	PREFINISHED FASCIA EDGE FLASHING, AND COPINGS
WOOD SIDING			
WD-1	PRODEMA	PRODEX WOOD SIDING	8" x 8'-0" PLANKS w/ EXPOSED FASTENERS o/ PAINTED VERTICAL FURRING STRIPS AT 16" O.C. o/ BLACK WEATHER BARRIER

MARK	MANUFACTURER	DESCRIPTION	NOTES
STOREFRONT AND WINDOW SYSTEMS			
SF-1	OLDCASTLE (OR APPROVE EQUAL)	THERMAL FLUSH GLAZE - SERIES 3000. COLOR - CHARCOAL GRAY	THERMAL FRAMING w/ 1" INSULATED GLAZING
SF-2	OLDCASTLE (OR APPROVE EQUAL)	THERMAL FLUSH GLAZE - SERIES 3375. COLOR - CHARCOAL GRAY	THERMAL FRAMING w/ 1" INSULATED GLAZING
PAINT			
PT-1	BENJAMIN MOORE	COLOR - TO BE DETERMINED (MATCH SF-1)	BOLLARDS, GAS PIPING, ELECTRICAL CABINETS, SERVICE DOORS)
METAL PANELS			
MTPNL-1	FLAT LOCK	COLOR - IRON MOUNTAIN	STYLE: LATITUDE
MTPNL-2	--	COLOR - DUSTY CHARCOAL	--



05 TYPICAL TENANT SIGNAGE
scale 1/4" = 1'-0"

Scale: PER TITLE
Date: 10-13-2021
Job No: -
Revision:

Project:
Altitude Lofts Condominiums
Park City, Utah

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BUILDING 'B' ELEVATIONS

Sheet Title:

A3.0-B

Sheet No.

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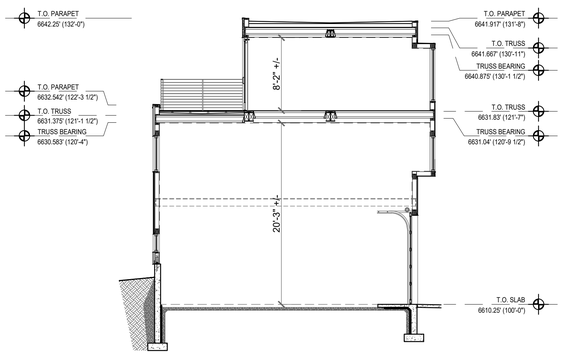

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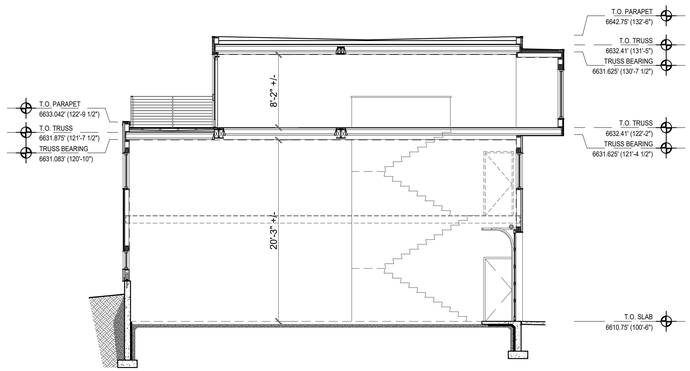

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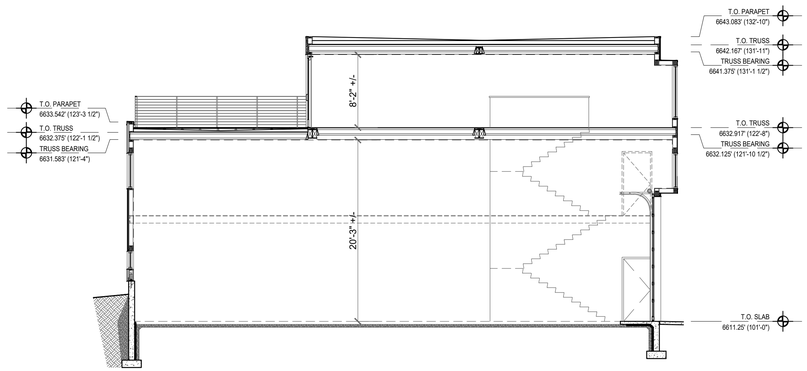

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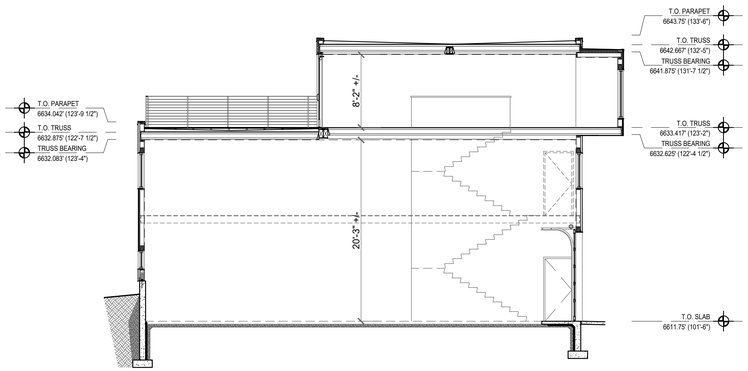

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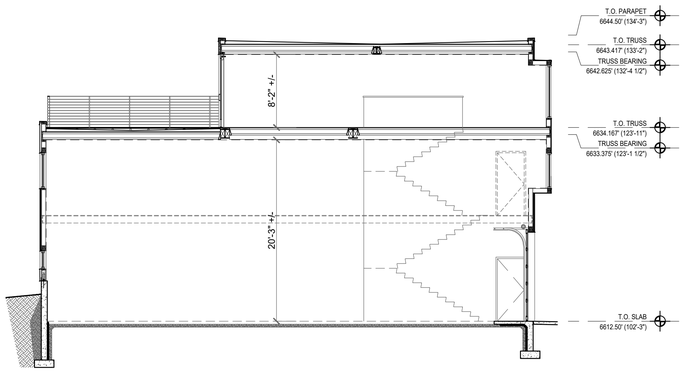

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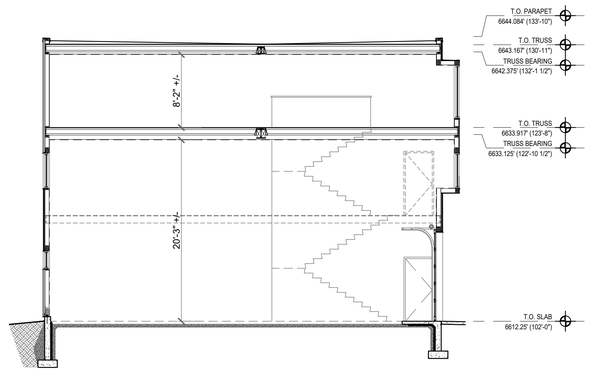

06 BUILDING SECTION
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Scale: PER TITLE
Date: 10-13-2021
Job No: -
Revision:

Project:
Altitude Lofts Condominiums
Park City, Utah

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BUILDING SECTIONS

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A4.0

Sheet No.

CAD File No.

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LANDSCAPE PLAN SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:

1. Site Conditions
2. Guarantees
3. Maintenance
4. Soil Amendments
5. Fine Grading
6. Landscape Edging
7. Furnish and Installing Plant
8. Turf Planting
9. Weed Barrier

1.2 SITE CONDITIONS

A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents are at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.

B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.

C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

1.3 PERMITS

A. Blue Stake/ Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.

1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY

A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unobtainable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.

1.5 FINAL INSPECTION

A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.

1.6 LANDSCAPE SUBSTANTIAL COMPLETION

A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.

1.7 MAINTENANCE

A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-guying and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.

1.8 GUARANTEE

A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee

PART II - PRODUCTS

2.1 LANDSCAPE MATERIALS

A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.

B. Tree Wrap: Tree wrap is not to be used.

C. Mulch/Rock: See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.

D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.

E. Tree, Shrub, and Grass Backfill Mixture; Backfill mixture to be 75% native soil and 25% topsoil, thoroughly mixed together prior to placement.

F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:

a. PH: 5.5-7.5

b. EC (electrical conductivity): < 2.0 mmhos per centimeter

c. SAR (sodium absorption ration): < 3.0

d. % OM (percent organic matter): >1%

e. Texture (particle size per USDA soil classification): Sand <70%; Clay < 30%; Silt < 70%, Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.

G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial sod farm shall be used. Only use sod from a single source.

H. Landscape Curb Edging: six (6) inches by four (4) inches extruded concrete curb made up of the following materials:

a. Washed mortar sand free of organic material.

b. Portland Cement (see concrete spec. below for type)

c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.

d. Only potable water for mixing.

I. Landscape Metal Edging: 5.5" steel edging with 18" dowels into the ground for stabilization.

PART III - EXECUTION

3.1 GRADING

A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.

B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surfaced. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.

C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.

3.2 TURF GRADING

A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.

B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.

3.3 PLANTING OPERATIONS

A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.

B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.

C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.

D. The tree planting hole should be the same depth as the root ball, and two times the diameter of the root ball.

E. Trees must be placed on undisturbed soil at the bottom of the planting hole.

F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.

G. Plant immediately after removal of container for container plants.

H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.

I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.

J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a courser mix as required to establish finish grade as indicated on the drawings.

K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.

L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.

4. TURF - SOD LAYING

A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.

B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of ½ pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.

C. Sod Availability and Condition: Sod is to be delivered to the site in good condition. It is to be inspected upon arrival and installed within 24 hours. Sod is to be moist and cool to ensure that decomposition has not begun and is to be free of pests, diseases, or blemishes. The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and laying all sod required on the plans. He shall furnish new sod as specified above and lay it so as too completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.

D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified in the detail and be lightly watered before laying. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.

E. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also the ground. If voids or holes are discovered, the sod piece(s) is (are) to be raised and topsoil is to be used to fill in the areas until level. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.

F. Sod shall be rolled with a roller that is at least 50% full immediately after installation to ensure the full contact with soil is made.

G. Apply water directly after laying sod. Rainfall is not acceptable.

H. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.

I. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with strings or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc, until such time as the lawn is accepted by the Owner.

J. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.

3.5 WEED BARRIER

A. For the health of the soil and the microorganisms, weed barrier is not recommended. If use is required or requested, do not place in annual or grass areas.

B. Cut weed barrier back to the edge of the plant rootball.

C. Overlap rows of fabric min. 6"

D. Stable fabric edges and overlaps to ground.

END OF SECTION

LANDSCAPE NOTES

INSTALLATION

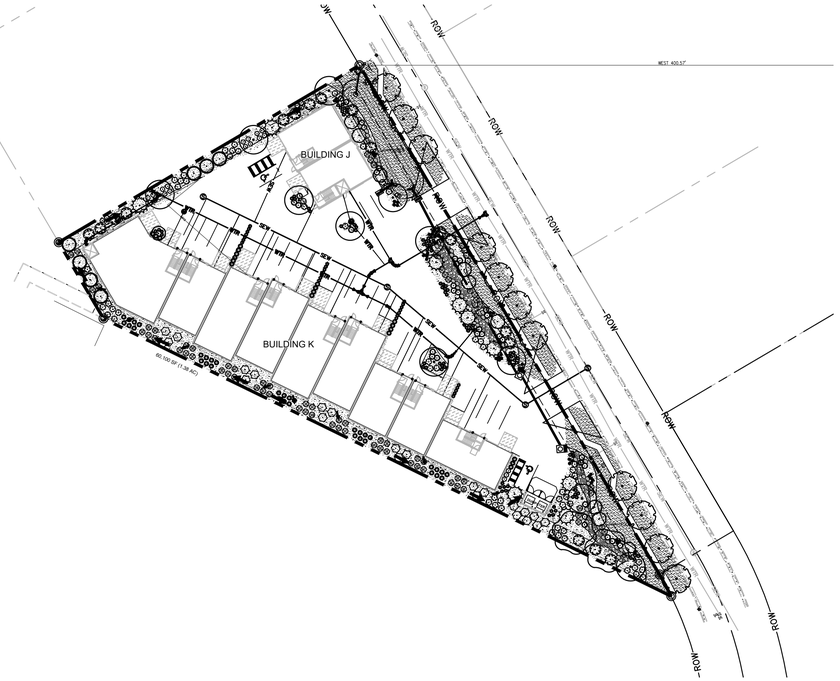
1. LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTORS EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
2. DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
3. ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.
4. SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHTECT FOR APPROVAL PRIOR TO LAYING SOD.
5. SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SANDY LOAM TOPSOIL (MIXED PRIOR TO SPREADING WITH 2-3" OF QUALITY COMPOST) CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.
6. SOD FOR NEW LAWN AREAS SHALL BE A DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
7. EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-6' TREE RING OF THE SAME EDGING.
8. IF REQUIRED BY CITY OR OWNER SPECIFIED, DeWitt 5 OZ WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN. WEED BARRIER SHALL BE CUT BACK FROM EACH PLANT TO THE DIAMETER OF THE ROOTBALL.
9. ROCK MULCH (INORGANIC MULCH) TO BE APPLIED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF BASE OF TREE AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS.
10. A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% HEAD TO HEAD COVERAGE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT EDGE OF ROOTBALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.
11. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE

INSTALLER RESPONSIBILITIES AND LIABILITIES

1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
2. LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.

GRADING AND DRAINAGE REQUIREMENTS

1. AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"
2. AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES
3. A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
4. LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
5. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE
6. DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL; WHICHEVER DISTANCE IS GREATER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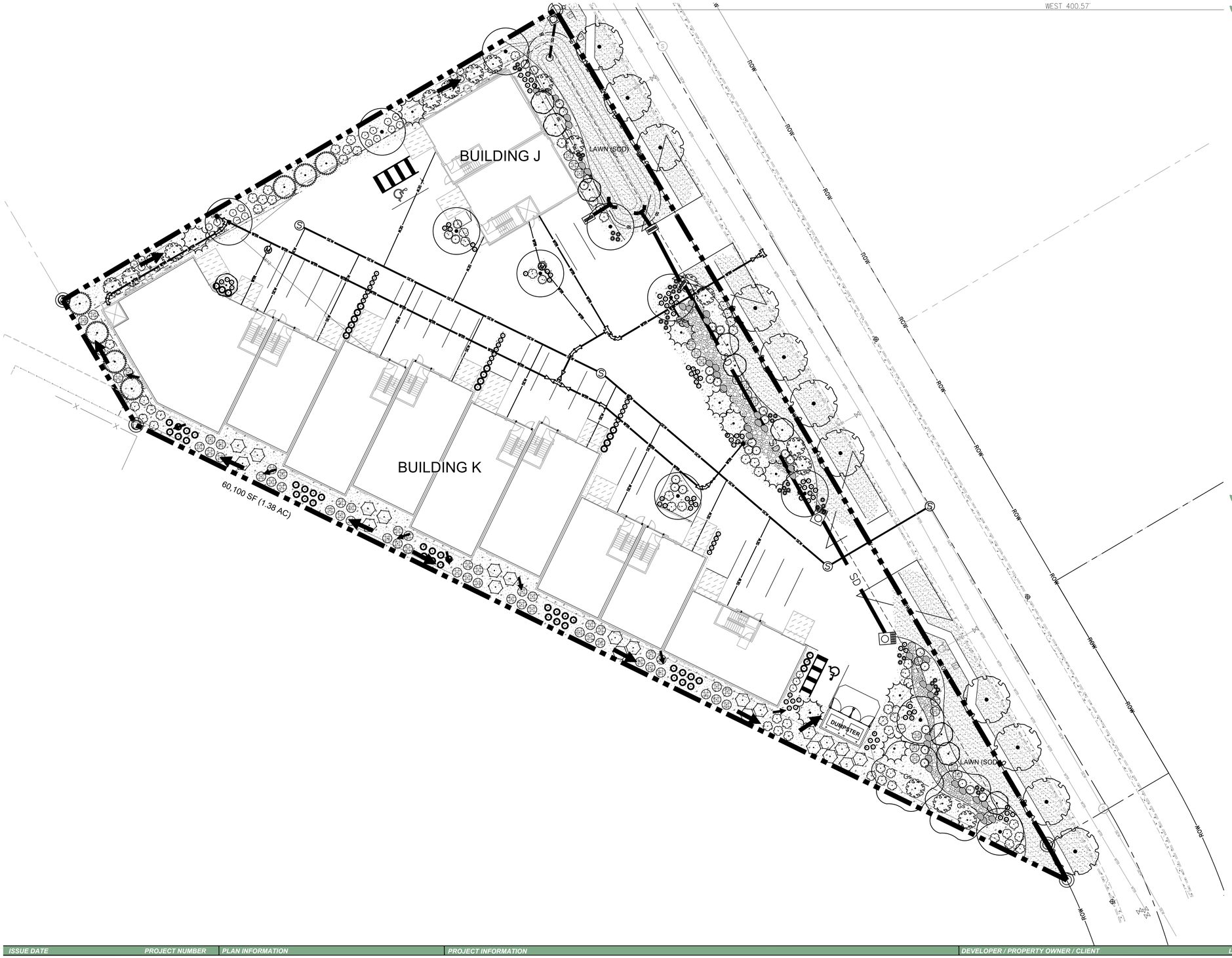


PLANT LEGEND

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Gs	2	Gleditsia triacanthos inermis 'Shademaster' Shademaster Honey Locust	2.5" Cal
	Pe	11	Populus tremuloides 'Erecta' Columnar Quaking Aspen	1" Cal.
	Qs	10	Quercus robur 'Fastigiata' TM Skyrocket English Oak	2.5" Cal
	Sd	11	Sorbus decora Showy Mountain Ash	2.5" Cal

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Pp	9	Picea abies 'Pendula' Weeping Norway Spruce	8` Tall
	Pf	7	Pinus flexilis 'Vanderwolf's Pyramid' Vanderwolf's Pyramid Limber Pine	8` Tall

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Ck	25	Cornus sericea 'Kelseyi' Kelsey's Dwarf Red Twig Dogwood	5 gal
	Pg	61	Potentilla fruticosa 'Goldfinger' Goldfinger Bush Cinquefoil	5 gal
	Rg	17	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	5 gal
	Rc	22	Ribes rubrum 'Perfection' Perfection Red Currant	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Ck2	66	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	5 gal
	Fc	114	Festuca glauca 'Elijah Blue' Elijah Blue Fescue	1 gal
	Ms2	36	Miscanthus sinensis 'Strictus' Porcupine Eulalia Grass	1 gal
	Ps	55	Panicum virgatum 'Shenandoah' Shenandoah Switch Grass	1 gal

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Sb	42	Salvia x sylvestris 'Blue Hill' Blue Hill Sage	1 gal

SITE MATERIALS LEGEND

SYMBOL	L LANDSCAPE DESCRIPTION	QTY
L01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	7,590 sf
L03	OQUIRRH GRAVEL STONE MULCH PLANTING AREAS TO RECEIVE MIN.6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	13,910 sf
L03	4"-7" STONE MULCH PROVIDE 7" DEPTH OF STONE MULCH TOP DRESSING.	950 sf

SYMBOL	L LANDSCAPE DESCRIPTION	QTY
L07	BOULDERS - DECORATIVE	41
L08	5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	344 lf

ISSUE DATE: 10/18/2021 | PROJECT NUMBER: UT21107

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

ALTITUDE LOFTS CONDOMINIUMS

PARK CITY, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

4C ARCHITECTRE
ATT: BILL TUROCZY
614-353-9929
BILLTUROCZY4C@GMAIL.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121-5301
10/18/2021
REGISTERED
STATE OF UTAH

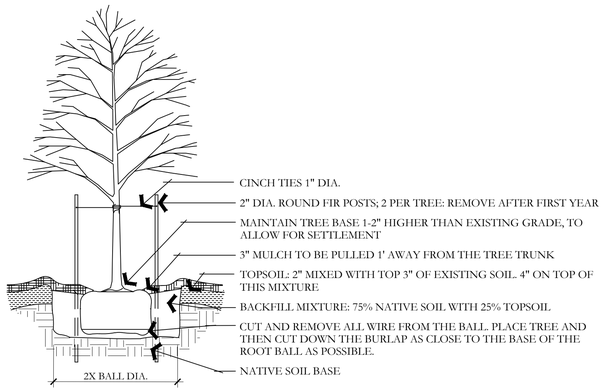
DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	10/18/2021

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

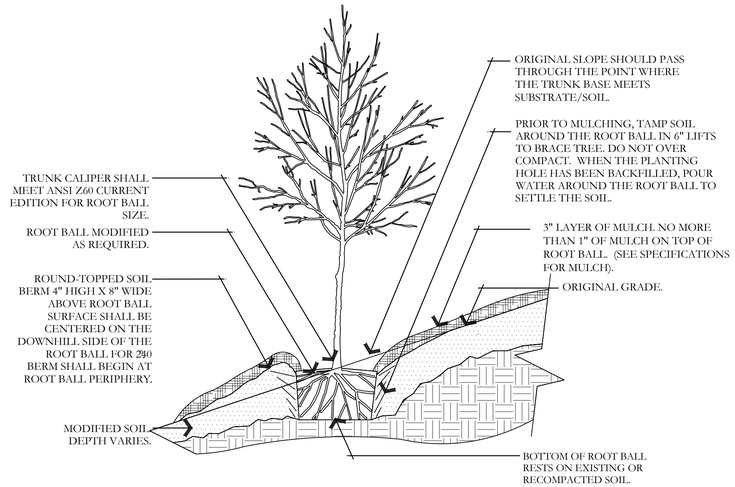
LP-101



A DECIDUOUS TREE PLANTING

NOT TO SCALE

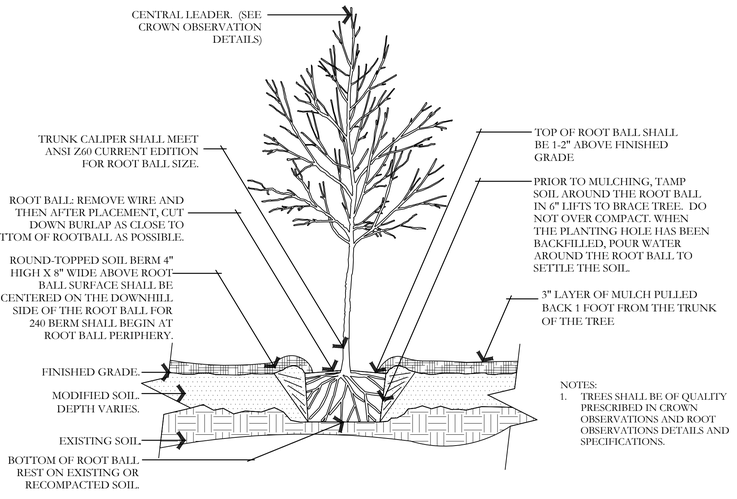
PKJ DESIGN GROUP



B TREE ON SLOPE 5% (20:1) TO 50% (2:1)

NOT TO SCALE

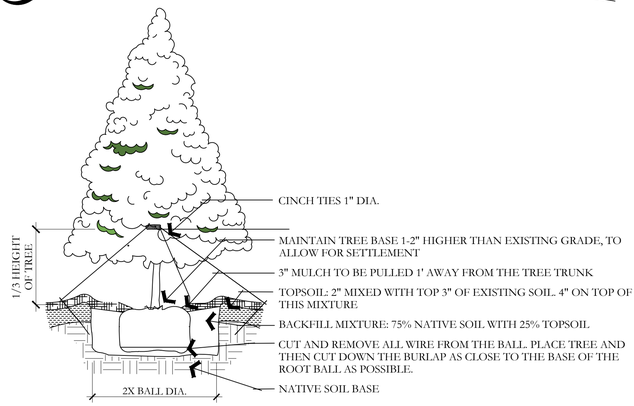
PKJ DESIGN GROUP



C TREE W/ BERM (EXISTING SOIL MODIFIED)

NOT TO SCALE

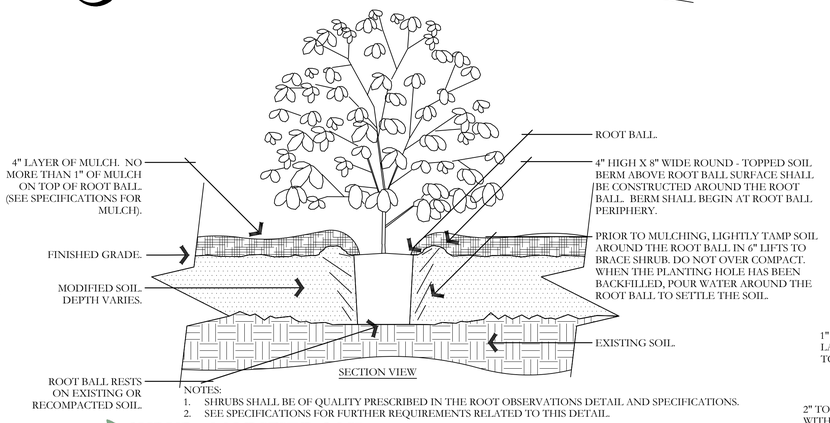
PKJ DESIGN GROUP



D EVERGREEN TREE PLANTING

NOT TO SCALE

PKJ DESIGN GROUP



E SHRUB - MODIFIED SOIL

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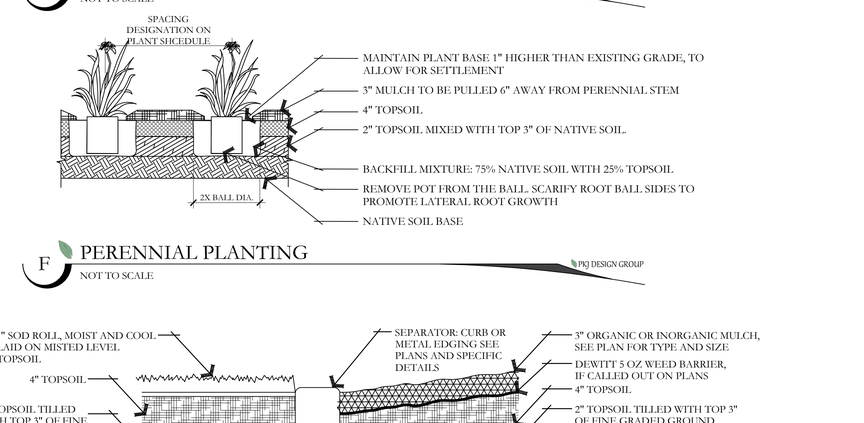
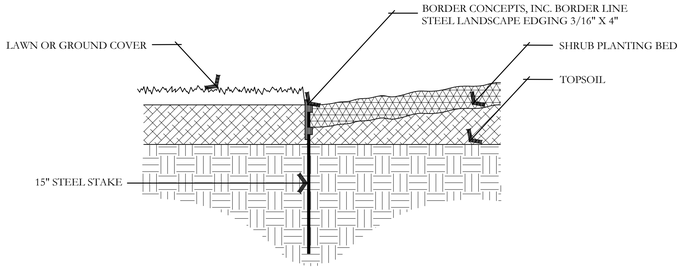
PKJ DESIGN GROUP



F PERENNIAL PLANTING

NOT TO SCALE

PKJ DESIGN GROUP



G METAL EDGING DETAIL

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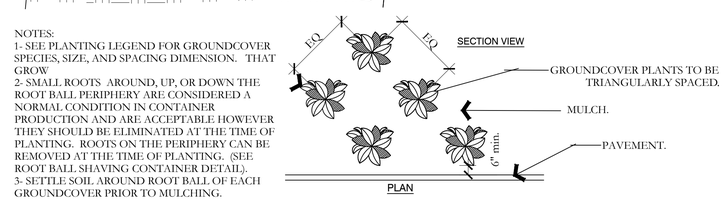
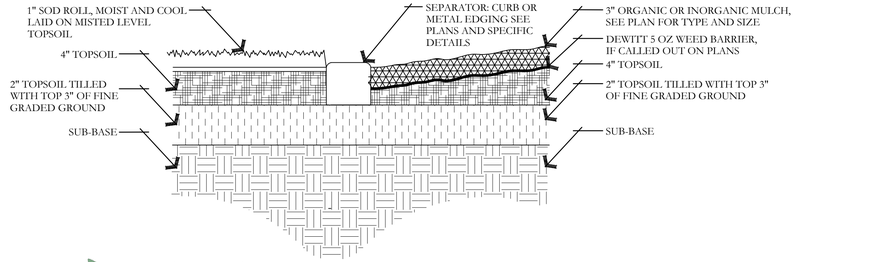
PKJ DESIGN GROUP



H PERENNIAL/GROUNDCOVER PLANTING

NOT TO SCALE

PKJ DESIGN GROUP



I SOD LAYING/MULCH DETAIL

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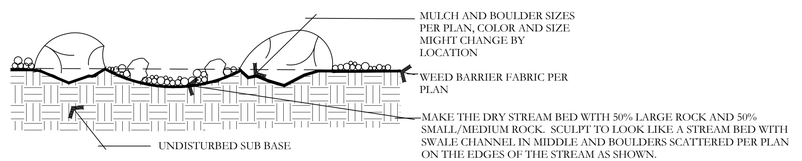
PKJ DESIGN GROUP



J BOULDER AND DRY STREAM BED DETAIL

NOT TO SCALE

PKJ DESIGN GROUP

ISSUE DATE	PROJECT NUMBER
10/18/2021	UT21107

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

PROJECT INFORMATION

ALTITUDE LOFTS CONDOMINIUMS

PARK CITY, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

4C ARCHITECTRE
ATT: BILL TUROCZY
614-353-9929
BILLTUROCZY4C@GMAIL.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

COMMONWEALTH OF UTAH LANDSCAPE ARCHITECT JEREMY AINSWORTH 8172821-5301 10/18/2021 REGISTERED LA STATE OF UTAH

DRAWING INFO	
PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	10/18/2021

LANDSCAPE DETAILS

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-501

ALTITUDE LOFTS CONDOMINIUMS

PARK CITY, UTAH

IRRIGATION PLAN SPECIFICATIONS

IRRIGATION SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

Work to be done includes all labor, materials, equipment and services required to complete the Project irrigation system as indicated on the Construction Drawings, and as specified herein. Includes but is not limited to: Furnishing and installing underground and above ground sprinkler system complete with any accessories necessary for proper function and operation of the system. All plant material on the Project shall be irrigated. Remove and dispose of any existing sprinkler system components which are disturbed during the construction process and are not to be saved. Restoration of any altered or damaged existing landscape to original state and condition.

1.2 SYSTEM DESCRIPTION

A. Design of irrigation components: Locations of irrigation components on Construction Drawings may be approximate. Piping, sleeving and/or other components shown on Construction drawings may be shown schematically for graphic clarity and demonstration of component groupings and separations. All irrigation components shall be placed in landscaped areas, with the exception of popc and wire in sleeving under hardscapes. Actual routing of pipe, wire or other components may be altered due to site conditions not accounted for in the design process.

B. Construction requirements: Actual placement may vary as required to achieve a minimum of 100% coverage without overspray onto hardscape, buildings or other features.

C. Layout of Irrigation Components: During layout and staking, consult with Owner Approved Representative (hereafter referred to as OAR) to verify proper placement of irrigation components, and to provide Contractor recommendations for changes where revisions may be advisable. Small or minor adjustments to system layout are permissible to avoid existing field obstructions such as utility boxes or street light poles. Contractor shall place remote control valves in groups as practical to economize on quantity of manifold isolation valves. Quick coupler valves shall be placed with manifold groups and protected by manifold isolation valves. Quick coupler valves are shown on Construction Documents in approximate locations.

1.3 DEFINITIONS

A. Water Supply: Secondary water piping and components, furnished and installed by others to provide irrigation water to this Project, including but not limited to filter, saddles, nipples, spools, shut off valves, corporation stop valves, water meters, pressure regulation valves, and piping upstream of (or prior to) the Point of Connection.

B. Point of Connection: Location where the Contractor shall tie into the water supply. May require filter, saddle, nipples, spools, isolation valves or Stop and Waste valve for landscape irrigation needs and use.

C. Main Line Piping: Pressurized piping downstream of the Point of Connection to provide water to remote control valves and quick couplers. Normally under constant pressure.

D. Lateral Line Piping: Circuit piping downstream of remote control valves to provide water to sprinkler heads, drip systems or bubblers.

1.4 REFERENCES

A. The following standards will apply to the work of this Section:

a. ASTM-American Society for Testing and Materials

b. IA - The Irrigation Association: Main BMP Document, Landscape Irrigation Scheduling and Water Management Document.

1.5 SUBMITTALS

A. At least thirty (30) days prior to ordering of any materials, the Contractor shall provide manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system. Submittals shall be in three ring binders or other similar bound form. Provide five copies of submittals to OAR for distribution. Place cover or index sheet indicating order in submittal document. No material shall be ordered, delivered or any work preceded in the field until the required submittals have need reviewed in its entirety and stamped approved. Delivered material shall match the approved samples.

B. Operation and Maintenance Manual:

a. At least thirty (30) days prior to final inspection, the Contractor shall provide Operation and Maintenance manual to OAR, containing:

i. Manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system.

ii. Parts list for each operating element of the system

iii. Manufacturer printed literature on operation and maintenance of operating elements of the system.

iv. Section listing instructions for overall system operation and maintenance. Include directions for Spring Start-up and Winterization.

b. Project Record Copy

i. Maintain at project site one copy of all project documents clearly marked "Project Record Copy". Mark any deviation in material installation on Construction drawings. Maintain and update drawing at least weekly. Project Record Copy to be available to OAR on demand.

ii. Completed Project As-Built Drawings

1. Prior to final inspection, prepare and submit to OAR accurate as-built drawings
2. Show detail and dimension changes made during installation. Show significant details and dimensions that were not shown in original Contract Documents.
3. Field dimension locations of sleeving, points of connection, main line piping, wiring runs not contained in main line pipe trenches, valves and valve boxes, quick coupler valves.
4. Dimensions are to be taken from permanent constructed surfaces, features, or finished edges located at or above finished grade.
5. Controller Map: upon completion of system, place in each controller a color coded copy of the area that controller services: indicating zone number, type of plant material and location on project that zone services. Laminate map with heat shrink clear plastic.

1.6 QUALITY ASSURANCE

A. Acceptance: Do not install work in this section prior to acceptance by OAR.

B. Regulatory Requirements: All work and materials shall be according to any and all rules, regulations or codes, whether they are State or Local laws and ordinances. Contract documents, drawings or specifications may not be construed or interpreted to permit work or materials not conforming to the above codes.

C. Adequate Water Supply: Water supply to this Project exists, installed by others. Connections to these supply lines shall be by this Contractor. Verify that proper connection is available to supply line and is of adequate size. Verify that secondary connection components may be installed if necessary. Perform static pressure test prior to commencement of work. Notify OAR in writing of problems encountered prior to proceeding.

D. Workmanship and Materials:

a. It is the intent of this specification that all material herein specified and shown on the construction documents shall be of the highest quality available and meeting the requirements specified.

b. All work shall be performed in accordance with the best standards of practice relating to the trade.

E. Contractor Qualifications:

a. Contractor shall provide document or resume including at least the following items:

i. That Contractor has been installing sprinklers on commercial projects for five previous consecutive years.

ii. Contractor is licensed to perform Landscape and Irrigation construction in the State of this Project.

iii. Contractor is bondable for the work to be performed.

iv. References of five projects of similar size and scope completed within the last five years. Three of the projects listed shall be local.

v. Listing of suppliers where materials will be obtained for use on this Project.

vi. Project site Foreman or Supervisor has at least five consecutive years of commercial irrigation installation experience. This person shall be a current Certified Irrigation Contractor in good standing as set forth by the Irrigation Association. This person shall be on Project site at least 75% of each working day.

vii. Evidence that Contractor currently employs workers in sufficient quantities to complete Project within time limits that are established by the Contract.

viii. All General laborers or workers on the Project shall be previously trained and familiar with sprinkler installation and have a minimum of one-year experience. Those workers performing tasks related to PVC pipe shall have certificates designated below.

1.7 DELIVERY-STORAGE-HANDLING

A. During delivery, installation and storage of materials for Project, all materials shall be protected from contamination, damage, vandalism, and prolonged exposure to sunlight. All material stored at Project site shall be neatly organized in a compact arrangement and storage shall not disrupt Project Owner or other trades on Project site. All material to be installed shall be handled by Contractor with care to avoid breakage or damage. Damaged materials attributed to Contractor shall be replaced with new at Contractor's expense.

1.8 SEQUENCING

A. Perform site survey, research utility records, contact utility location services. The Contractor shall familiarize himself with all hazards and utilities prior to work commencement. Install sleeving prior to installation of concrete, paving or other permanent site elements. Irrigation system Point of Connection components, backflow prevention and pressure regulation devices shall be installed and operational prior to all downstream components. All main lines shall be thoroughly flushed of all debris prior to installation of any sprinkler heads.

1.9 WARRANTY

A. Contractor shall provide one year Warranty. Warranty shall cover all materials, workmanship and labor. Warranty shall include filling and or repairing depressions or replacing turf or other plantings due to settlement of irrigation trenches or irrigation system elements. Valve boxes, sprinklers or other components settled from original finish grade shall be restored to proper grade. Irrigation system shall have been adjusted to provide proper, adequate coverage of irrigated areas.

1.10 OWNER'S INSTRUCTION

A. After system is installed, inspected, and approved, instruct Owner's Representatives in complete operation and maintenance procedures. Coordinate instruction with references to previously submitted Operation and Maintenance Manual.

1.11 MAINTENANCE

A. Furnish the following items to Owner's Representative:

a. Two quick coupler keys with hose swivels.

b. One of each type or size of quick coupler valve and remote control valve. Five percent of total quantities used of each sprinkler and sprinkler nozzle.

B. Provide the following services:

a. Winterize entire irrigation system installed under this contract. Winterize by 'blow-out' method using compressed air. Compressor shall be capable of minimum of 175 CFM. This operation shall occur at the end of first growing season after need for plant irrigation but prior to freezing. Compressor shall be capable of evacuating system of all water pressure regulation devices. Compressor shall be regulated to not more than 60 PSI. Start up system the following spring after danger of freezing has passed. Contractor shall train Owner's Representative in proper start-up and winterization procedure.

PART 2 - PRODUCTS

2.1 GENERAL NOTES

A. Contractor shall provide materials to be used on this Project. Contractor shall not remove any material purchased for this Project from the Project Site, nor mix Project materials with other Contractor owned materials. Owner retains right to purchase and provide project material.

2.2 POINT OF CONNECTION

A. The Contractor shall connect onto existing irrigation or water main line as needed for Point(s) of Connection. Contractor shall install new main line as indicated.

2.3 CONNECTION ASSEMBLY

A. Secondary water shall be used on this Project. Install filter and RPZ as needed.

2.4 CONTROL SYSTEM

A. Power supply to the irrigation controller shall be provided for by this Contract.

B. Controller shall be as specified in the drawings. Controller shall be surge protected.

a. Installation of wall-mount/ground pedestal timer controllers: Irrigation contractor shall be responsible for this task. Power configuration for wall-mount/ground pedestal timer controllers shall be 120 VAC unless otherwise noted.

b. Locate Controller(s) in general location shown on Construction drawings. Coordinate power supply and breaker allocation with electrical contractor. Contractor shall be responsible for all power connections to Controllers, whether they are wall mount or pedestal mount. Contractor shall coordinate with electrical or other Project trades as needed to facilitate installation of power to controllers.

C. Wires connecting the remote control valves to the irrigation controller are single conductors, type PE. Wire construction shall incorporate a solid copper conductor and polyethylene (PE) insulation with a minimum thickness of 0.045 inches. The wires shall be UL listed for direct burial in irrigation systems and be rated at a minimum of 30 VAC. Paige Electric Co., LP specification number P7079D.

a. A minimum of 24" of additional wire shall be left at each valve, each splice box and at each controller.

b. Common wire shall be white in color, 12 gauge. Control wire shall be red in color, 14 gauge. Spare/extra wire (3 ft.) shall be looped within each valve box of the grouping it is to service.

D. RCV wire splicing connectors shall be 3M brand DBY or DBR. Wire splicing between controller and valves shall be avoided if at all possible. Any wire splices shall be contained within a valve box. Splices within a valve box that contains no control valves shall be stamped 'WIRE SPLICE' or 'WS' on box lid.

2.5 SLEEVING

A. Contractor shall be responsible to protect existing underground utilities and components. Sleeving minimum size shall be 2". Sleeving 2" through 4" in size shall be S/40 PVC solvent weld. Sleeving 6" and larger shall be CL 200 PVC gasketed. Sleeve diameter shall be at least two times the diameter of the pipe within the sleeve. Sleeves shall be extended 6" minimum beyond walk or edge of pavement. Wire or cable shall not be installed in the same sleeve as piping, but shall be installed in separate sleeves. Sleeve ends on sleeve sizes 4" and larger shall be capped with integral corresponding sized PVC slip cap, pressure fit, until used, to prevent contamination. Sleeves shall be installed at appropriate depths for main line pipe or lateral pipe.

2.6 MAIN LINE PIPE

A. All main line pipe 4" and larger shall be Class 200 gasketed bell end. All main line pipe 3" in size and smaller shall be Schedule 40 PVC solvent weld bell end.

a. Maximum flows allowed through main line pipe shall be:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM
4"	180 GPM

b. Main line pipe shall be buried with 24" cover

2.7 MAIN LINE FITTINGS

A. All main line fittings 3" and larger shall be gasketed ductile iron material. All ductile iron fittings having change of direction shall have proper concrete thrust block installed. All main line fittings smaller than 3" in size shall be Schedule 80 PVC.

2.8 ISOLATION VALVES

A. Isolation valves 3" and larger shall be Waterous brand model 2500 cast iron gate valve, resilient wedge, push on type, with 2" square operating nut. Place sleeve of 6" or larger pipe over top of valve vertically and then extend to grade. Place 10" round valve box over sleeve at grade.

B. Isolation valves 2-1/2" and smaller shall be Apollo brand 70 series brass ball valves, contained in a Carson Standard size valve box. Valves shall be installed with S/80 PVC TOE Nipples on both sides of the valve. Valve shall be placed so that the handle is vertical toward the top of the valve box in the 'off' position.

2.9 MANIFOLDS

A. Action Manifold fittings shall be used to create unions on both sides of each control valve, allowing the valve to be removed from the box without cutting piping. Valves shall be located in boxes with ample space surrounding them to allow access for maintenance and repair. Where practical, group remote control valves in close proximity, and protect each grouping with a manifold isolation valve as shown in details. Manifold Main Line (or Sub-Main Line) and all manifold components and isolation valves shall be at least as large as the largest diameter lateral served by the respective manifold.

2.10 REMOTE CONTROL VALVES

A. Remote control valves shall be as specified on the drawings. Remote control valves shall be located separately and individually in separate control boxes.

2.11 MANUAL CONTROL VALVES

A. Quick coupler valve shall be attached to the manifold sub-main line using a Lasco G175212 swing joint assembly with snap-lock outlet and brass stabilizer elbow. Quick coupler valve shall be placed within a Carson 10" round valve box. Top of quick coupler valve cover shall allow for complete installation of valve box lid, but also allow for insertion and operation of key. Base of quick coupler valve and top of quick coupler swing joint shall be encased in ¼" gravel. Contractor shall not place quick coupler valves further than 200 feet apart, to allow for spot watering or supplemental irrigation of new plant material. Quick coupler valve at POC shall not be eliminated or relocated.

2.12 LATERAL LINE PIPE

A. All lateral piping shall be Schedule 40 PVC, solvent weld, and bell end. Lateral pipe shall be buried with 12-18" of cover typically. Lateral pipe shall be ¼", 1", 1 ¼", 1 ½" or 2" in size as indicated on Construction Drawings.

2.13 LATERAL LINE FITTINGS

A. All lateral line fittings shall be S/40 PVC

2.14 Spray Sprinklers

A. Spray head sprinklers shall be as specified on the drawings. Nozzles shall be as specified on the drawings.

2.15 VALVE BOXES

A. Rainbird valve boxes shall be used on this project. Sizes are as directed in these Specifications, detail sheets or plan sheets. Valve boxes shall be centered over the control valve or element they cover. Valve box shall be sized large enough to allow ample room for services access, removal or replacement of valve or element. Valve box shall be set to flush to finish grade of topsoil or barked areas. Contractor shall provide extensions or stack additional valve boxes as necessary to bring valve box pit to proper grade.

2.16 IMPORT BACKFILL

A. All main line pipe, lateral line pipe and other irrigation elements shall be bedded and backfilled with clean soil, free of rocks 1" and larger. Contractor shall furnish and install additional backfill material as necessary due to rocky conditions. Trenches and other elements shall be compacted and/or water settled to eliminate settling. Debris from trenching operations un-usable for fill shall be removed from project and disposed of properly by Contractor.

2.17 OTHER PRODUCTS

A. Substitution of equivalent products is subject to the OAR's approval and must be designated as accepted in writing.

a. The Contractor shall provide materials to make the system complete and operational.

PART 3 - EXECUTION

3.1 PREPARATION

A. Contractor shall repair or replace work damaged by irrigation system installation. If damaged work is new, repair or replacement shall be performed by the original installer of that work. The existing landscape of this Project shall remain in place. Contractor shall protect and work around existing plant material. Coordination of trench and valve locations shall be laid out for the OAR prior to any excavation occurring. Plant material deemed damaged by the OAR shall be replaced with new plant material at Contractor's expense. Contractor shall not cut existing tree roots larger than 2" to install this Project. Route pipe, wire and irrigation elements around tree canopy drip line to minimize damage to tree roots. Contractor shall have no part of existing system used by other portions of site landscape without water for more than 24 hours at a time.

3.2 TRENCHING AND BACKFILLING

A. Pulling of pipe shall not be permitted on this project. Over excavate trenches both in width and depth. Ensure base of trench is rock or debris free to protect pipe and wire. Grade trench base to ensure flat, even support of piping. Backfill with clean soil or import material. Contractor shall backfill no less than 2" around entire pipe with clean, rock free fill. Main line piping and fittings shall not be backfilled until OAR has inspected and pipe has passed pressure testing. Perform balance of backfill operation to eliminate any settling.

3.3 SLEEVING

A. Sleeve all piping and wiring that pass under paving or hardscape features. Wiring shall be placed in separate sleeving from piping. Sleeves shall be positioned relative to structures or obstructions to allow for pipe or wire within to be removed if necessary.

3.4 GRADES AND DRAINAGE

A. Place irrigation pipe and other elements at uniform grades. Winterization shall be by evacuation with compressed air. Automatic drains shall not be installed on this Project. Manual drains shall only be installed at POC where designated on Construction Drawings.

3.5 PVC PIPE

A. Install pipe to allow for expansion and contraction as recommended by pipe manufacturer.

B. Install main line pipes with 18" of cover, lateral line pipes with 12" of cover.

C. Drawings show diagrammatic or conceptual location of piping - Contractor shall install piping to minimize change of direction, avoid placement under large trees or large shrubs, avoid placement under hardscape features.

D. Plastic pipe shall be cut squarely. Burrs shall be removed. Spigot ends of pipes 3" and larger shall be beveled.

E. Pipe shall not be glued unless ambient temperature is at least 50 degress F. Pipe shall not be glued in rainy conditions unless properly tented. All solvent weld joints shall be assembled using IPS 711 glue and P70 primer according to manufacturer's specification, no exceptions. All workers performing glue operations shall provide evidence of certification. Glued main line pipe shall eure a minimum of 24 hours prior to being energized. Lateral lines shall eure a minimum of 2 hours prior to being energized and shall not remain under constant pressure unless cured for 24 hours.

F. Appropriate thrust blocking shall be performed on fittings 3" and larger. All threaded joints shall be wrapped with Teflon tape or paste unless directed by product manufacturer or sealing by o-ring.

3.6 CONTROLLERS

A. All grounding for pedestal controllers shall be as directed by controller manufacturer and ASIC guidelines, not to exceed a resistance reading of 5 OHMs.

B. Locate controllers in protected, inconspicuous places, when possible. Coordinate location of pedestal controllers with Landscape Architect to minimize visibility.

C. Coordinate location of wall mount controllers with building or electrical Contractor to facilitate electrical service and future maintenance needs. Wall mount shall be securely fastened to surface. If exterior mounted, wall mount controllers shall have electrical service wire and field control wire in separate, appropriate sized weatherproof electrical conduit, PVC pipe shall not be used.

D. Wiring under hardscape surfaces shall be placed continuously in conduit. Contractor shall be responsible to coordinate sleeving needs for conduit or sweeps elbows from exterior to interior of building.

E. Pedestal controllers shall be placed upon VIT-Strong Box Quick Pad as per manufacturer's recommendations. Controllers shall be oriented such that Owner's Representative maintenance personnel may access easily and perform field system tests efficiently.

F. Place Standard valve box at base of controller or nearby to allow for three to five feet of slack field control wire to be placed at each controller. This Contractor shall provide conduit access if needed for Electrical Contractor. Electrical supply and installation, as well as hook-up to controller shall be by this Contractor.

3.7 VALVES

A. Isolation valves, remote control valves, and quick coupler valves shall be installed according to manufacturer recommendation and Contract Specifications and Details.

B. Valve boxes shall be set over valves so that all parts of the valve can be reached for service.

C. Valve box and lid shall be set to be flush with finished grade. Only one remote control valve may be installed in a Carson 1419124 box. Place a minimum of 4" of ¼" washed gravel beneath valve box for drainage. Bottom of remote control valve shall be a minimum of 2" above gravel.

3.8 SPRINKLER HEADS

A. No sprinkler shall be located closer than 6" to walls, fences, or buildings.

B. Heads adjacent to walks, curbs, or paths shall be located at grade and 2" away from hardscape.

C. Control valves shall be opened. Then fully flush lateral line pipe and swing joints prior to installation of sprinklers.

D. Spray heads shall be installed and flushed again prior to installation of nozzles.

E. Contractor shall be responsible for adjustment if necessary due to grade changes during landscape construction.

3.9 FIELD QUALITY CONTROL

A. Main line pipes shall not be backfilled or accepted until the system has been tested for 2 hours at 100 psi.

B. Main line pressure test shall include all pipe and components from the point of connection to the upstream side of remote control valves. Test shall include all manifold components under constant pressure. Piping may be tested in sections that can be isolated.

C. Contractor shall provide pressurized water pump to increase or boost pressure where existing static pressure is less than 100 psi.

D. Schedule testing with OAR 48 hours in advance for approval.

E. Leaks or defects shall promptly be repaired or rectified at the Contractors expense and retested until able to pass testing.

F. Grounding resistance at pedestal controller shall also be tested and shall not exceed 5 OHMs.

3.10 ADJUSTMENT

A. Sprinkler heads shall be adjusted to proper height when installed. Changes in grade or adjustment of head height after installation shall be considered a part of the original contract and at Contractor's expense.

B. Adjust all sprinkler heads for arc, radius, proper trim and distribution to cover all landscaped areas that are to be irrigated.

C. Adjust sprinklers so they do not water buildings, structures, or other hardscape features.

D. Adjust run times of station to meet needs of plant material the station services.

3.11 CLEANING

A. Contractor shall be responsible for cleanliness of jobsite. Work areas shall be swept cleanly and picked up daily.

B. Open trenches or hazards shall be protected with yellow caution tape.

C. Contractor is responsible for removal and disposal of offsite trash and debris generated as a result of this Project.

D. OAR shall perform periodic as well as a final cleanliness inspection.

E. Contractor shall leave Project in at least a 'broom clean' condition.

END OF SECTION

90 Day Establishment Period Irrigation Schedule (April, May, June)

	Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Operating Pressure
Turf	Turf	15 min	15 min	15 min	15 min	15 min	15 min	15 min	30 psi
Shrubs	Shrubs	25 min	0	25 min	0	25 min	0	25 min	40 psi

Note: Begin irrigation 4:00 am, only 1 cycle per day.

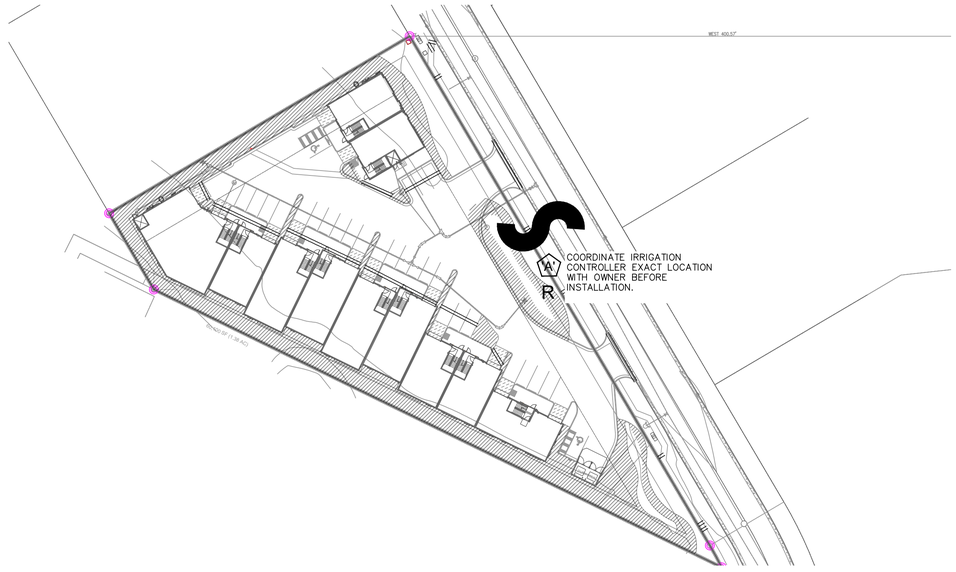
Regular Irrigation Schedule (see Seasonal Differential Chart)

	Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Operating Pressure
Turf	Turf	15 min	15 min		15 min		15 min		30 psi
Shrubs	Shrubs	45 min		45 min		45 min		45 min	40 psi

Note: Begin irrigation 4:00 am, only 1 cycle per day.

Seasonal Differential

	April	May	June	July	August	Sept.	October
Turf	10 min	10 min	15 min	15 min	15 min	10 min	10 min
Shrubs	30 min	30 min	45 min	45 min	45 min	30 min	30 min



2" MAINLINE ROUTING ,CONTROLLER AND P.O.C. LOCATION OVERVIEW

ISSUE DATE	PROJECT NUMBER
10/18/2021	UT21107

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
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7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

N

0' 25' 50' 100' 200'

GRAPHIC SCALE: 1" = 50'

PROJECT INFORMATION

ALTITUDE LOFTS CONDOMINIUMS

PARK CITY, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

4C ARCHITECTRE
ATT: BILL TUROCZY
614-353-9929
BILLTUROCZY4C@GMAIL.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning &Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
812812 - 5301
10/18/2021
ELECTRONIC SEAL
STATE OF UTAH

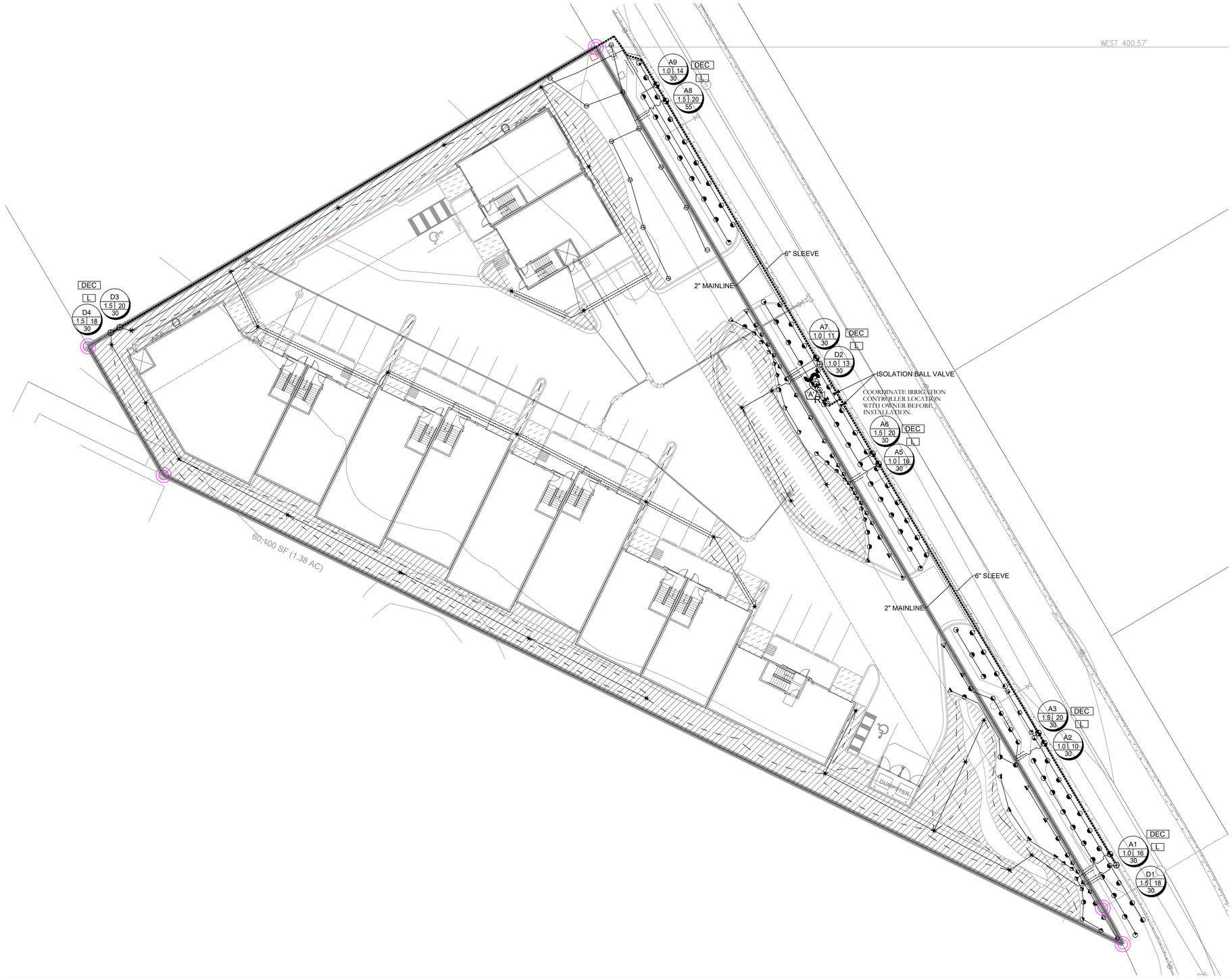
DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	10/18/2021

IRRIGATION PLAN COVER

PRELIMINARY PLANS NOT FOR CONSTRUCTION

IR-100



IRRIGATION LEGEND

SYMBOL	MANUFACTURER-MODEL NUMBER
	RAINBIRD RD04-S-PRS POP UP SPRAY 5 SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 8 U-SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 10 U-SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 12 U-SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 U-SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 SST @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 EST @ 30 PSI
	RAINBIRD 5000 SERIES MPR NOZZLES @ 55 PSI
	RAINBIRD 8005 SERIES Q#8-6.6 GPM, H#14-12.6 GPM, F#26-24.3 GPM NOZZLES @ 55 PSI
S	POINT OF CONNECTION (SECONDARY WATER) SEE PLAN FOR SIZE
A	CONTROLLER:RAINBIRD ESP-LXIVM WITH LIMR REMOTE KIT, CONTRACTOR TO ADJUST LOCATION WITH OWNER PRIOR TO CONSTRUCTION.
R	RAINBIRD WR2-RC WIRELESS RAIN SHUT OFF DEVICE
	ISOLATION BALL VALVE - LINE SIZED INSTALL PER MANUFACTURER'S SPEC.
	2" T SUPER AMIAD PLASTIC FILTER - INSTALL PER MANUFACTURE'S. RECOMMENDATIONS (130 MICRON)
M	MASTER VALVE
F	FLOW SENSOR
Q	QUICK COUPLER: RAINBIRD 44LRC INSTALL PER MANUFACTURER'S SPEC.
DEC L	VALVE DECODER (AT ALL VALVE GROUPINGS) INSTALL PER MANUFACTURER'S SPEC. LIGHTNING ARRESTER (AT ALL VALVE GROUPINGS) INSTALL PER MANUFACTURER'S SPEC.
	REMOTE CONTROL VALVE: RAINBIRD 1VMSOL AUTOMATIC CONTROL VALVE (SIZE AS NOTED ON PLAN- USE JUMBO BOX-PURPLE LID) PLACE YELLOW TAGS ON ALL VALVES AND LABEL.
	DRIP CONTROL ZONE KIT: RAINBIRD XCZ-(PER PLAN)-PRBR-COM MED FLOW (SIZE AS NOTED ON PLAN)
	MAINLINE: SCHEDULE 40 PVC WITH SCHEDULE 80 FITTINGS, 2" DIAMETER 24" MIN. COVER
	LATERAL LINE: SCHEDULE 40 PVC WITH SCH. 40 FITTINGS. SEE PIPE SIZING CHART
	DRIP CONNECTION. PROVIDE DRIP IRRIGATION TO ALL TREES, SHRUBS,AND PERENNIALS IN PLANTER AREAS
	DRIP LINE: RAINBIRD XFSP-09-18-100 OR EQUIVALENT
	CLASS 200 SLEEVE PER PLAN
NO SYMBOL	WIRE CHASE, SIZE TO BE TWICE THE DIAMETER OF THE WIRE BUNDLE WITHIN. 1.1/4" DIAMETER MINIMUM
	14 GAUGE SOLID COPPER SINGLE STRAND CONTROL WIRE: INSTALL PER MANUFACTURER'S SPEC. PROVIDE 2 WIRE LOOP SYSTEM. ONLY WIRE FROM POC TO CONTROLLER IS DEPICTED ON PLANS. CONTRACTOR TO INSTALL WIRE IN CONDUIT FROM POC TO ALL VALVES. THE WIRE TO VALVES IS NOT SHOWN ON PLAN

DRIP ZONE

TYPE	PART NUMBER	EMITTER FLOW		
XFS DRIPLINE	XFSP-09-18	.9 GPH		
TOTAL DRIP ZONE FLOW	20 GPM	*EACH ZONE NOT TO EXCEED 20 GPM		
NUMBER OF FLUSH POINTS	2	DRIP ZONE TO APPLY 1/4" OF WATER	23	
*ONLY WATER PLANT SPECIFICALLY. DO NOT WATER ROCK AREA WITH NO PLANTS				
*NUMBERS MAY CHANGE DUE TO SIZE OF DRIP ZONE PER PLAN				

IRRIGATION NOTES

1. BEFORE WORK IS TO COMMENCE, BLUE STAKES/DIG LINE IS TO BE CALLED AND NOTIFIED. IF ANY DAMAGE TO UTILITIES HAPPEN DURING CONSTRUCTION, THE CONTRACTOR SHALL REPAIR IT AT THEIR EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
2. CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS IN ACCORDANCE WITH CITY AND/OR COUNTY CODES AND COMPLY WITH SPECIFICATIONS AND DRAWINGS.
3. INVESTIGATE TO MAKE SURE THAT THE IRRIGATION SYSTEM IS, IN FACT, BEING CONNECTED TO A SECONDARY SYSTEM. IF IT IS NOT CONNECTED TO SECONDARY, CONTACT THE OWNER AND LANDSCAPE ARCHITECT TO COORDINATE A CULINARY SYSTEM AND REQUIRED COMPONENTS. A FUNCTIONING AMIAD FILTER IS TO BE USED AT THE POINT OF CONNECTION.
4. VERIFY THAT THE POINT OF CONNECTION IS IN THE CORRECT LOCATION BEFORE INSTALLATION. ALL CONNECTIONS ON THIS PROJECT ARE TO SECONDARY WATER AND SHOULD BE NOTED AS SUCH; THEREFORE, ALL PARTS MUST MEET WATER STANDARDS THAT PERTAIN TO SECONDARY WATER.USE PURPLE VALVE BOXES FOR SECONDARY WATER SYSTEMS.
5. ON OCCASION AND FOR GRAPHIC PURPOSES ONLY, THE IRRIGATION SYSTEM MIGHT BE SHOWN IN HARDSCAPE AREAS. THIS IRRIGATION IS TO BE PLACED IN LANDSCAPED AREAS ON THE PROPERTY SITE.
6. CONTRACTOR SHALL USE ONLY COMMERCIAL GRADE IRRIGATION PRODUCTS. THIS INCLUDES PIPE TO BE SCHEDULE 40 PVC OR BETTER. NO POLY PIPE IS TO BE USED. FITTINGS UP TO 1-1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1-1/2" SHALL BE SCHEDULE 80 OR BETTER. CONTRACTOR IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION.
7. MAIN LINES SHALL BE A MINIMUM OF 24" DEEP AND LATERAL LINES A MINIMUM OF 12" DEEP. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
8. NO IRRIGATION MAIN LINE MAY BE LOCATED WITHIN 5 FEET OF ANY STRUCTURE.
9. TO AVOID PIPE DAMAGE, ADJUST LOCATION OF PIPE TO NOT BE DIRECTLY UNDER PLANT MATERIALS. VALVE BOXES ARE PREFERRED TO BE IN PLANTER BEDS INSTEAD OF THE LAWN.
10. PLAN INDICATES 100% OR BETTER HEAD TO HEAD COVERAGE. SHOULD CONTRACTOR FIND DISCREPANCIES DUE TO NECESSARY FIELD ADJUSTMENTS, CONTACT LANDSCAPE ARCHITECT FOR IRRIGATION CORRECTION.
11. DRIP IRRIGATION TO BE INSTALLED PER DETAILS. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS. TUBING SHOULD REST TOWARD OUTER EDGE OF ROOTBALL AND NOT AGAINST TRUNK OF PLANT.
12. A QUICK COUPLER SHALL BE INSTALLED AT POINT OF CONNECTION TO ALLOW BLOW OUT OF SYSTEM BY AIR COMPRESSOR AT END OF EACH SEASON.
13. INSTALL SLEEVES FOR ALL PIPES AND WIRE CONDUIT THAT ARE PLACED UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE BEING PLACED INTERNALLY. WIRE CONDUIT SHALL BE INSTALLED IN CLASS 200 PIPE. AT ANY DIRECTIONAL CHANGE THAT OCCURS, A JUNCTION BOX IS TO PLACED.
14. CONDUITS CAN NOT BE SHARED BY WATER AND ELECTRICAL LINES. ALL WIRE TO BE PUT IN PVC CONDUIT. ALL WIRE CONNECTIONS TO BE PLACED IN A VALVE BOX. ALL WIRE CONNECTIONS TO USE WATERPROOF WIRE CONNECTORS WITH AT LEAST 3' OF EXTRA WIRE. PROVIDE PLENTY OF EXTRA WIRE AT EVERY DIRECTIONAL CHANGE. INSULATED 14 GAUGE COPPER TO BE USED FOR ALL CONTROL WIRES AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
15. CONTRACTOR TO INSTALL LIGHTNING ARRESTOR AND GROUNDING RODS ON SITE PER MANUFACTURER'S RECOMMENDATIONS, SEE DETAILS.
16. CONTRACTOR TO SEPARATE SYSTEM (CONTROLLER, VALVES, AND DIFFERENT COLORED WIRE) FROM CITY MAINTAINED PROPERTY AND HOA/OWNER MAINTAINED PROPERTY.
17. DUCT TAPE ALL SLEEVES TO PREVENT SOIL OR OTHER DEBRIS ENTERING PIPE. IDENTIFY ALL SLEEVES BY WOOD OR PVC STAKES AND SPRAY PAINT WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
18. TO PREVENT EROSION AND LOW POINT DRAINAGE CONTRACTOR SHALL INSTALL CHECK VALVES
19. LOCATE SPRAY HEADS NO CLOSER THAN 6" FROM WALLS, FENCES OR BUILDINGS AND 2" AWAY FROM WALKS, PATHS OR CURBS.
20. PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING. CONTACT LANDSCAPE ARCHITECT/OWNER AT THIS TIME FOR COMPLIANCE.
21. CONTRACTOR TO CONSULT WITH OWNER ON EXACT LOCATION OF CONTROLLER. CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR AND OWNER FOR THE POWER SUPPLY. INSTALL ALL PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH THE CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.
22. LATERAL LINES SHALL BE NO SMALLER THAN 3/4". LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM
4"	180 GPM

VALVE ID TAG

NOTE:
1. VALVE ID TAGS ARE LOCATED NEAR VALVES IN THE ORDER THE VALVES APPEAR ON THE DRAWING

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
10/18/2021	UT21107	811 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC 1-800-662-4111 www.bluestakes.org	ALTITUDE LOFTS CONDOMINIUMS PARK CITY, UTAH	4C ARCHITECTRE ATT: BILL TUROCZY 614-353-9929 BILLTUROCZY4C@GMAIL.COM	PKJ DESIGN GROUP Landscape Architecture Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 960-2698 www.pkjdesigngroup.com	JEREMY AINSWORTH 812917-5301 REGISTERED LANDSCAPE ARCHITECT 10/18/2021 ELECTRONIC SEAL STATE OF UTAH	PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 10/18/2021

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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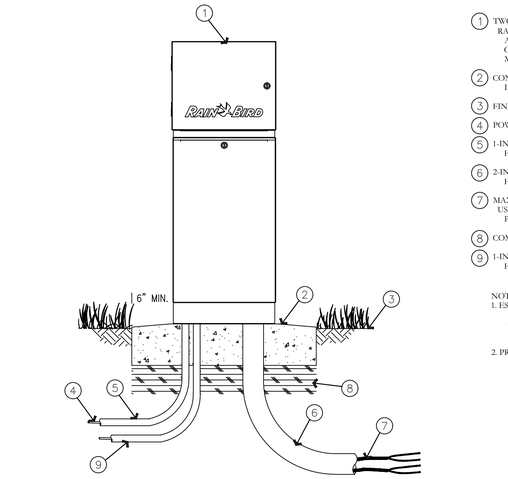
0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

IRRIGATION PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

IR-101



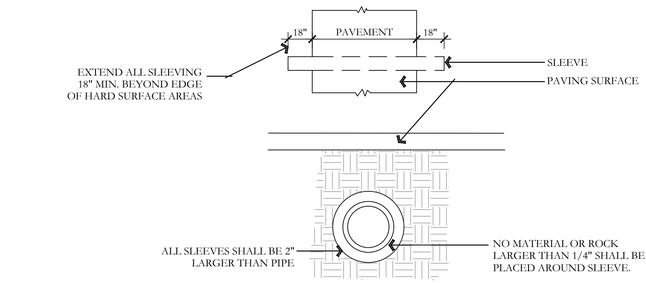
1. TWO-WIRE CONTROLLER: RAIN BIRD ESP-LXIVM/PRO WITH LXMM METAL CABINET AND LXMMPED METAL PEDESTAL. INSTALL CONTROLLER, CABINET AND PEDESTAL PER MANUFACTURER'S RECOMMENDATIONS.
2. CONCRETE PAD: 6-INCH MINIMUM THICKNESS, 6-INCHES LARGER ON ALL SIDES THAN PEDESTAL FOOTPRINT
3. FINISH GRADE
4. POWER SUPPLY WIRE
5. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR POWER SUPPLY
6. 2-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR TWO-WIRE CABLE
7. MAXICABLE TWO-WIRE PATH TO FIELD DEVICES USE A DIFFERENT CABLE JACKET COLOR FOR EACH PATH.
8. COMPACTED SUBGRADE
9. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR GROUND

NOTES:
1. ESP-LXIVM CONTROLLER IS AVAILABLE IN TWO MODELS. THE LXIVM WITH 60 STATIONS AND THE LMIVM-PRO WITH 240 STATIONS. REFER TO THE CHART BELOW FOR DIFFERENCES BETWEEN THE TWO MODELS.
2. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

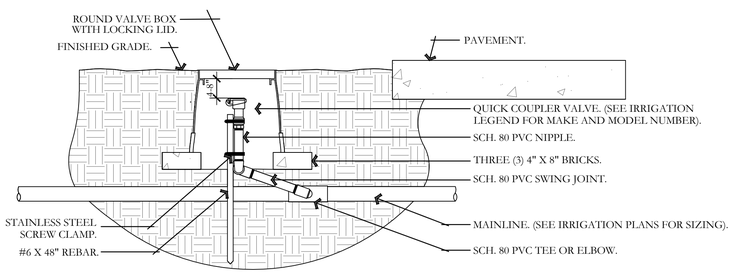
KEY SPECIFICATIONS

FEATURE / MODEL	MAX PROGRAMS	STATIONS	MAX SIMULSTATIONS	MASTER VALVES	FLOW SENSORS	WEATHER SENSORS
LX-IVM	10	60	8	5	5	4
LX-IVM PRO	40	240	16	10	10	8

A ESP-LXIVM/PRO TWO-WIRE CONTROLLER IN METAL PEDESTAL
NOT TO SCALE

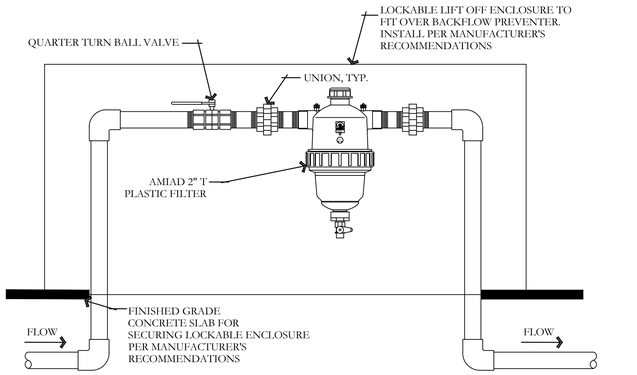


D TYPICAL SLEEVING DETAIL
NOT TO SCALE

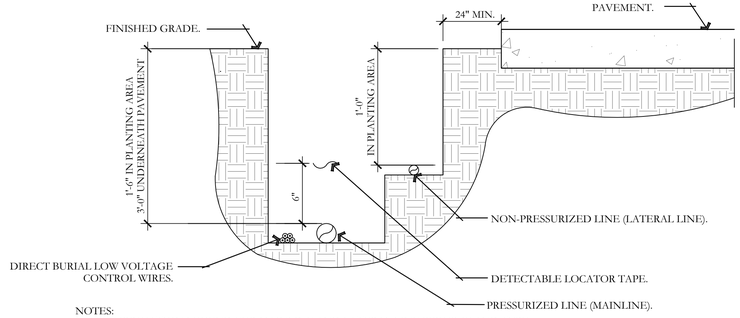


NOTES:
1. ALL THREADED CONNECTIONS SHALL BE INSTALLED USING TEFLON TAPE.
2. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
3. ALL QUICK COUPLERS SHALL BE INSTALLED A MINIMUM OF 18" OFF OF THE MAINLINE.
4. VALVE BOXES SHALL BE LOCATED IN PLANTING AREAS.

G QUICK COUPLER DETAIL
NOT TO SCALE

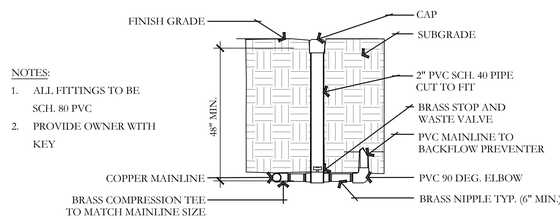


B 2" PLASTIC FILTER DETAIL
NOT TO SCALE



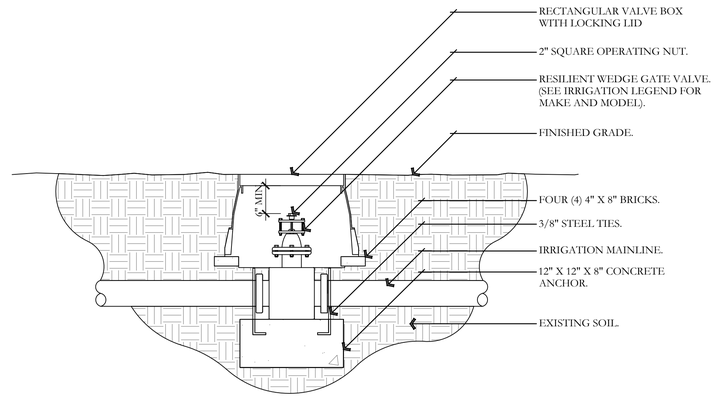
NOTES:
1. SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.
2. DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.
3. 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.
4. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

E IRRIGATION TRENCHING DETAIL
NOT TO SCALE



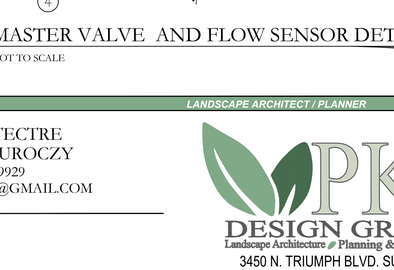
NOTES:
1. ALL FITTINGS TO BE SCH. 80 PVC
2. PROVIDE OWNER WITH KEY

H STOP AND WASTE VALVE ASSEMBLY DETAIL
NOT TO SCALE



NOTES:
1. INSTALL GATE VALVE PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
2. VALVE BOX SHALL BE WRAPPED WITH MINIMUM 3 MIL. THICK PLASTIC AND SECURE IT TO VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
3. VALVE BOX SHALL BE LOCATED IN PLANTING AREA.

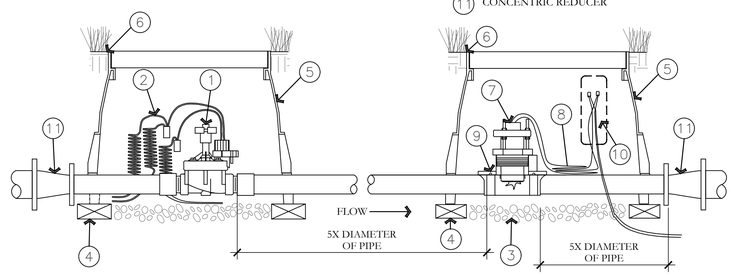
C GATE VALVE AND ANCHOR DETAIL
NOT TO SCALE



NOTES:
1. ALL FITTINGS TO BE SCH. 80 PVC
2. PROVIDE OWNER WITH KEY

F MANUAL DRAIN DETAIL
NOT TO SCALE

1. NORMALLY OPEN MASTER VALVE(S)
2. 36-INCH LENGTH OF COILED WIRE TO SATELLITE CONTROLLER SPARE STATION
3. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
4. BRICK (1 OF 4)
5. VALVE BOX WITH COVER - 12-INCH SIZE
6. FINISH GRADE
7. RAIN BIRD FS SERIES 350 FLOW SENSOR(S)
8. 36-INCH LENGTH OF COILED PE-CABLE TO FLOW SENSING EQUIPMENT AT CCU/SATELLIT CONTROLLER ASSEMBLY
9. DOUBLE-STRAP SADDLE
10. SEE MAXICOM DETAIL 611 FOR SPLICE. SEE FLOW SENSOR DETAIL FOR WIRING DIAGRAM.
11. CONCENTRIC REDUCER



I MASTER VALVE AND FLOW SENSOR DETAIL
NOT TO SCALE

ISSUE DATE: 10/18/2021
PROJECT NUMBER: UT21107

NO.	REVISION	DATE
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811 BLUE STAKES OF UTAH
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4C ARCHITECTRE
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PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

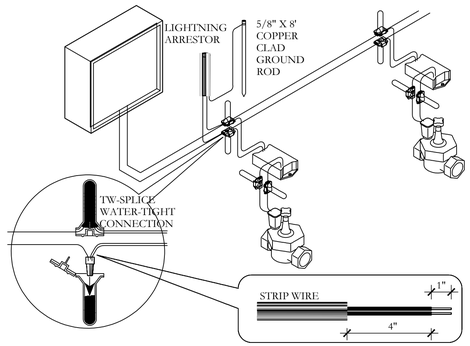
LICENSED LANDSCAPE ARCHITECT — JEREMY AINSWORTH — 8128124-5301 — 10/18/2021 — ELECTRONIC SEAL — STATE OF UTAH

DRAWING INFO
PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 10/18/2021

IRRIGATION DETAILS

PRELIMINARY PLANS NOT FOR CONSTRUCTION

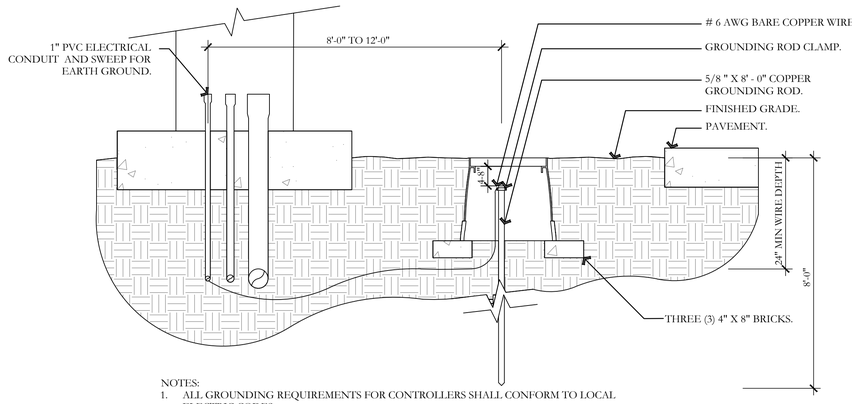
IR-501



J 2-WIRE CONNECTION DETAIL

PKJ DESIGN GROUP

NOT TO SCALE

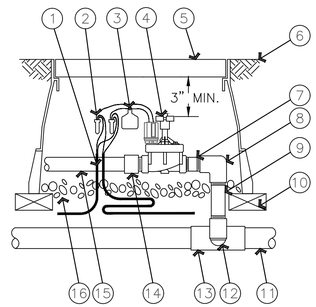


NOTES:
1. ALL GROUNDING REQUIREMENTS FOR CONTROLLERS SHALL CONFORM TO LOCAL ELECTRIC CODES.
2. GROUNDING ROD SHALL NOT BE LOCATED IN THE SAME TRENCH AS THE IRRIGATION MAINLINES OR LATERAL LINES.
3. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
4. INSTALL GROUNDING ROD PER THE CONTROLLER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

K GROUNDING ROD DETAIL

PKJ DESIGN GROUP

NOT TO SCALE

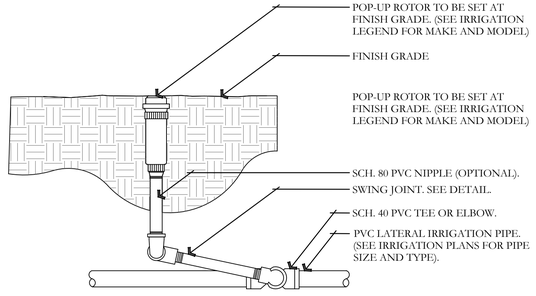


1. 30-INCH LENGTH OF 2-WIRE CABLE
2. WATERPROOF CONNECTION RAIN BIRD WC20 (TWO REQUIRED)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PEB/PESB/PESB-R WITH IVM
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
12. PVC SCH 40 TEE OR ELL
13. PVC SCH 40 MALE ADAPTER
14. PVC LATERAL PIPE
15. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

M ELECTRIC REMOTE-CONTROL VALVE PEB OR PESB SERIES WITH IVM

PKJ DESIGN GROUP

NOT TO SCALE

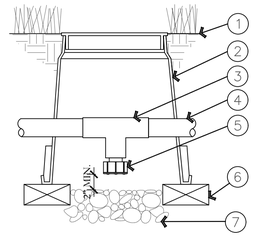


NOTES:
1. ALL THREADED CONNECTION POINTS BETWEEN SCH. 40 PVC AND SCH. 80 PVC FITTING SHALL BE INSTALLED USING TEFLON TAPE.
2. CONTRACTOR SHALL COMPACT SOIL AROUND ROTOR AND RISER PRIOR TO PLANTING, PLUGGING, SEEDING, OR LAYING OF SOD.

N ROTOR SPRAYHEAD DETAIL

PKJ DESIGN GROUP

NOT TO SCALE

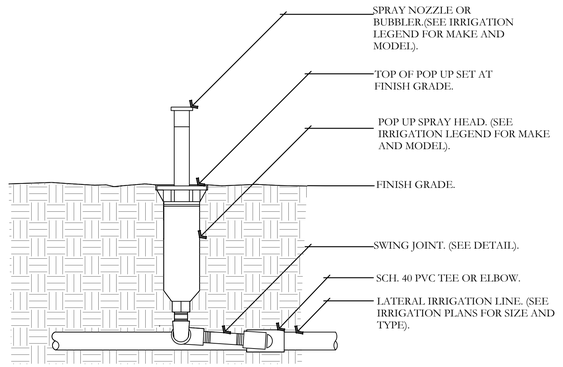


1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-6RND
3. PVC SCH 40 TEE
4. PVC LATERAL PIPE
5. FILTERED DRAIN VALVE: RAIN BIRD 16A-FDV-075
6. BRICK (1 OF 2)
7. 6-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL

L LATERAL LINE DRAIN VALVE DETAIL

PKJ DESIGN GROUP

NOT TO SCALE



NOTE:
1. 6" POP UPS SHALL BE USED IN TURF AREAS.
2. CONTRACTOR SHALL SETTLE SOIL AROUND THE POP UP AFTER INSTALLATION.
3. ALL POP UP SPRAY HEADS SHALL HAVE CHECK VALVES.
4. ALL SCH. 40 PVC TO SCH. 80 PVC CONNECTIONS SHALL BE MADE USING TEFLON TAPE.

O POP UP-SPRAY HEAD DETAIL

PKJ DESIGN GROUP

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ISSUE DATE: 10/18/2021 | PROJECT NUMBER: UT21107

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
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7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

PROJECT INFORMATION

ALTITUDE LOFTS CONDOMINIUMS

PARK CITY, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

4C ARCHITECTRE
ATT: BILL TUROCZY
614-353-9929
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LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
812812-5301
10/18/2021
ELECTRONIC SEAL
STATE OF UTAH

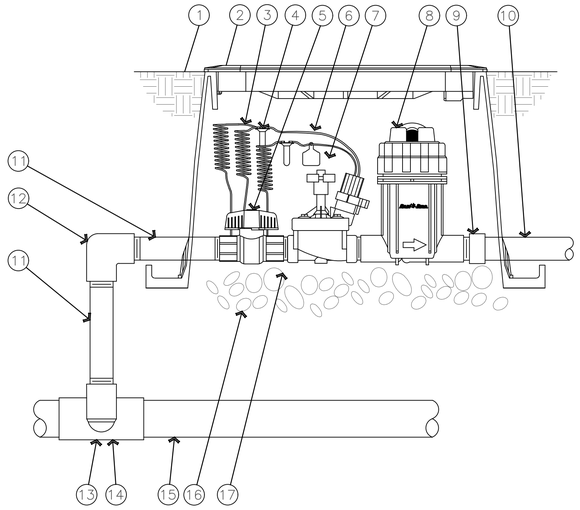
DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	10/18/2021

IRRIGATION DETAILS

PRELIMINARY PLANS NOT FOR CONSTRUCTION

IR-502

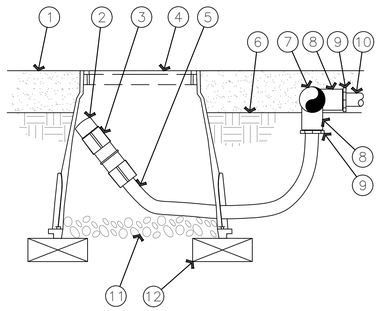


1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION: RAIN BIRD DB SERIES
5. 1-INCH BALL VALVE (INCLUDED IN XCZ-PRB-100-COM KIT)
6. ID TAG
7. REMOTE CONTROL VALVE: RAIN BIRD PESB (INCLUCED IN XCZ-PRB-100-COM KIT)
8. PRESSURE REGULATING QUICK CHECK BASKET FILTER: RAIN BIRD PRB-QKCHK-100 (INCLUDED IN XCZ-PRB-100-COM KIT)
9. PVC SCH 40 FEMALE ADAPTOR
10. LATERAL PIPE
11. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
12. PVC SCH 40 ELL
13. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
14. PVC SCH 40 TEE OR ELL
15. MAINLINE PIPE
16. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE (INCLUDED IN XCZ-PRB-100-COM KIT)

P DRIP CONTROL ZONE KIT DETAIL

NOT TO SCALE

PKJ DESIGN GROUP



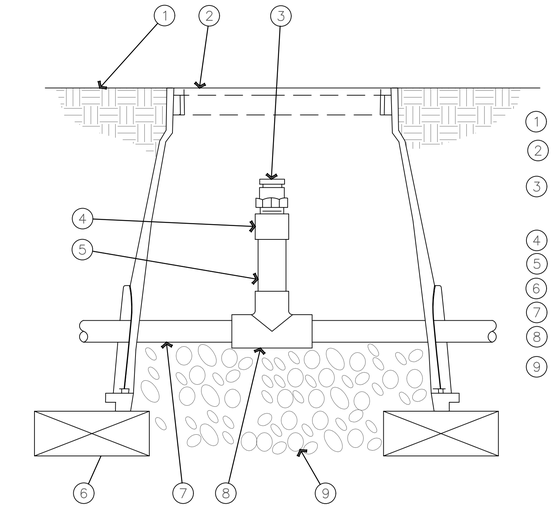
1. MULCH
2. FLUSH CAP FOR EASY FIT COMPRESSION FITTINGS: POTABLE:RAIN BIRD MDCFCAP
3. EASY FIT COUPLING: RAIN BIRD MDCFCOUP
4. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
5. ½" POLYETHYLENE TUBING: RAIN BIRD XF BLANK TUBING
6. FINISH GRADE
7. PVC EXHAUST HEADER
8. PVC SCH 40 TEE OR EL
9. BARB X MALE FITTING: RAIN BIRD XFF-MA FITTING (TYPICAL)
10. ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV DRIPLINE
11. 3-INCH MINIMUM DEPTH OF 3/4 " WASHED GRAVEL
12. BRICK (1 OF 2)

NOTE:
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

Q ON-SURFACE DRIPLINE FLUSH POINT DETAIL

NOT TO SCALE

PKJ DESIGN GROUP

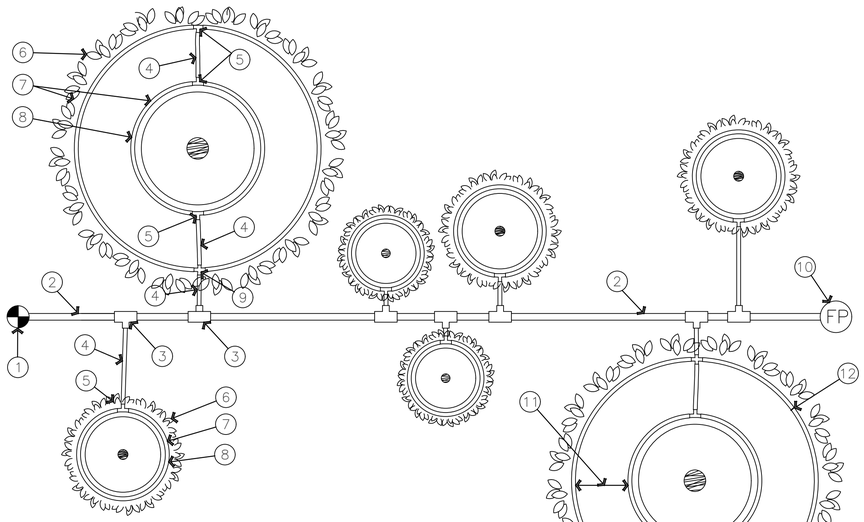


1. FINISH GRADE
2. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
3. ½" AIR RELIEF VALVE: RAIN BIRD ARV050 TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
4. PVC SCH 40 FEMALE ADAPTER
5. PVC SCH 80 RISER
6. BRICK (1 OF 2)
7. PVC HEADER PIPE
8. PVC SCH 40 TEE
9. 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL

R AIR RELIEF VALVE DETAIL

NOT TO SCALE

PKJ DESIGN GROUP



1. RAIN BIRD CONTROL ZONE KIT (SIZED TO ACCOMIDATE LATERAL FLOW DEMAND)
2. PVC DRIP MANIFOLD PIPE
3. PVC SCH 40 TEE OR EL (TYPICAL)
4. ½" POLYETHYLENE TUBING: RAIN BIRD XF SERIES BLANK TUBING (TYPICAL)
5. BARB X BARB INSERT TEE: RAIN BIRD XFF-TEE (TYPICAL)
6. PROJECTED CANOPY LINE OF TREE OR SHRUB (TYPICAL)
7. ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV SERIES PLACE AS SHOWN (LENGTH AS REQUIRED, TYPICAL)
8. ROOT BALL (TYPICAL)
9. BARB X BARB INSERT CROSS: RAIN BIRD XFD-CROSS (TYPICAL)
10. DRIPLINE FLUSH POINT (SEE RAIN BIRD DETAIL: "XFCV DRIPLINE FLUSH POINT WITH BALL VALVE")
11. SPACING PER SPECIFICATION
12. TIE DOWN STAKE: RAIN BIRD TDS-050 WITH BEND (QUANTITY AS REQUIRED, SEE NOTES 2-3 BELOW)

NOTES:
1. INSTALL MULTIPLE RINGS AS REQUIRED TO PROVIDE IRRIGATION COVERAGE FROM ROOT BALL TO PROJECTED TREE CANOPY. REFER TO RAIN BIRD DESIGN GUIDELINES AND SPECIFICATIONS FOR RECOMMENDED SPACING BETWEEN RINGS.
2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

S ON-SURFACE DRIPLINE TREE/SHRUB DETAIL

NOT TO SCALE

PKJ DESIGN GROUP

ISSUE DATE	PROJECT NUMBER
10/18/2021	UT21107

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
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PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

PROJECT INFORMATION

ALTITUDE LOFTS CONDOMINIUMS

PARK CITY, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

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LANDSCAPE ARCHITECT / PLANNER

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LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY ANDREW AINSWORTH
8728121-5301
10/18/2021
ELECTRONIC SEAL
STATE OF UTAH

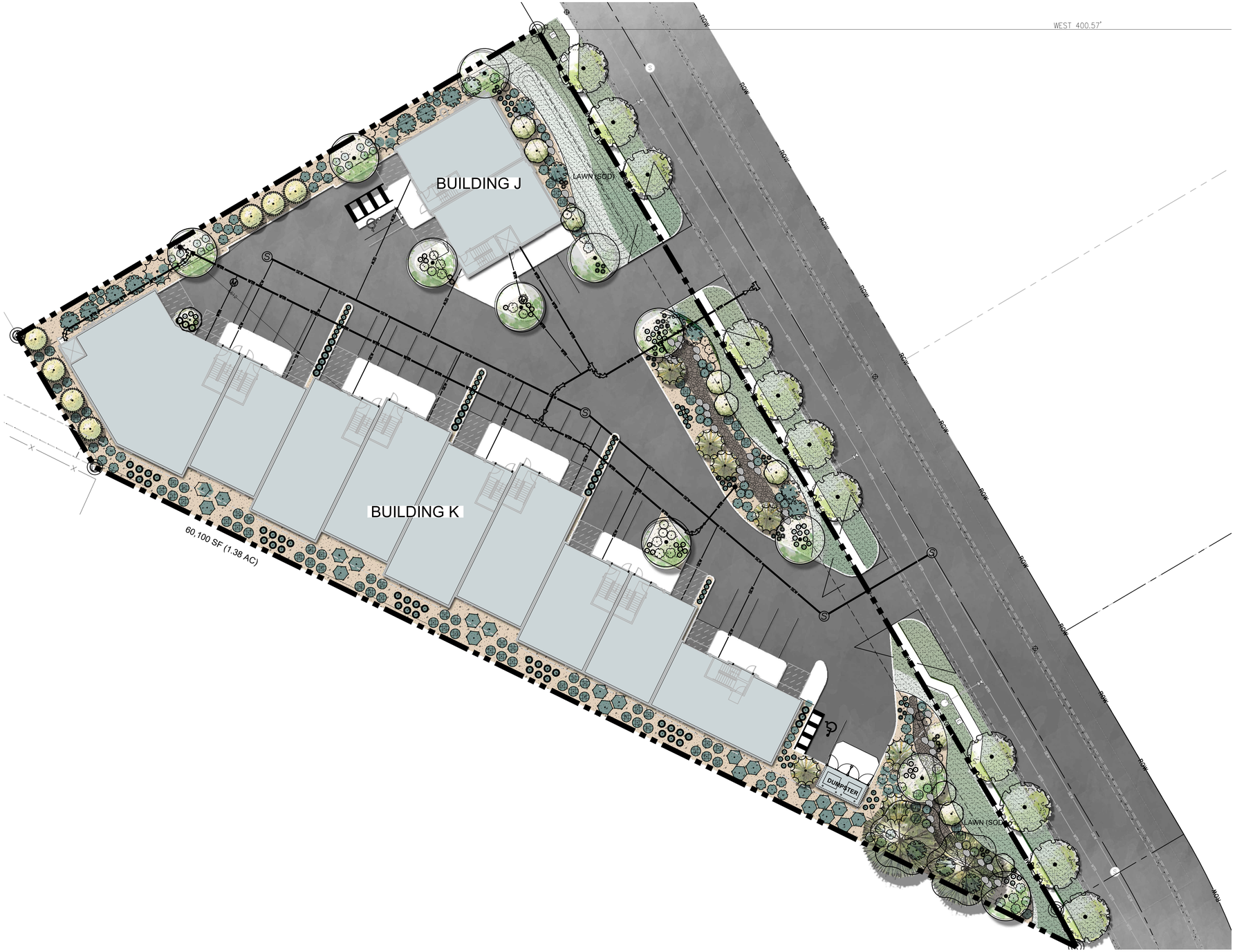
DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	10/18/2021

IRRIGATION DETAILS

PRELIMINARY PLANS NOT FOR CONSTRUCTION

IR-503



PLANT LEGEND

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Gs	2	Gleditsia triacanthos inermis 'Shademaster' Shademaster Honey Locust	2.5" Cal
	Pe	11	Populus tremuloides 'Erecta' Columnar Quaking Aspen	1" Cal.
	Qs	10	Quercus robur 'Fastigiata' TM Skyrocket English Oak	2.5" Cal
	Sd	11	Sorbus decora Showy Mountain Ash	2.5" Cal

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Pp	9	Picea abies 'Pendula' Weeping Norway Spruce	8` Tall
	Pf	7	Pinus flexilis 'Vanderwolf's Pyramid' Vanderwolf's Pyramid Limber Pine	8` Tall

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Ck	25	Cornus sericea 'Kelseyi' Kelsey's Dwarf Red Twig Dogwood	5 gal
	Pg	60	Potentilla fruticosa 'Goldfinger' Goldfinger Bush Cinquefoil	5 gal
	Rg	17	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	5 gal
	Rc	22	Ribes rubrum 'Perfection' Perfection Red Currant	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Ck2	66	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	5 gal
	Fc	113	Festuca glauca 'Elijah Blue' Elijah Blue Fescue	1 gal
	Ms2	36	Miscanthus sinensis 'Strictus' Porcupine Eulalia Grass	1 gal
	Ps	55	Panicum virgatum 'Shenandoah' Shenandoah Switch Grass	1 gal

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Sb	38	Salvia x sylvestris 'Blue Hill' Blue Hill Sage	1 gal

SITE MATERIALS LEGEND

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
1-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	7,590 sf
1-03	OQUIRRH GRAVEL STONE MULCH PLANTING AREAS TO RECEIVE MIN.6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	13,910 sf
1-05	4"-7" STONE MULCH PROVIDE 7" DEPTH OF STONE MULCH TOP DRESSING.	950 sf

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
1-07	BOULDERS - DECORATIVE	41
1-08	5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	344 lf

ISSUE DATE	PROJECT NUMBER
10/18/2021	UT21107

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

ALTITUDE LOFTS CONDOMINIUMS

PARK CITY, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

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LANDSCAPE ARCHITECT / PLANNER

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Landscape Architecture / Planning & Visualization
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LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
812812-5301
10/18/2021
ELECTRONIC SEAL
STATE OF UTAH

DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	10/18/2021

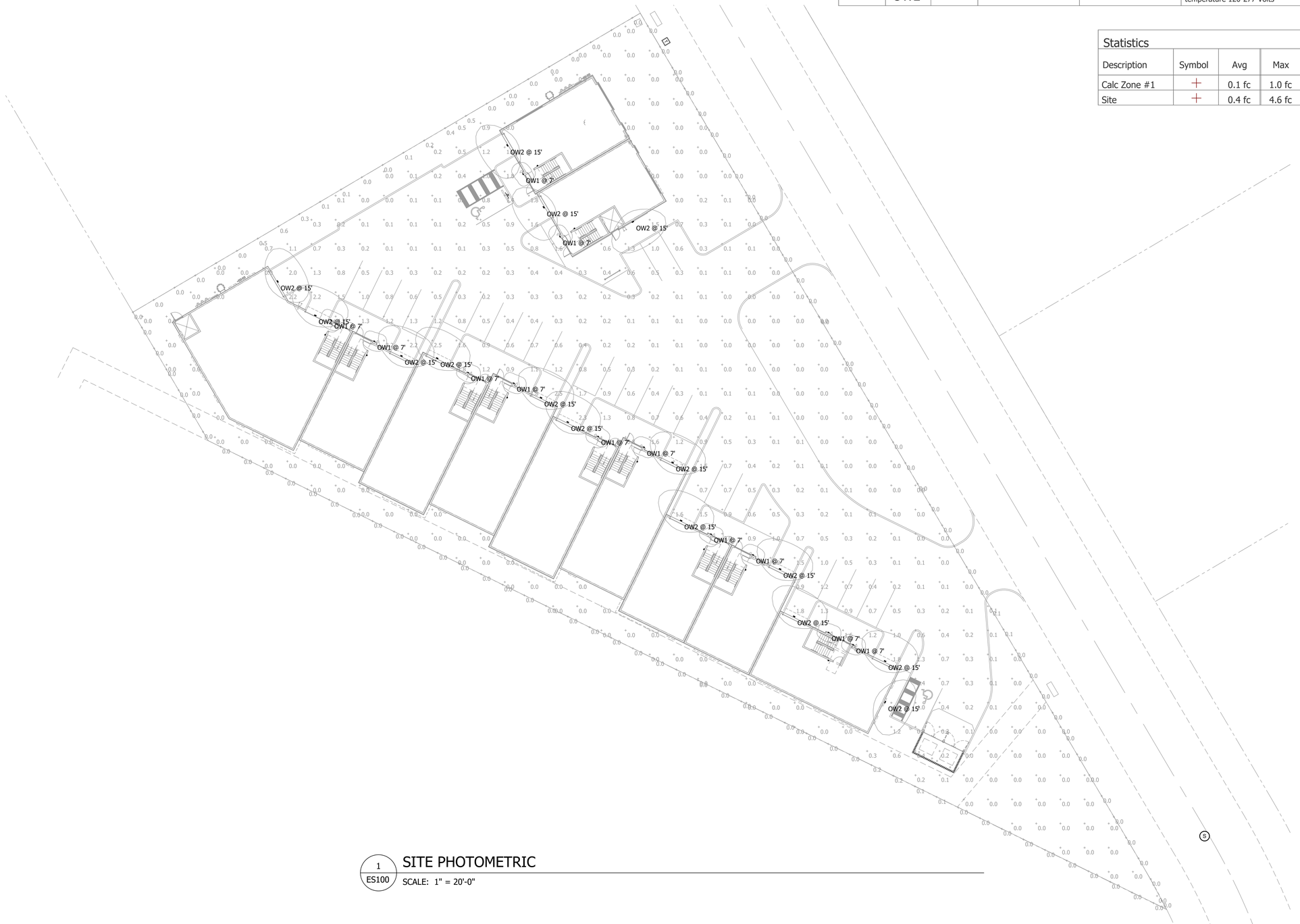
LANDSCAPE PLAN COLOR

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-COLOR

Schedule							
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Wattage
	OW1	11		CRT1510261101-025(003A), Model: 1648TT-LED	1648xx-LED	241	10.2
	OW2	17	Lithonia Lighting	WPX1 LED P1 30K Mvolt	WPX1 LED wallpack 1500lm 3000K color temperature 120-277 Volts	1537	11.49

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.1 fc	1.0 fc	0.0 fc	N/A	N/A
Site	+	0.4 fc	4.6 fc	0.0 fc	N/A	N/A



1 ES100 SITE PHOTOMETRIC

SCALE: 1" = 20'-0"

ALTITUDE LOFTS CONDOMINIUMS

SUMMIT COUNTY, UT

STAMP

REVISIONS

ROCKY MOUNTAIN CONSULTING ENGINEERS, INC.
2117 South 3600 West, Salt Lake City, UT 84119
(801) 566-0503 www.rmceut.com

PROJECT #:	21304
DRAWN BY:	ES
CHECKED BY:	MM/NF
DATE:	08/03/2021

(C) ROCKY MOUNTAIN CONSULTING ENGINEERS, INC. - 2021

SHEET TITLE:

PHOTOMETRIC PLAN

ES100

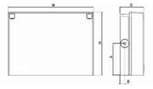
WPX LED
Wall Packs

Catalog Number

Notes

Type OW2

Specifications



Front View Side View

Luminaire	Height (H)	Width (W)	Depth (D)	Side Conduit Location		Weight
				A	B	
WPX1	8.1" (20.6 cm)	11.1" (28.3 cm)	3.2" (8.1 cm)	4.0" (10.3 cm)	0.6" (1.6 cm)	6.1 lbs (2.8kg)
WPX2	9.1" (23.1 cm)	12.3" (31.1 cm)	4.1" (10.5 cm)	4.5" (11.5 cm)	0.7" (1.7 cm)	8.2 lbs (3.7kg)
WPX3	9.5" (24.1 cm)	13.0" (33.0 cm)	5.5" (13.7 cm)	4.7" (12.0 cm)	0.7" (1.7 cm)	11.0 lbs (5.0kg)

Introduction

The WPX LED wall packs are energy-efficient, cost-effective, and aesthetically appealing solutions for both HID wall pack replacement and new construction opportunities. Available in three sizes, the WPX family delivers 1,550 to 9,200 lumens with a wide, uniform distribution.

The WPX full cut-off solutions fully cover the footprint of the HID glass wall packs that they replace, providing a neat installation and an upgraded appearance. Reliable IP66 construction and excellent LED lumen maintenance ensure a long service life. Photocell and emergency egress battery options make WPX ideal for every wall mounted lighting application.

Ordering Information

EXAMPLE: WPX2 LED 40K MVOLT DDBXD

Series		Color Temperature		Voltage		Options		Finish	
WPX1 LED P1	1,550 Lumens, 11W [1]	30K	3000K	MVOLT	120V – 277V	(blank)	None	DDBXD	Dark bronze
WPX1 LED P2	2,900 Lumens, 24W	40K	4000K	347	347V [1]	E4WH	Emergency battery backup, CEC compliant (4W, 0 C min) [2]	DWHXD	White
WPX2 LED	6,000 Lumens, 47W	50K	5000K			E14WC	Emergency battery backup, CEC compliant (14W, -20 C min) [2]	DBLXD	Black
WPX3 LED	9,200 Lumens, 69W					PE	Photocell [3]	Note : For other options, consult factory.	

Note: The lumen output and input power shown in the ordering tree are average representations of all configuration options. Specific values are available on request.

NOTES
1. All WPX wall packs come with 6kV surge protection standard, except WPX1 LED P1 package, which comes with 2.5kV surge protection standard. Add SPD6KV option to get WPX1 LED P1 with 6kV surge protection.
   Sample nomenclature: WPX1 LED P1 40K MVOLT SPD6KV DDBXD
2. Battery pack options only available on WPX1 and WPX2.
3. Battery pack options not available with 347V and PE options.

FEATURES & SPECIFICATIONS

INTENDED USE
The WPX LED wall packs are designed to provide a cost-effective, energy-efficient solution for the one-for-one replacement of existing HID wall packs. The WPX1, WPX2 and WPX3 are ideal for replacing up to 150W, 250W, and 400W HID luminaires respectively. WPX luminaires deliver a uniform, wide distribution. WPX is rated for -40 C to 40 C.

CONSTRUCTION
WPX feature a die-cast aluminum main body with optimal thermal management that both enhances LED efficacy and extends component life. The luminaires are IP66 rated, and sealed against moisture or environmental contaminants.

ELECTRICAL
Light engine(s) configurations consist of high-efficacy LEDs and LED lumen maintenance of L90/100,000 hours. Color temperature (CCT) options of 3000K, 4000K and 5000K with minimum CRI of 70. Electronic drivers ensure system power factor >90% and THD <20%. All luminaires have 4kV surge protection (Note: WPX1 LED P1 package comes with a standard surge protection rating of 2.5kV. It can be ordered with an optional 6kV surge protection).
All photocell (PE) operate on MVOLT (120V - 277V) input.

Note: The standard WPX LED wall pack luminaires come with field-adjustable drive current feature. This feature allows tuning the output current of the LED drivers to adjust the lumen output (to dim the luminaire).

INSTALLATION
WPX can be mounted directly over a standard electrical junction box. Three 1/2 inch conduit ports on three sides allow for surface conduit wiring. A port on the back surface allows pole-through conduit wiring on surfaces that don't have an electrical junction box. Wiring can be made in the integral wiring compartment in all cases. WPX is only recommended for installations with LEDs facing downwards.

LISTINGS
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. IP66 Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. International Dark Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

WARRANTY
5-year limited warranty. Complete warranty terms located at:
www.lithonia.acuitybrands.com/CustomerResources/Terms_and_conditions.asp

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25°C.
Specifications subject to change without notice.

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ATLANTIS OW1

1648BZ-LED

MEDIUM WALL MOUNT LANTERN

Atlantis features a minimalist design for the ultimate in urban sophistication. Constructed of solid aluminum and Dark Sky compliant, Atlantis provides a chic solution to eco-conscious homeowners.

DETAILS	
FINISH:	Bronze
MATERIAL:	Extruded Aluminum Body
GLASS:	Etched Lens

DIMENSIONS	
WIDTH:	6"
HEIGHT:	16"
WEIGHT:	4 lbs.
BACK PLATE:	4.5" Sq.
EXTENSION:	3.5"
TOP TO OUTLET:	13.75"

LIGHT SOURCE	
LIGHT SOURCE:	Integrated LED
LED NAME:	LC1-30 & LC2-60
WATTAGE:	15w LED *Included
VOLTAGE:	120v
COLOR TEMP:	3000
LUMENS:	1200
CRI:	96
INCANDESCENT EQUIVALENCY:	2 x 60w
DIMMABLE:	Yes - 0-10V Type Dimmer Only

SHIPPING	
CARTON LENGTH:	9"
CARTON WIDTH:	19"
CARTON HEIGHT:	6"
CARTON WEIGHT:	6 lbs.

PRODUCT DETAILS:

- Suitable for use in wet (outdoor direct rain or sprinkler) locations as defined by NEC and CEC. Meets United States UL Underwriters Laboratories & CSA Canadian Standards Association Product Safety Standards
- Meets California Energy Commission 2016 Title regulations/JA8
- Fixture is Dark Sky compliant and engineered to minimize light glare upward into the night sky.
- Fixture is ADA compliant and adheres to the standards and guidelines listed by the Americans with Disabilities Act.
- Equipped with a 120/277 universal driver. 0-10 dimming.
- 2 year finish warranty
- LED components carry a 5-year limited warranty
- Bold lines and a clean, minimalist style complement contemporary architecture

HINKLEY

HINKLEY
33000 Pin Oak Parkway
Avon Lake, OH 44012

PHONE: (440) 653-5500
Toll Free: 1 (800) 446-5539

hinkley.com

HINKLEY

ALTITUDE LOFTS CONDOMINIUMS

SUMMIT COUNTY, UT

STAMP

REVISIONS

ROCKY MOUNTAIN
CONSULTING ENGINEERS, INC.
2117 South 3600 West, Salt Lake City, UT 84119
(801) 566-0503 www.rmceut.com

PROJECT #:	21304
DRAWN BY:	ES
CHECKED BY:	MM/NF
DATE:	08/03/2021

(C) ROCKY MOUNTAIN CONSULTING ENGINEERS, INC. - 2021

SHEET TITLE:

PHOTOMETRIC PLAN DETAILS

ES101

Proposed Development of

Park City Business Center (Lot 2) - Altitude Lofts Condominiums

Park City, Utah

10.14.2021

Goliath Partners, LLC

Proposed Development of

Park City Business Center (Lot 2) - Altitude Lofts Condominiums

Park City, Utah

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Park City, Utah

10.14.2021

Goliath Partners, LLC

From: Duane Fielding <duanefielding@gmail.com>
Sent: Friday, April 1, 2022 10:45 AM
To: Stephen Nelson
Cc: Darwin Fielding; Brady Matheson
Subject: Objections and concerns for proposed plan commercial Restructure

Stephen
These are our concerns regarding the changes that the city is currently proposing for playing commercial zoning in reference to our piece of ground, 12 acres across the street from the new hospital just east.

Currently this piece is zoned mobile home Park on the north and planned commercial on the south. Together they have been approved by the city and engineered for an RV park.
Shortly after getting approval for an RV park the city also approved many other parcels within the city for RV park. This was concerning to us because it obviously makes it a saturated market for us.
The city has also requested us to put in a road through the property.
In January we started looking into other options for this property. We have established a new vision along with partners to fund the project based on The original 80-20% commercial requirement for the townhomes we want to build. We are prepared to submit a zone change for the north portion along with a Preliminary plat for townhomes, 20 townhomes per acre and 20% commercial. However, it is come to our attention that this change is in process and it is once again, making it difficult for the project to make financial sense.

We would propose;
as the city is requesting us to put in a road and Road placement is a natural 25%/75% split of the property, we would propose a variance or a condition where the city will allow a 25% commercial to 75% homes on this particular project. We feel like this is much better flow and a better fit for what is happening on that street.
This would alleviate the problem of yet another RV park being built within the city limits.
2.9 acres work/live commercial warehouse and 8.6 acres townhomes at 20 units per acre. Thanks for your time and consideration and let us know if you have any more questions.

Thanks,
Duane

Sent from my iPhone

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY SITE PLAN APPLICATION

For office use only: $200.00 Fee
File No. _____
Receipt No. _____

Name: Sky Mountain Properties Telephone: 435-668-0346

Address: 1173 S 250 W # 204 SAINT GEORGE, UT 84770 Fax No. _____

Email: darwinf08@gmail.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 200 N 2260 W Hurricane, UT

Tax ID of Subject Property: Parcel #: H-3-1-32-1102 Zone District: _____

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) _____

2.9 acres of commercial as Live/Work units and 8.6 acres of residential as 172 Townhomes

This application shall be accompanied by the following:

_x_ 1. A vicinity map showing the general location of the project.
____ 2. Three (3) copies of a site plan showing:
- ____ Topography showing 2' contours, identification of 30% or greater slopes:
- _x_ The layout of proposed uses.
- _x_ Location of open space when applicable.
- _x_ Proposed access to the property and traffic circulation patterns.
- ____ Adjoining properties and uses:
- ____ Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any.

_x_ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities.
_x_ 4. Tables showing the number of acres in the proposed development and a land use summary; and
____ 5. A phased development plan if applicable.
_x_ 6. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and the fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Received by: _____

Date application deemed to be complete: _____ Completion determination made by: _____

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF)

I (we),_____, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

_____
(Property Owner)

_____
(Property Owner)

Subscribed and sworn to me this _____ day of _____20___.

_____
(Notary Public)

Residing in: _____

My Commission Expires: _____

Agent Authorization

I (we),_____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s)_____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

_____
(Property Owner)

_____
(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20___.

_____
(Notary Public)

Residing in: _____

My Commission Expires: _____

PRELIMINARY SITE PLAN

PURPOSE

The site plan review process is established to encourage adequate advanced planning and assure a good quality environment for the City. Such procedure is intended to provide for orderly, harmonious, safe, and functionally efficient development consistent with priorities, values, and guidelines stated in the various elements of the Hurricane City General Plan, and the Land Use Ordinance, and to protect the general welfare of the community.

WHEN REQUIRED

The preliminary site plan review is only required on the following projects when the Zoning Administrator determines the scope of the project requires both the preliminary site plan and site plan approval.

a. Any multiple-family residential use.
b. Any public or civic use.
c. Any commercial use; or
d. Any industrial use.

The preliminary site plan is also required with a submittal of zone changes to Planned Development Overlay, or changes to an approved Planned Development Overlay.

A preliminary site plan is not intended to permit actual development of property pursuant to such plan but is prepared merely to represent how the property could be developed. Submittal, review, and approval of an application for a preliminary site plan shall not create any vested rights to development.

Upon approval of a preliminary site plan, the applicant may prepare and submit the greater level of detail required for a site plan review application, which is required before construction may commence.

PROCESS

The preliminary site plan is submitted to the Planning and Building Department approximately 1 week and 1 day by no later than 12:00 p.m. prior to a regularly scheduled Planning Commission meeting. During this time prior to the meeting, staff will review the plan, and prepare a report and recommendation for the Planning Commission. The Planning Commission at the public meeting will review the application and staff's report, and approve, approve with conditions, or deny the preliminary site plan.

APPEALS

Since there are no vested rights with the approval of a preliminary site plan, the matter is generally not appealed. However, if an appeal is made, it would be filed with the Clerk of the Board of Adjustment located in the Planning and Building Department and heard by the Board of Adjustment. The decision of the Board of Adjustment is final unless appealed to a court of competent jurisdiction within thirty (30) days from the date of decision of the Board of Adjustment.

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: $500.00 Fee
File No. _____
Receipt No. _____

Name: Sky Mountain Properties Telephone: 435-668-0346

Address: 1173 S 250 W # 204 SAINT GEORGE, UT 84770 Fax No. _____

Email: darwinf08@gmail.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 200 N 2260 W Hurricane, UT

Tax ID of Subject Property: Parcel #: H-3-1-32-1102 Existing Zone District: Mobile Home RV

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) _____

Planned Commercial. Too many RV parks in the market.

Submittal Requirements: The zone change application shall provide the following:

____a. The name and address of every person or company the applicant represents.
____b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
____c. All abutting properties showing present zoning classifications.
____d. An accurate legal description of the property to be rezoned.
____e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
____f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Application Complete: YES ____ NO ____

Date application deemed to be complete: _____ Completion determination made by: _____

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF)

I (we),_____, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

_____
(Property Owner)

_____
(Property Owner)

Subscribed and sworn to me this _____ day of _____20___.

_____
(Notary Public)

Residing in: _____

My Commission Expires: _____

Agent Authorization

I (we),_____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s)_____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

_____
(Property Owner)

_____
(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20___.

_____
(Notary Public)

Residing in: _____

My Commission Expires: _____

ZONE CHANGE APPLICATION (General Information)

PURPOSE

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the City's General Plan.

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.

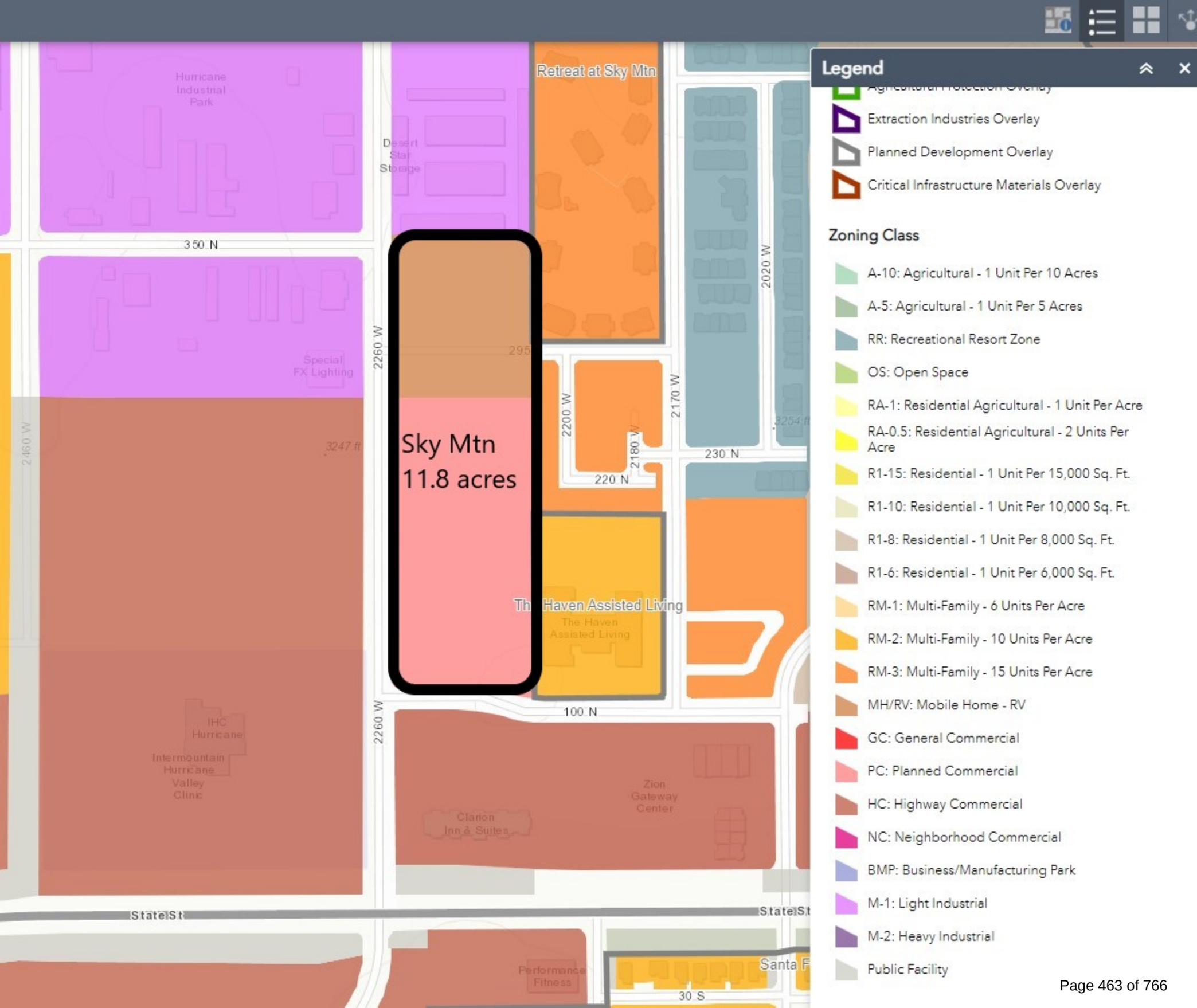
3. The extent to which the proposed amendment may adversely affect adjacent property; and

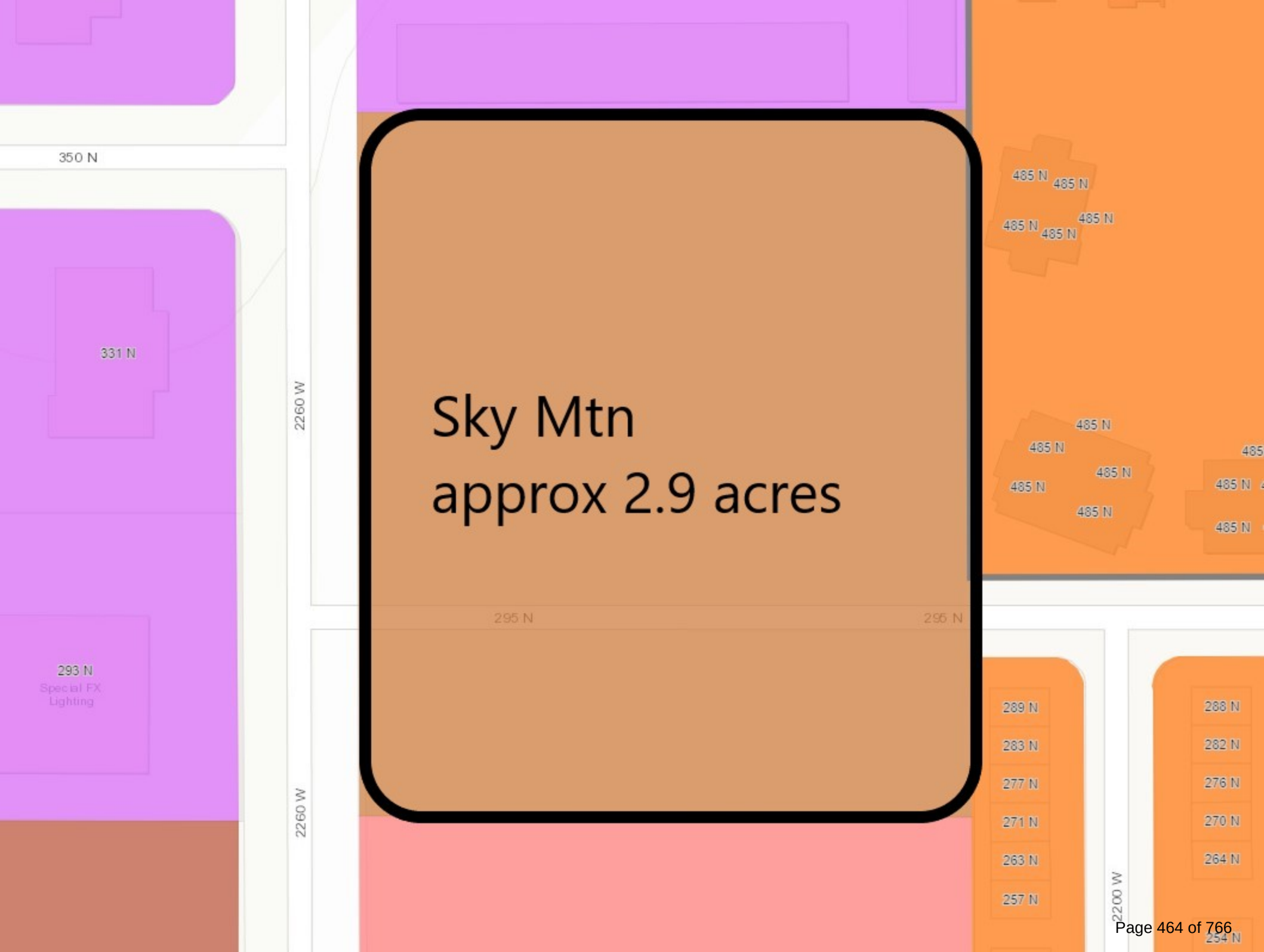
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and wastewater and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.


Legend
Extraction Industries Overlay
Planned Development Overlay
Critical Infrastructure Materials Overlay
Zoning Class
A-10: Agricultural - 1 Unit Per 10 Acres
A-5: Agricultural - 1 Unit Per 5 Acres
RR: Recreational Resort Zone
OS: Open Space
RA-1: Residential Agricultural - 1 Unit Per Acre
RA-0.5: Residential Agricultural - 2 Units Per Acre
R1-15: Residential - 1 Unit Per 15,000 Sq. Ft.
R1-10: Residential - 1 Unit Per 10,000 Sq. Ft.
R1-8: Residential - 1 Unit Per 8,000 Sq. Ft.
R1-6: Residential - 1 Unit Per 6,000 Sq. Ft.
RM-1: Multi-Family - 6 Units Per Acre
RM-2: Multi-Family - 10 Units Per Acre
RM-3: Multi-Family - 15 Units Per Acre
MH/RV: Mobile Home - RV
GC: General Commercial
PC: Planned Commercial
HC: Highway Commercial
NC: Neighborhood Commercial
BMP: Business/Manufacturing Park
M-1: Light Industrial
M-2: Heavy Industrial
Public Facility
Sky Mtn
11.8 acres
Retreat at Sky Mtn
Hurricane Industrial Park
Desert Star Storage
Special FX Lighting
The Haven Assisted Living
IHC Hurricane
Intermountain Hurricane Valley Clinic
Zion Gateway Center
Clarion Inn & Suites
Performance Fitness
350 N
100 N
220 N
230 N
30 S
2260 W
2200 W
2180 W
2170 W
2020 W
2460 W
State St
3247 ft
3254 ft


Sky Mtn
approx 2.9 acres
350 N
331 N
293 N
Special FX
Lighting
2260 W
2260 W
295 N
296 N
485 N
485 N
485 N
485 N
485 N
485 N
485 N
485 N
485 N
485 N
485 N
289 N
283 N
277 N
271 N
263 N
257 N
288 N
282 N
276 N
270 N
264 N
2200 W

(24"x36")
SCALE 1" = 40'
(11"x17")
SCALE 1" = 80'

H-HIP-25-RD
ZONED: M-1

H-HIP-26-RD
ZONED: M-1

NOTE:
-NEW WATER SERVICE: 1 1/2"
-NEW SEWER LATERAL: 4"

H-3-1-32-1103
ZONED: M-1

ZONED: HC

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
COGO FILE:	DATE:
REV. COGO FILE:	DATE:

K:\3-22-013-00 SKY MOUNTAIN TOWNHOMES\CAD\CONCEPT\UTILITY PLAN.DWG 4/1/2022 1:48 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

HURRICANE SKY MOUNTAIN

UTILITY PLAN

HURRICANE, UTAH

JOB NO. 3-22-013

SHEET NO. UT-01

COMMERCIAL
2.9 ACRES

2260 WEST

295 NORTH

POOL

SPA

CLUBHOUSE

100 NORTH

MAR. 29, 2022

HURRICANE SKY MOUNTAIN
SITE PLAN

8.6 ACRES FOR TOWNHOMES

172 TOTAL TOWNHOME UNITS
(20 UNITS PER ACRE)

344 GARAGE PARKING STALLS
58 SURFACE PARKING STALLS
402 TOTAL PARKING STALLS
(2.3 STALLS PER UNIT)

HURRICANE CITY
UTAH

STAFF COMMENTS

Ordinance 2022-04: Consideration and possible approval of a proposed **Zone Change Amendment request located at approximately 600 S 3500 W from R1-6, residential one unit per 6,000 square feet; R1-8, residential one unit per 8,000 square feet; R1-10, residential one unit per 10,000 square feet; R1-15, residential one unit per 15,000 square feet, to R1-6, residential one unit per 6,000 square feet and R1-8, residential one unit per 8,000 square feet**. Parcel number H-4-2-12-1102. D. R. Horton (Don Bean) Applicant. Adam Allen Agent.

Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-ZC-07 App
2. 2022-ZC-07 Map
3. Ordinance 2022-04 DR Horton Zone Change
4. 2022-ZC-07 DR Horton

ZONE CHANGE APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $500.00

For Office Use Only:
File No. 2021-ZC-07
Receipt No. 8.155613

Name: D.R. HORTON (DON BEAN) **Telephone:** 385-226-8859
12351 S GATEWAY PARK PLACE, D100
Address: DRAPER, UTAH 84020 **Fax No.** _____

Agent (If Applicable): ADAM ALLEN **Telephone:** 435-680-6711

Email: adam@alcsg.com

Address/Location of Subject Property: approx 600S 3500W

Tax ID of Subject Property: H-4-2-12-1102 **Existing Zone District:** R-1-10/R-1-15 R-1-6/R-1-8

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)
Proposed Zoning District is R-1-6 and R-1-8. The boundaries for the parcels being platted are off and we want to clean up the map to keep consistent zoning throughout the area. The Zoning that was done a little while ago followed proposed roads, that now have shifted during the design process.

Submittal Requirements: The zone change application shall provide the following:

- x a. The name and address of every person or company the applicant represents;
- x b. An accurate property map showing the existing and proposed zoning classifications;
- x c. All abutting properties showing present zoning classifications;
- x d. An accurate legal description of the property to be rezoned;
- x e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- x f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

****

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____

AFFIDAVIT
PROPERTY OWNER

STATE OF Arizona)
:ss
COUNTY OF Mohave)

I (we), Western Mortgage + Realty Co., being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

Western Mortgage & Realty Co.
(Property Owner)

(Property Owner) Tim. M Tippett, Vice Pres

Subscribed and sworn to me this 18th day of January 2022.

ALICE LOZOYA
Notary Public - Arizona
Mohave County
Commission # 602798
My Comm. Expires Apr 25, 2025

Alice Lozoya
(Notary Public)

Residing in: Arizona

My Commission Expires: April 25, 2025

Agent Authorization

I (we),_____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s)_____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

_____
(Property Owner)

_____
(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20___.

_____
(Notary Public)

Residing in:_____

My Commission Expires:_____

AMERICAN
★ LAND CONSULTING ★

DR HORTON SAND HOLLOW GATEWAY R-1-6 PARCEL

Beginning at a point that is on the East Line of Gateway Drive, as on file in the Washington County Recorder's Office, said point lies South 88°46'40" East 2651.36 feet along the North Section Line to the North Quarter Corner of Section 12; thence South 88°17'53" East along the North Section Line 852.38 feet and North 42.02 feet; from the Northwest Corner of Section 12, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Running

thence along the East Line of Said Gateway Drive the following three (3) Courses: 1) northwesterly along a 12.50 foot radius curve to the right, (long chord bears North 39°22'55" West a distance of 18.84 feet, center point lies North 01°42'07" East) through a central angle of 97°49'56", a distance of 21.34 feet, 2) North 09°32'02" East 1,545.68 feet and 3) northerly along a 2,545.00 foot radius curve to the left, (long chord bears North 06°06'43" East a distance of 303.83 feet, center point lies North 80°27'58" West) through a central angle of 06°50'39", a distance of 304.01 feet; thence South 88°39'15" East 1,510.19 feet to the West Line of the Future Flora Tec Drive; thence southerly along said West Line and a 368.68 foot radius non-tangent curve to the right, (long chord bears South 07°06'22" East a distance of 105.60 feet, center point lies South 74°39'37" West) through a central angle of 16°28'02", a distance of 105.96 feet; thence South 01°22'30" West along said Future West Line 1,740.88 feet to the North Line of Jellystone Way, as on file with the Washington County Recorder's office; thence southwesterly along said North Line a 12.50 foot radius curve to the right, (long chord bears South 46°32'18" West a distance of 17.73 feet, center point lies North 88°37'30" West) through a central angle of 90°19'37", a distance of 19.71 feet; thence North 88°17'53" West 1,745.37 feet to the point of beginning.

containing 3,039,598 square feet or 69.78 acres.

Basis of Bearings for this description is North 88°51'50" West 2657.22 feet between the Southeast Corner (NW Cor Sec 12) and the South Quarter Corner of Section 2, Township 42 South, Range 14 West.

Closure:
Northing Diff: 0.000149
Easting Diff: 0.001584
Azimuth: 264°37'53"
Error Distance 0.001591
Total Distance 6988.120
Ratio: 1/1000000+

AMERICAN
LAND CONSULTING

DR HORTON SAND HOLLOW GATEWAY R-1-8 PARCEL

Beginning at a point that is on the South Line of Jellystone Road, as on file in the Washington County Recorder's Office, said point lies South 88°46'40" East 2651.36 feet along the North Section Line to the North Quarter Corner of Section 12; thence South 88°17'53" East along the North Section Line 842.16 feet and South 35.02 feet; from the Northwest Corner of Section 12, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Running thence South 88°17'53" East along said South Line 1,747.09 feet; thence southeasterly along said South Line and a 19.50 foot radius curve to the right, (long chord bears South 43°33'23" East a distance of 27.45 feet, center point lies South 01°42'07" West) through a central angle of 89°29'00", a distance of 30.45 feet to the West Line of the Future Flora Tec Roadway; thence South 01°11'07" West along said West Line 1,178.36 feet to the North Line of Bash Parkway, as on file in the Washington County Recorder's Office; thence along said North Line the Following Five (5) Courses: 1) southwesterly along a 12.50 foot radius curve to the right, (long chord bears South 46°23'23" West a distance of 17.74 feet, center point lies North 88°48'53" West) through a central angle of 90°24'33", a distance of 19.72 feet, 2) North 88°24'20" West 1,262.13 feet, 3) westerly along a 358.00 foot radius curve to the right, (long chord bears North 79°31'15" West a distance of 110.58 feet, center point lies North 01°35'40" East) through a central angle of 17°46'09", a distance of 111.03 feet, 4) westerly along a 457.24 foot radius reverse curve to the left, (long chord bears North 79°42'52" West a distance of 144.29 feet, center point lies South 19°21'50" West) through a central angle of 18°09'23", a distance of 144.89 feet, and 5) North 88°47'33" West 339.24 feet to the Easterly Line of Gateway Drive, as on file in the Washington County Recorder's Office; thence along said East Line the following Four (4) Courses: 1) northwesterly along a 12.50 foot radius curve to the right, (long chord bears North 43°47'13" West a distance of 17.68 feet, center point lies North 01°12'27" East) through a central angle of 90°00'40", a distance of 19.64 feet, 2) North 01°13'07" East 160.67 feet, 3) northerly along a 4,955.00 foot radius curve to the right, (long chord bears North 05°22'35" East a distance of 718.48 feet, center point lies South 88°46'53" East) through a central angle of 08°18'55", a distance of 719.11 feet, 4) North 09°32'02" East 272.76 feet, and 5) northeasterly along a 19.50 foot radius curve to the right, (long chord bears North 50°37'04" East a distance of 25.63 feet, center point lies South 80°27'58" East) through a central angle of 82°10'05", a distance of 27.96 feet to the point of beginning.

Containing 2,223,816 square feet or 51.05 acres.

Basis of Bearings for this description is North 88°51'50" West 2657.22 feet between the Southeast Corner (NW Cor Sec 12) and the South Quarter Corner of Section 2, Township 42 South, Range 14 West.

Closure:
Northing Diff: 0.011932
Easting Diff: 0.007638
Azimuth: 32°37'23"
Error Distance 0.014167
Total Distance 6022.100
Ratio: 1/425076

LEGAL DESCRIPTIONS:

OVERALL R-1-6 PARCEL
BEGINNING AT A POINT THAT IS ON THE EAST LINE OF GATEWAY DRIVE, AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT LIES SOUTH 88°46'40" EAST 2651.36 FEET ALONG THE NORTH SECTION LINE TO THE NORTH QUARTER CORNER OF SECTION 12; THENCE SOUTH 88°17'53" EAST ALONG THE NORTH SECTION LINE 852.38 FEET AND NORTH 42.02 FEET; FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE EAST LINE OF SAID GATEWAY DRIVE THE FOLLOWING THREE (3) COURSES: 1) NORTHWESTERLY ALONG A 12.50 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 39°22'55" WEST A DISTANCE OF 18.84 FEET, CENTER POINT LIES NORTH 01°42'07" EAST) THROUGH A CENTRAL ANGLE OF 97°49'56", A DISTANCE OF 21.34 FEET, 2) NORTH 09°32'02" EAST 1,545.68 FEET AND 3) NORTHERLY ALONG A 2,545.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 06°06'43" EAST A DISTANCE OF 303.83 FEET, CENTER POINT LIES NORTH 80°27'58" WEST) THROUGH A CENTRAL ANGLE OF 06°50'39", A DISTANCE OF 304.01 FEET; THENCE SOUTH 88°39'15" EAST 1,510.19 FEET TO THE WEST LINE OF THE FUTURE FLORA TEC DRIVE; THENCE SOUTHERLY ALONG SAID WEST LINE AND A 368.68 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 07°06'22" EAST A DISTANCE OF 105.60 FEET, CENTER POINT LIES SOUTH 74°39'37" WEST) THROUGH A CENTRAL ANGLE OF 16°28'02", A DISTANCE OF 105.96 FEET; THENCE SOUTH 01°22'30" WEST ALONG SAID FUTURE WEST LINE 1,740.88 FEET TO THE NORTH LINE OF JELLYSTONE WAY, AS ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE A 12.50 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 46°32'18" WEST A DISTANCE OF 17.73 FEET, CENTER POINT LIES NORTH 88°37'30" WEST) THROUGH A CENTRAL ANGLE OF 90°19'37", A DISTANCE OF 19.71 FEET; THENCE NORTH 88°17'53" WEST 1,745.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,039,598 SQUARE FEET OR 69.78 ACRES.

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CONTAINING 2,223,816 SQUARE FEET OR 51.05 ACRES.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 88°51'50" WEST 2657.22 FEET BETWEEN THE SOUTHEAST CORNER (NW COR SEC 12) AND THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 14 WEST.

CURRENT R-1-6 ZONING
66.04 ACRES

CURRENT R-1-15 ZONING
PROPOSED R-1-6 ZONING
1.61 ACRES

CURRENT R-1-8 ZONING
PROPOSED R-1-6 ZONING
2.13 ACRES

CURRENT R-1-8 ZONING
44.65 ACRES

CURRENT R-1-10 ZONING
PROPOSED R-1-8 ZONING
6.40 ACRES

0 150' 300'
SCALE: 1" = 150'

BASIS OF BEARINGS
N 88°51'50" W 2657.22'
(COR. TO COR.)

S88°46'40"E 2651.36'
(COR TO COR)

SOUTH QUARTER CORNER SECTION 2, TOWNSHIP 42 SOUTH, RANGE 14 WEST SALT LAKE BASE AND MERIDIAN FOUND WASHCO ALUMINUM CAP

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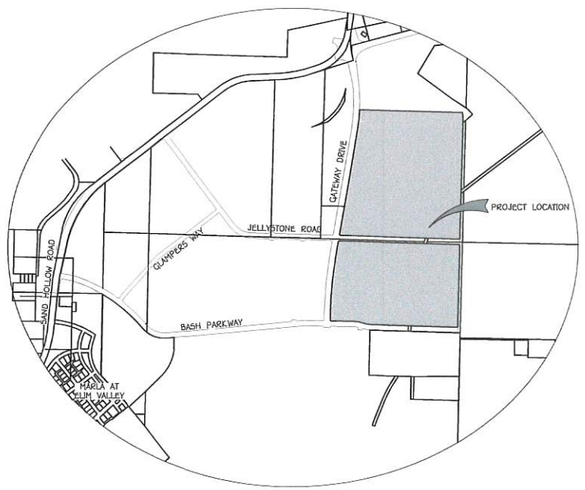

VICINITY MAP (N.T.S.)

REV.	DATE	REVISION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
LAND CONSULTING
1173 SOUTH 250 WEST, SUITE 502
ST. GEORGE, UT 84770

DATE:	1/15/2021
JOB #:	21-051
DRAWN BY:	ASA
CHECKED BY:	ASA

ZONE CHANGE PARCELS

SECTIONS 1&12, TOWNSHIP 42 S, RANGE 14 W SLB&M
HURRICANE, UTAH

SAND HOLLOW GATEWAY
EXHIBIT MAP

ZC-1

SHEET: 1 of 1

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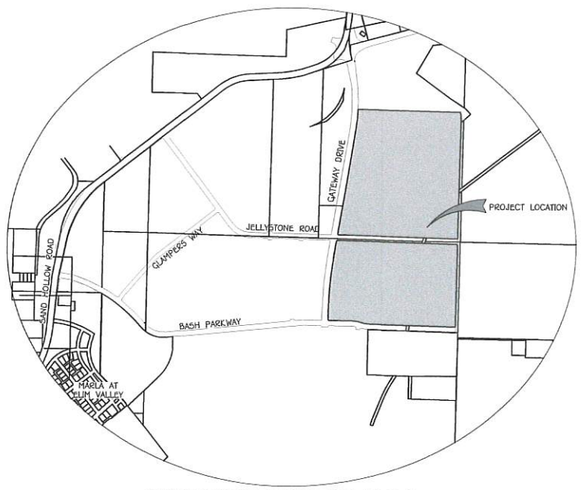

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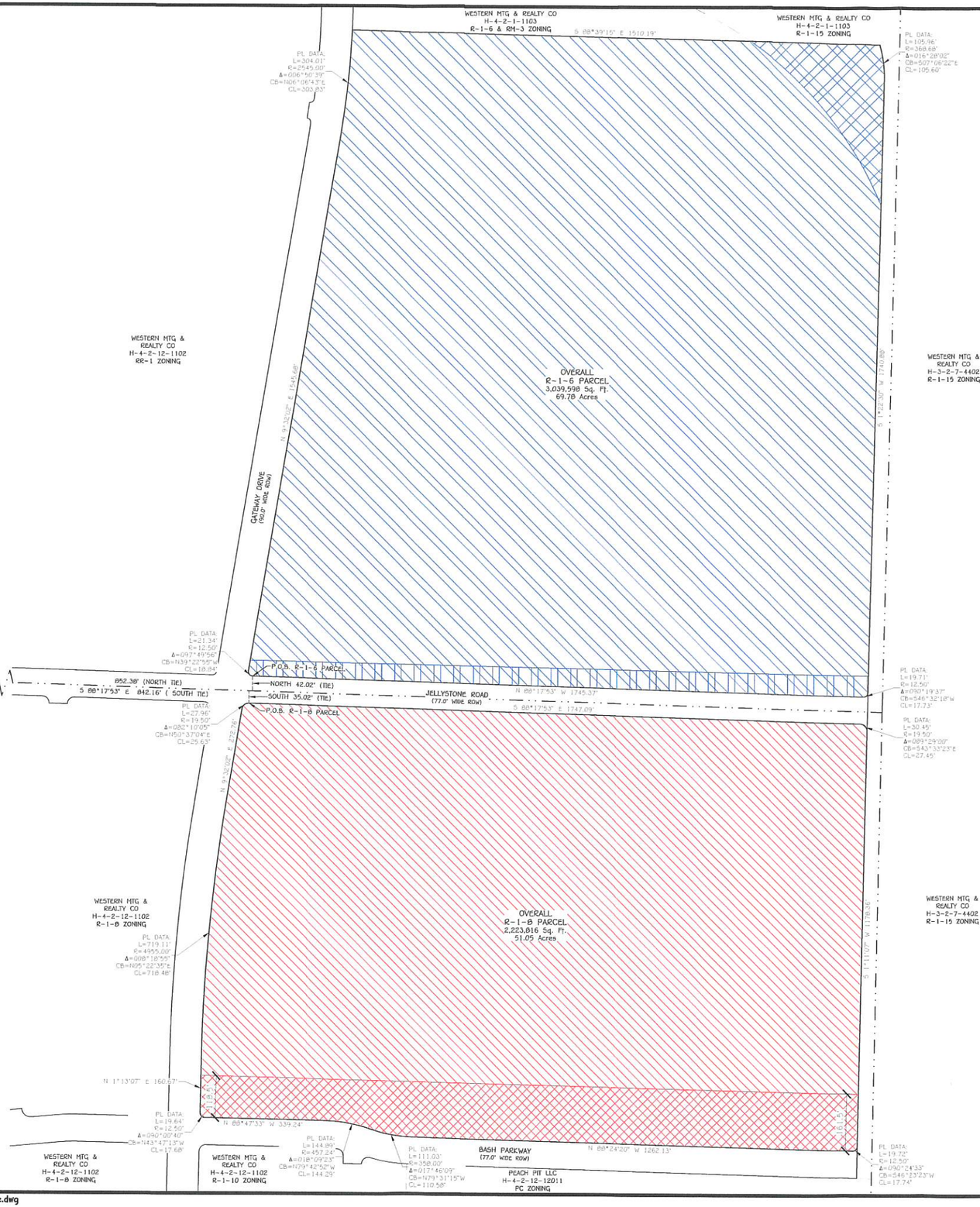

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN LAND CONSULTING
1173 SOUTH 250 WEST, SUITE 502
ST. GEORGE, UT 84770

REV.	DATE:	REVISION

DATE: 1/15/2021
JOB #: 21-051
DRAWN BY: ASA
CHECKED BY: ASA

ZONE CHANGE PARCELS

SECTIONS 1&12, TOWNSHIP 42 S, RANGE 14 W SLB&M
HURRICANE, UTAH

SAND HOLLOW GATEWAY

EXHIBIT MAP

ZC-1

SHEET: 1 of 1

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ORDINANCE NO 2022-__

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCELS H-4-2-12-1102 FOR SECTION OF R1-15, R1-10, R1-8 TO R1-6 AND R1-8

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries,

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, with the approval of the Sand Hollow Gateway PID, the roadway alignment have slightly changed and the City generally prefers zoning boundaries to follow roadways, landmarks, or parcel boundaries; and

WHEREAS, the Planning Commission gave a positive recommendation for the zone change subject that zone change

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

1. That portions of PARCEL H-4-2-12-1102 be rezoned as shown in the following legal description attached in Exhibit A.

PASSED AND APPROVED on this 3rd day of March 2022.

Hurricane City

_____
Mayor

Attest:

_____
Cindy Beteag, City Recorder

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**03/03/2022**
Application Number:	2021-ZC-04
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	D. R. Horton (Don Bean)
Agent:	Adam Allen
Request:	A Zone Change Request from R1-6, R1-8, R1-10, and R1-15 to R1-6 and R1-8
Location:	Approximately 600 S and 3500 W
Zoning:	R1-6, R1-8, R1-10, and R1-15
General Plan Map:	Planned Community

Planning Commission Recommendation
The Planning Commission gave a positive recommendation on the proposed zone change.

Discussion:
The applicant is seeking zone change to clean up the zone boundaries within the Sand Hollow Gateway PID. There are a few discrepancies within this property between the zone boundaries passed by the City Council in December 2019 and the approved PID roadways through the area. This change will bring the zone map and the PID plans into compliance with each other. The total area being changed is 10.01 acres of the 120.83 acres of property

	Zoning	Adjacent Land Use
North	RM-3	Proposed Elim Valley Apartments
East	R1-15	Undeveloped, later phase of Sand Hollow Gateway PID
South	PC, R1-10, RA-1	Agricultural uses and undeveloped space
West	RR, R1-8 PDO	Undeveloped, Sand Hollow Gateway resort and Cadence Active Adult community

JUC Comments

1. **Power:** PID improvements needs to get out to this property
2. **Water:** No concerns
3. **Streets:** No concerns
4. **Sewer:** No concerns
5. **Engineering:** No concerns
6. **Fire:** No concerns just far from a fire station currently
7. **Gas/Cable/Water Conservancy:** No concerns

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as a Planned Community:

Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.

This area is already part of a larger master planned community with services being provided through the PID. This is a minor change that does not siginficantly differ from the City Council's intentions when approving the original zone change in 2019. Considering the changes will line up the zone boundaries with the boundaries of the approved neighboring developments which seems to be in line with those intentions.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: Most of the area is undeveloped. The Sand Hollow Gateway PID and Master Plan govern this area and call for a variety of similar uses in this area.

3. Will the proposed amendment affect the adjacent property?

Response: The total area being changed in this zone change is 10.01 acres. There may be a minor increase in the effect on the Peach Pit property but they also plan to develop in the near future. All the other surrounding properties will be part of the Sand Hollow Gateway PID master plan community.

4. Are public facilities and services adequate to serve the subject property?

Response: There are currently no services in the area but the Sand Hollow Gateway PID is planning to provide services to the area. Construction drawings have been submitted to the City.

Findings:
Staff makes the following findings:

1. The proposed amendment is generally compatible with the current General Plan's map and goals.
2. The proposed amendment is generally in harmony with the overall character of the approved development surrounding it, but there is almost no development adjacent to the property right now.
3. The proposed amendment will have an impact on the area but it is as anticipated in the Sand Hollow Gateway area
4. The services are currently not adequate for the development but are planned to be with the Sand Hollow Gateway PID.
5. Generally speaking, staff would recommend that zoning boundaries follow landmarks, roadways, or property lines in order to provide clarity in zoning map interpretation. See *Hurricane City Code 10-11-4. - Rules for locating zone boundaries.*

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and considers residents' comments. Staff would recommend approval of this zone change based on staff and JUC comments.

ACKNOWLEDGEMENT OF WATER SUPPLY

This is a form intended to be signed by developers stating before approval of a development application, and or any building permit. The applicant may be required to obtain a will serve letter from the WCWCD guaranteeing water service for the applicant.

Water Board recommendation to the City Council was to approve the water acknowledgment statement to be required as part of the land use application.

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, _____ am/are the applicant(s) of the application known as _____ located on parcel(s) _____ within the Hurricane City, Washington County, Utah.

By my/our signature(s) below I/we do hereby acknowledge and agree to the following:

1. Approval of a development application by the City does not guarantee that sufficient water will be available to serve the zone, project, or permit for which this application is being submitted; and

2. Prior to receiving final approval for the application, and/or any building permit, the applicant may be required by Hurricane City to provide a guarantee of water service through a "Will Serve" letter from the Washington County Water Conservancy District ("District") which verifies that there is a sufficient water supply and guarantee of water for the application; and

3. For any application which may be approved without the "Will Serve" letter from the District, the applicant assumes the entire risk of water availability for the project and/or application.

Signature(s):

_____	_____	_____
Name	Applicant/owner	Date
_____	_____	_____
Name	Applicant/owner	Date
_____	_____	_____
Name	Applicant/owner	Date
_____	_____	_____
Name	Applicant/owner	Date
_____	_____	_____
Name	Applicant/owner	Date

ZONE CHANGE APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $500.00

For Office Use Only:
File No. 2022-ZC-01
Receipt No. 8-154844

Name: Calypso Ridge Properties **Telephone:** 801-648-8229

Address: 5500 S Holiday Blvd, Holladay, UT 84117 **Fax No.** _____

Agent (If Applicable): Karl Rasmussen **Telephone:** 435-668-8307

Email: matt@lowecompanies.com **Agent Email:** karl@pu-eng.com

Address/Location of Subject Property: Approx. 4700 S + 2600 W

Tax ID of Subject Property: H-3-2-32-330 H-3-2-32-321 **Existing Zone District:** RA-1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)
To change zoning to R1-10 to build a residential neighborhood

Submittal Requirements: The zone change application shall provide the following:

- ✓ a. The name and address of every person or company the applicant represents;
- ✓ b. An accurate property map showing the existing and proposed zoning classifications;
- ✓ c. All abutting properties showing present zoning classifications;
- ✓ d. An accurate legal description of the property to be rezoned;
- ✓ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ✓ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

****

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____

ZONE CHANGE APPLICATION (General Information)

PURPOSE

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the City's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report, and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF)

I (we), Matt Lowe, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

Calypso Ridge Properties LLC
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 1st day of Sept 2021.

Lisa Woolsey
(Notary Public)

Residing in: Morgan, Ut

My Commission Expires: 9/17/2022

LISA WOOLSEY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 702364
COMM. EXP. 09/17/2022

Agent Authorization

I (we), Matt Lowe, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Kart Rasmussen to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Calypso Ridge Properties LLC
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 1st day of Sept 2021.

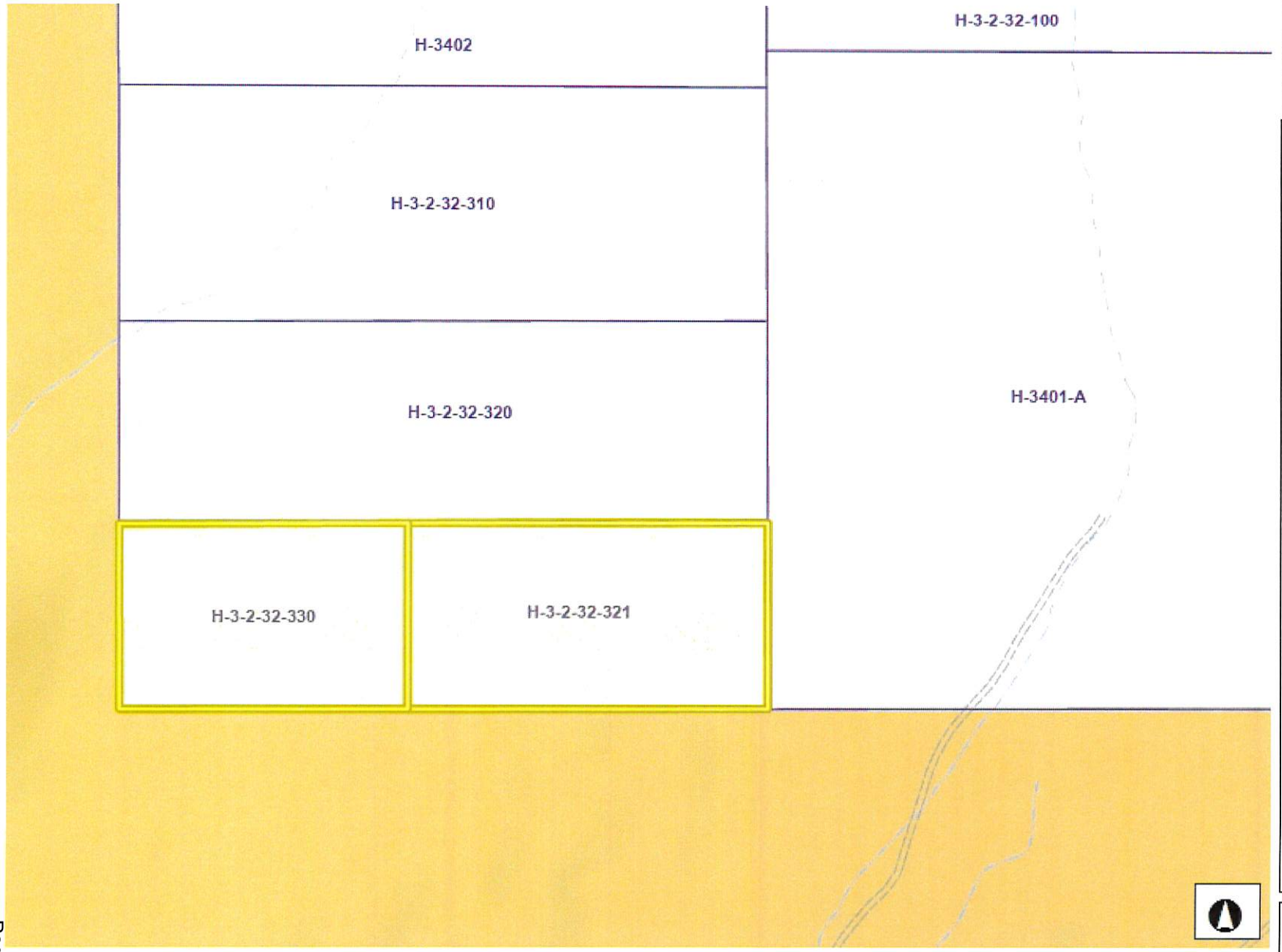
Lisa Woolsey
(Notary Public)

Residing in: Morgan, Ut

My Commission Expires: 9/17/2022

LISA WOOLSEY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 702364
COMM. EXP. 09/17/2022

Calypso Ridge Zone Change



Legend

- Parcels
- Ownership
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management Wilde
  - National Park Service
  - Shivwits Reservation
  - Utah Division of Wildlife Resources
  - Utah Division of Transportation
  - State Park
  - State of Utah
  - Washington County
  - Municipally Owned
  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

Notes

1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

ZONE CHANGE FOR:
CALYPSO RIDGE PROPERTIES

LOCATED IN SECTION 32, T42S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH

LEGEND

PROPERTY LINE

RA-1: RESIDENTIAL AGRICULTURAL – 1 UNIT PER ACRE
(PROPOSED ZONE CHANGE FROM RA-1 TO R1-10)
R1-10: RESIDENTIAL – 1 UNIT PER 10,000 SQ. FT

A CALYPSO RIDGE PROPERTIES LLC – PARCEL: H-3-2-32-310
B CALYPSO RIDGE PROPERTIES LLC – PARCEL: H-3-2-32-320
C CALYPSO RIDGE PROPERTIES LLC – PARCEL: H-3-2-32-330
D CALYPSO RIDGE PROPERTIES LLC – PARCEL: H-3-2-32-321
E TWIN VENTURES LLC – PARCEL: H-3401-A
F COPPER ROCK PROPERTIES LC – PARCELS: H-3-2-32-100
G FIREBIRD LLC – PARCEL: H-3402

N
W E
S
500 0 500
SCALE IN FEET

NARRATIVE

THE PURPOSE OF THIS ZONE CHANGE IS TO CHANGE PARCELS H-3-2-32-310 & H-3-2-32-320 FROM ZONE RA-1 TO ZONE R1-10.

H-3-2-32-310 DESCRIPTION

BEGINNING AT A POINT S1°08'24"W, 135.16 FEET ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 32, T42S, R13W, SLB&M, RUNNING THENCE S88°44'22"E, 2571.55 FEET; THENCE S0°59'20"W, 937.11 FEET; THENCE N88°59'25"W, 2574.03 FEET TO A POINT ON THE WEST LINE OF SECTION 32; THENCE N1°08'24"E, 948.38 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 2,409,010.99 SQ. FT. OR 55.68 ACRE.

REFERENCED FROM WARRANTY DEED, DATED 9/03/2021, PARCEL H-3-2-32-310, FILE 20210058835

ZONE CHANGE IS REQUESTED BY CALYPSO RIDGE PROPERTIES TO BE REZONED FROM RA-1 (RESIDENTIAL AGRICULTURAL-1 UNIT PER ACRE) TO R1-10 (RESIDENTIAL-1 UNIT PER 10,000 SQ. FT).

H-3-2-32-320 DESCRIPTION

BEGINNING AT A POINT S1°08'24"W, 1083.52 FEET ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 32, T42S, R13W, SLB&M, RUNNING THENCE S88°59'25"E, 2574.03 FEET; THENCE S0°59'20"W 806.87 FEET; THENCE N88°59'25"W, 2576.16 FEET TO A POINT ON THE WEST LINE OF SECTION 32; THENCE N1°08'24"E, 806.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,077,812 SQ. FT. OR 47.70 ACRE.

REFERENCED FROM WARRANTY DEED, DATED 8/31/2021, PARCEL H-3-2-32-320, FILE 20210057877

ZONE CHANGE IS REQUESTED BY CALYPSO RIDGE PROPERTIES TO BE REZONED FROM RA-1 (RESIDENTIAL AGRICULTURAL-1 UNIT PER ACRE) TO R1-10 (RESIDENTIAL-1 UNIT PER 10,000 SQ. FT).

H-3-2-32-330 DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32, T42S, R13W, SLB&M, RUNNING THENCE N1°08'24"E, 760.52 FEET ALONG THE SECTION LINE; THENCE S88°59'25"E, 1143.20 FEET; THENCE S1°06'01"W, 760.52 FEET TO A POINT ON THE SOUTH LINE OF SECTION 32; THENCE N88°59'25"W, 1143.73 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 869,457 SQ. FT. OR 19.96 ACRE.

REFERENCED FROM WARRANTY DEED, DATED 9/7/2021, PARCEL H-3-2-32-330, FILE 20210059119

ZONE CHANGE IS REQUESTED BY CALYPSO RIDGE PROPERTIES TO BE REZONED FROM RA-1 (RESIDENTIAL AGRICULTURAL-1 UNIT PER ACRE) TO R1-10 (RESIDENTIAL-1 UNIT PER 10,000 SQ. FT).

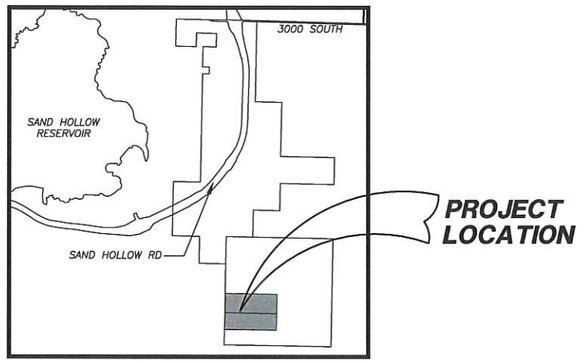
H-3-2-32-321 DESCRIPTION

BEGINNING AT A POINT N88°59'25"W, 62.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 32, T42S, R13W, SLB&M, RUNNING THENCE N88°59'25"W, 1434.44 FEET ALONG THE SECTION LINE; THENCE N1°06'01"E, 760.52 FEET; THENCE S88°59'25"E, 1432.96 FEET; THENCE S0°59'20"W, 760.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,077,812 SQ. FT. OR 47.70 ACRE.

REFERENCED FROM WARRANTY DEED, DATED 9/3/2021, PARCEL H-3-2-32-321, FILE 20210058815

ZONE CHANGE IS REQUESTED BY CALYPSO RIDGE PROPERTIES TO BE REZONED FROM RA-1 (RESIDENTIAL AGRICULTURAL-1 UNIT PER ACRE) TO R1-10 (RESIDENTIAL-1 UNIT PER 10,000 SQ. FT).



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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers · Land Surveyors · Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

ZONE CHANGE FOR:
CALYPSO RIDGE PROPERTIES
5500 S HOLIDAY BLVD, HOLLADAY, UT 84117
LOCATED IN SECTION 32, T42S, R13W, S.L.B.&M.

DATE: 9-13-2021
SCALE: 1"=500'
JOB NO.
642-003
SHEET NO.
1

ZONE CHANGE

DEVELOPMENT AGREEMENT
FOR
CALYPSO RIDGE ZONE CHANGE

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2021 (the "Effective Date"), by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and Calypso Ridge Properties , a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 103.38 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On November 4, 2021, the City Council approved a zone change as shown in Exhibit B with the conditions laid out within this agreement.

C. Developer 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 the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Washington County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the

rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

I. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of an underlying zone of shown on EXHIBIT B and (ii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates from the zoning approved in EXHIBIT B as permitted by the aforementioned zoning designations for the Property. Except as otherwise approved in writing by City.

3. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances and Design Standards, including, but not limited to infrastructure construction, setback requirements, minimum lot sizes, building height requirements, lot coverage requirements and all other zoning requirements.

a. Owner/Developer understands, acknowledges and specifically agrees that: (a) power, water, and other utility services to the Property are not currently available and have not been extended to the Property, (b) the granting of this zone change does not in any way guarantee or warrant the availability and extension of power and water utility services to the Property, (c) no application for any permit requiring the availability and extension of power or water service, and no other request requiring the availability and extension of power and water services, shall be filed or made until such time that such services are available and have been extended to the Property, and (d) Owner/Developer assumes all risk and liability associated with any development activity on the Property, including but not limited to all costs incurred for engineering, feasibility studies, etc., in the event that such services do not become available and are not extended to the Property.

b. Adequate Public Facilities. The City may deny any land use application for any development on the property, including but not limited to preliminary

plats, building permits, zone changes, and preliminary site plans by finding that utilities and roadways are 1) inadequate to support the proposed development or 2) services are not in the vicinity of the proposed application. The City may consider approval of a project if the applicant can show that current utility and roadway systems are adequate to meet the demand for the project and the applicant can provide a plan on how to reasonably connect utilities and roadways to the proposed development according to Hurricane City standards.

c. Acceptance of Improvements: The City shall accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the City's standards and as shown on the approved construction drawings. Prior to the construction of any road, utility, or public improvements within the Project, the City shall review proposed construction drawings and require adjustments or changes to meet the requirements of this Agreement and applicable City standards. The City shall cooperate and allow Developer to construct the Offsite Improvements, and the City shall accept Developer's dedication of the Offsite Improvements. The City shall only accept improvements once improvements have been installed, inspected by the City or its representative, and a warrantee bond has been provided by Developer.

d. Unless otherwise specifically approved by the City Council and clearly labeled on the final subdivision plat, all roads within the Project shall be public roads. Upon final acceptance of such roads as having been constructed in conformity with all approved plans and City standards, City shall be responsible for maintenance of the roads at the same level of maintenance applicable to other similar roads within the City. City shall not be responsible for maintenance of any private road within the Project.

4. Reimbursement for Improvements. Developer and Hurricane City may enter into an agreement whereby the developer is reimbursed by the City for the cost of constructing eligible public facilities. All reimbursement agreements shall comply with Hurricane City Code 9-6.

5. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

i. Examples of Exceptions to Vested Rights. Notwithstanding the foregoing, the Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

2. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

b. Reserved Legislative Powers. The 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 of the police powers, such legislation shall not modify the Developer's vested right

as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law. Notwithstanding the foregoing, the City reserves the right to enact an ordinance in accordance with Utah Code Ann. §10-9a-504 establishing a temporary land use regulation for any part or all of the area within the municipality, including area within the Project, which prohibits or regulates issuance of any building permit or the erection, construction, reconstruction or alteration of any building or structure or any subdivision approval if the City Council makes a finding of compelling countervailing public interest in accordance with Utah and federal law after notice to Developer and an opportunity to be heard.

6. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

7. Default and Remedies. Failure of a party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other party shall constitute a default ("**Default**") by such failing party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Such notice shall specify the nature of the alleged Default and the manner in which such Default may be satisfactorily cured, if possible. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

a. In the event of an uncured Default, the non-defaulting party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and /or injunctive relief, but not monetary damages. All rights and remedies under this Agreement, and /or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

b. If City elects to consider terminating this Agreement due to a Default by Developer, then City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a

material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

8. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which City may elect to terminate the agreement in accordance with Section 8 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or City ordinances, (c) the Developer's failure to comply with the requirements of any Section above, or (d) Developer's failure, without good cause as determined in good faith by City, for a period of five (5) years to commence construction of improvements in any new development phase or new Development Parcel. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

9. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

To the City: City of Hurricane
Attention: Fay Reber, City Attorney
68 S. 700 W.
Hurricane, UT 84737

10. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its

successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

11. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

12. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

13. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

14. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

15. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

16. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF HURRICANE

ATTEST:

By: _____
City Recorder

By:_____
Mayor

DEVELOPER:

By: _____
Name:
Title: _____

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 202_, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of_____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public
Residing at:

EXHIBIT A

Legal Description Parcel:

EXHIBIT B
Zoning Amendment

ORDINANCE NO 2021-01

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCELS H-3-2-32-330 AND H-3-2-32-321 FROM RA-1 TO R1-10

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries,

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the Planning Commission gave a positive recommendation subject to the approval of a development agreement to mitigate utility concerns.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

1. That H-3-2-32-330 and H-3-2-32-321 be rezoned to R1-10 as shown in the following attachments
2. That the property zone change is subject to the attached Development Agreement and that the zone change does not take place until the Development Agreement has been signed by both the City and Developer and recorded at the County Recorders Office.

PASSED AND APPROVED on this 3rd day of February 2022.

Hurricane City

_____
Mayor

Attest:

_____
Cindy Beteag, City Recorder

DISSENTING RECOMMENDATION OF THE HURRICANE CITY PLANNING COMMISSION TO THE HURRICANE CITY COUNCIL

RE: **Calypso Ridge Development;**
Application No. 2022-ZC-01;
Zone change request from RA-1 to R1-10 located at approximately 4700 South and 2600 West;
Parcels H-3-2-32-330, H-3-2-32-321.

DATE: **January 26, 2022**

DISSENTING RECOMMENDATION

The Planning Commission recommended approval of the zone change request on a 5 to 2 split vote. This dissenting recommendation recommends that the City Council DENY the proposed zone change amendment based on the findings set forth below.

FINDINGS

1. Public facilities and services are not adequate to serve the subject property.
    a. One of the four required considerations for a zone change is the "adequacy of facilities and services intended to serve the property, including, but not limited to, roadways, parks and recreation facilities, police and fire protections, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection."
    b. The City's staff report on the application notes that: "There are currently almost no services in the area."
    c. The City's Joint Utility Commission ("JUC") made the following comments regarding the application:
        i. Power: Limited power in the area and this will add on to it (the issue with limited power). No lines in the area.
        ii. Water: There is no water in the area.
        iii. Streets: There is no access currently.
        iv. Fire: There is no access—need roadways, water, ect.
    d. The north-south corridors between the subject property and the City center are inadequate to support additional traffic that will result from increased density. Specifically, the most direct route between the subject property and the City center includes 700 West and 1100 West, both of which include large sections that are narrow and lack walking space and normal right-of-way improvements to accommodate the increased traffic.
    e. Continuing to grant zone changes for properties that lack adequate services and infrastructure—and which will likely result in future increased costs to the City's taxpayers—is not a wise policy decision.

///

2. A development agreement is insufficient to replace the zone change ordinance requirements because development agreements generally do not address police protection, fire protection, and roadways outside of the subject property.
    a. The prior City Council was open to granting zone changes subject to a development agreement that required certain utilities to be in place before development. Although this approach is somewhat better than granting a zone change with no conditions, it is inadequate to fully address the considerations required by the zone change ordinance, as explained further below.
    b. The zone change ordinance requires consideration of the adequacy of not only water and power, but also roadways and police and fire protection. The remote location of the property makes emergency response times a concern. If the City approves these higher density developments in this remote location, it will soon face pressure to increase and expand its emergency response capabilities for this area, which will increase the cost to the City and its taxpayers.
    c. If the Council wishes to circumvent the zone change ordinance with a development agreement, then the agreement should require that no development can occur until the Council is satisfied and has voted (after a recommendation from the fire district and the police department) that the services and emergency response times are adequate for this remote area.
    d. Also, the lack of adequate roads is a concern. A development agreement generally will not require a developer to improve roadways outside of the proposed development, but these are some of the roadways that are lacking as discussed above. If the City approves these higher densities, the City will soon face pressure to improve the roadways to access the developments, with the taxpayers bearing this cost.
    e. Of course, these technical contractual issues in a development agreement could be avoided if the City Council would apply the zone change ordinance as it presently exists and decline to grant zone changes for additional density until adequate services and roads exist to service the property.

3. A course correction is necessary at this time.
    a. It is recognized that other properties in the area south of 3000 South have received zone changes over the last few years. However, as a result of recent zone changes and resulting development, facilities and services are now inadequate to support additional density in the area until the City's electrical grid, roadways, emergency response services, and other City services are improved and expanded.
    b. Each request for a zone change should be evaluated on its own merits.
    c. Prior zone changes should not be used to justify additional zone changes; rather, as a result of prior zone changes and resulting development, future zone changes south of 3000 South should be denied until the City's infrastructure service capabilities can catch up to the development and the remaining criteria for a zone change can be met.

APPROVAL

This Dissenting Recommendation is made by Commissioner Dayton Hall.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**4/7/2022**
Application Number:	2022-ZC-01
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Calypso Ridge Properties
Agent:	Karl Rasmussen
Request:	A Zone Change Request from RA-1 to an R1-10 Zone.
Location:	4700 S and 2600 W
Zoning:	RA-1
General Plan Map:	Single-Family

Update:
The City Council continued this item on February 2, 2022 until the Council could review and make a decision on the Bench Lake Public Infrastructure District. Now that the City Council has approved the creation of the Bench Lake PID, the applicant has asked that this zone change be brought back for consideration.

Planning Commission Recommendation
The Planning Commission gave a positive recommendation on the proposed zone subject to comments from JUC and staff and the conditions as contained within the attached development agreement. This motion was approved five to two.

A dissenting opinion has been submitted by Dayton Hall, the Chair of the Planning Commission. It has been attached to this report.

Discussion:
The applicant is seeking a zone change on 45 acres from RA-1 zoning to R1-10 zoning. The applicant came in last year to get a zone change on the two parcels immediately to the north from RA-1 to R1-10 subject to a development agreement that limits the applicant's ability to develop the project until utilities are available on the property; this would be an addition to that development. This would bring the Calypso Ridge development from 103 acres to 148 acres.

	Zoning	Adjacent Land Use
North	R1-10 and R1-10 PDO	Undeveloped. Calypso Ridge and Silver Flats are planned to the north. Sand Hollow Mesa further north and to the west

East	R1-10 and R1-10 PDO	Undeveloped. Silver Flats and Solaroca planned.
South	None	Outside of city limits. Undeveloped BLM Land
West	None	Outside of city limits. Undeveloped BLM Land

Zone Change Consideration
To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:
E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:

1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

3. The extent to which the proposed amendment may adversely affect adjacent property; and

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as a future Single Family Residential:

Residential neighborhoods characterized by single-family homes. These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6.

The applicant is proposing an R1-10 zone, which complies with the General Plan Map. There are limited utilities and other "supporting community uses" in the area that are planned to be brought in with other phases of the development.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: Most of the area is undeveloped, but most of the surrounding area is planned for developments of similar density and nature including the development to the north that this is a planned addition to.

3. Will the proposed amendment affect the adjacent property?

Response: Yes, it will have some impact on the area. However, the planned impact will be minimal compared to the impacts of the other developments in the area including the other parts of this development.

4. Are public facilities and services adequate to serve the subject property?

Response: There are currently almost no services in the area. Several larger developers in the area, including Calypso Ridge, have a number of plans for getting utilities into this area. Staff would recommend that the previously approved Calypso Ridge Development Agreement be updated to include these parcels.

JUC Comments:

1. **Power:** Limited power in the area and this will add on to it. No lines in the area
2. **Water:** No water in the area. Might depend on PID
3. **Streets:** No access currently
4. **Sewer:** No lines in the area
5. **Engineer:** Property lines do not match other property lines in the area, possible illegal subdivision
6. **Fire:** No access, need roadways, water etc.
7. **Phone:** No comments
8. **Water Conservancy:** No comments

Findings:
Staff makes the following findings:

1. The proposed amendment is generally compatible with the current General Plan's map for future use, but any development on the property would not be located around supporting use for a few years.
2. The proposed amendment is generally in harmony with the overall character of the proposed surrounding development, but right now there is almost no development adjacent to the property.
3. The proposed amendment will have an impact on the area, but the City has anticipated about 4 units an acre in the area.
4. The services are currently not adequate for the development, and would only become adequate after surrounding properties, including the earlier approved parts of this development, install and construct significant offsite improvements.

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and consider residents' comments. Staff would only recommend the city approve this zone change with the condition that the Calypso Ridge Development Agreement is amended to include these parcels.

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

April 5, 2022

Hurricane City Water Department
Attention: Ken Richins
646 West 600 North
Hurricane, Utah 84737

Re: Dixie Springs Well Drilling and Well Development Bid

Dear Ken:

Bids were received for the Dixie Springs Well Drilling and Well Development Project re-bid on March 29, 2022 at 2:00 p.m. at the Hurricane City offices. Two bids were received for the project from Grimshaw Drilling and Gardner Brothers Drilling. After reviewing the submitted bids, we recommend approval of the lowest bidder, Grimshaw Drilling, Inc., to be the contractor for the Dixie Springs Well Drilling and Well Development Project at the total bid price of $545,875.00 The bid tabulation is attached for your reference.

We would note that this project was bid in October of 2021 with the lowest responsible bid price of $914,640.00. We have since re-bid to have the City purchase materials directly at a bid price of $177,748.00, and re-bid the well drilling as noted above. The total cost including the above Grimshaw Drilling bid and materials bids is $723,659.00, which is significantly lower than the original bids received, even with the current market conditions.

Let me know if I can provide any additional information.

Sincerely,

Glen E. Carnahan, P.E.
ALPHA ENGINEERING COMPANY

Encl: Bid Tabulation Sheet

Hurricane City
Dixie Springs Well Drilling and Well Development Project
Bid Tabulation - March 29, 2022

BID SCHEDULE - DIXIE SPRINGS WELL DRILLING AND WELL DEVELOPMENT

				Grimshaw Drilling		Gardner Brothers Drilling	
Item	**Description**	**Quantity**	**Units**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	L.S.	$35,000.00	$35,000.00	$10,000.00	$10,000.00
2	Drill 30" Hole and Install Owner Furnished 26" Carrier Casing	103	L.F.	$375.00	$38,625.00	$460.00	$47,380.00
3	Grout (upper 100 ft of well)	1	L.S.	$15,000.00	$15,000.00	$20,000.00	$20,000.00
4	Drill 24 Inch Diameter Hole	700	L.F.	$295.00	$206,500.00	$288.00	$201,600.00
5	Alignment Deviation Survey	1	L.S.	$8,500.00	$8,500.00	$6,500.00	$6,500.00
6	Install Owner Furnished 16 Inch Diameter Well Casing	380	L.F.	$15.00	$5,700.00	$60.00	$22,800.00
7	Install Owner Furnished 16 Inch Diameter SS Well Screen and SS Blank Casing Spacers	420	L.F.	$15.00	$6,300.00	$80.00	$33,600.00
8	Furnish and Install 1-1/2" Schedule 80 PVC Telemetry Tube	800	L.F.	$17.50	$14,000.00	$20.00	$16,000.00
9	Install Owner Suplied Gravel Pack	87	Tons	$350.00	$30,450.00	$500.00	$43,500.00
10	Casing Alignment	1	L.S.	$4,500.00	$4,500.00	$4,500.00	$4,500.00
11	Develop Well (Dual Surge Block)	120	Hours	$385.00	$46,200.00	$460.00	$55,200.00
12	Develop Well (Pump Surge)	120	Hours	$425.00	$51,000.00	$460.00	$55,200.00
13	Furnish, Install and Remove Test Pump Equipment (300 to 1500 gpm capacity pump)	770	Ln. Ft.	$45.00	$34,650.00	$50.00	$38,500.00
14	Test Pump (300 to 1500 gpm capacity pump)	120	Hours	$385.00	$46,200.00	$560.00	$67,200.00
15	Disinfect Well	1	L.S.	$3,250.00	$3,250.00	$2,500.00	$2,500.00
	Total Bid Schedule				$545,875.00		$624,480.00

ALPHA ENGINEERING

STATE OF UTAH
DEPARTMENT OF GOVERNMENT OPERATIONS
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 130212
AMENDMENT NO. 2

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between HURRICANE CITY, hereinafter referred to as "LANDLORD," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT hereinafter referred to as the "TENANT" for the use of the Department of Environmental Quality, Division of Air Quality.

W I T N E S S E T H

THAT WHEREAS, LANDLORD and TENANT have heretofore entered into that certain Lease Agreement (Contract No. **130212**) for twenty-four (24) feet by twenty-four (24) feet of space on grounds of the LANDLORD in Hurricane, Utah, which Lease Agreement commenced **June 1, 2012**, and was extended by Amendment No. 1 which expires **May 31, 2022**; and

WHEREAS, LANDLORD and TENANT are mutually desirous to renew the subject Lease Agreement for an additional period of five **(5)** years renewal or extended term;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM

1.1 This Lease Agreement is hereby renewed and extended for an additional term of **five (5)** years which term shall commence **June 1, 2022,** and shall expire **May 31, 2027**, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by TENANT as provided for in Paragraph 2 of this Lease Amendment No.2, until terminated by either party by giving sixty (60) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LANDLORD covenants with TENANT that LANDLORD shall, at TENANT'S option, again grant and lease to TENANT at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of FIVE (5) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No.2, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. TENANT shall notify LANDLORD in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

2.2 To exercise an option hereunder, TENANT must give LANDLORD written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

PARAGRAPH 3. CONSIDERATION

3.1 LANDLORD is hereby sharing the space herein described with TENANT at no cost because the information collected is of value to the citizens of Hurricane, Washington County, and the State of Utah.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 2 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 2 to be executed.

TENANT
State of Utah

Signature: Ty Howard (Feb 22, 2022 15:39 MST)
Email: tyhoward@utah.gov
Title: Deputy Director

_____

Ty Howard Date
Deputy Director
Department of Environmental Quality

LANDLORD
Hurricane City

Signature:
Email: billings@cityofhurricane.com
Title:

_____

Nanette Billings
Mayor

_____

Lee Fairbourn Date
Date
Real Estate Manager
Division of Facilities Construction
and Management

HURRICANE CITY
UTAH

STAFF COMMENTS

Discussion **regarding vacation rentals**- Jacquie Slade

Discussion:
Ms. Slade owns a home in the Brentwood subdivision. She was sent a letter from Granicus to cease renting her home as a vacation rental until a license was issued. She put her name on the waitlist but still wanted to talk to the Council regarding our vacation rental ordinance.

Findings:
Their home was purchased in 2014. There are currently 54 people on the waitlist. First documentation of a short term rental was September 28, 2021

Recommendation:

Attachments:
1. 20220131_180512_109607_Sec._3_10_11.___Short_term_vacation_rentals.
2. City of Hurricane_20220131_120131

Sec. 3-10-11. Short term vacation rentals.

Regulations and restrictions imposed by this section are in recognition of the premise that a vacation rental provides lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements listed in subsection B of this section and total license limits listed in subsection C of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.

A. *Business license required.* No dwelling in any permitted zone shall be occupied or used as short term vacation rental until such time that the owner has obtained a short term vacation rental business license issued in accordance with the provisions of this section.

B. *Conditions for issuance of a business license for a short term vacation rental.* Issuance of a short term vacation rental business license by the Business License Officer shall be subject to the following:

1. A complete application for a short term vacation rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:

   a. The name, address and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and

   b. A valid state tax number for remittance of transient lodging taxes.

2. The dwelling unit for which the business license is sought shall be a located in a permitted zone according to this title and that has been built to meet building and fire codes for transient occupancy and has been issued a certificate of occupancy.

3. Portions of a single-family dwelling may not be used as a short term vacation rental unless licensed as a bed and breakfast or residential hosting facility in accordance with the regulations for that use. A short term vacation rental and a bed and breakfast or residential hosting facility may not be located in the same single-family dwelling.

4. In permitted single-family zones, the owner of a single-family dwelling for which a short term vacation business license is sought does not hold a business license to operate another short term vacation rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership interest in any corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling.

5. In permitted single-family zones, the property line of another dwelling licensed as a short term vacation rental is not located within 300 feet, as measured along the same street or around the corner, of the front property line corners of the property where the proposed short term vacation rental license is being sought. This criterion does not apply to recreation resort zoning or motel type uses within commercial zoning.

C. *Limit on total number of short term vacation rental licenses within single-family zones as contained in title 10, chapter 13 of this Code.* The total number of short term vacation rental business licenses issued within single-family zones shall be limited in accordance with the following:

1. The maximum number of short term vacation rental business licenses for property in single-family zones to be issued shall be based on the total population of the City, allowing three licenses for every 1,000 of total population.

2. The total number of licenses available each year shall be recalculated based on an estimated population derived by adding the total number of new dwelling units times 2.9 residents per unit to the prior year's base population. The City shall readjust the population numbers every ten years after the release of the census numbers. If the census numbers are lower than the City's projection, the City shall not revoke any issued license but shall not issue any additional licenses until City population justifies additional license availability.

3. If, after the maximum number of licenses has been issued, an application meeting all other requirements for issuance of a license is received, the application shall be placed on a waiting list in order of the date of receipt. No fees will be due until a license becomes available. When a license becomes available, the first applicant on the waiting list shall be notified of the license availability, and the applicant shall have 45 days from the date of such notice to file a complete application and pay the filing fee, and six months thereafter to complete the licensing process. In the event that the applicant fails to file a complete application and filing fee within said 45 days, or fails to complete the licensing process within said six months, the application shall be deemed to have expired, and the next applicant will be notified of the license availability, and the same procedure shall apply.

4. In the event of a sale or other transfer of any property containing a dwelling licensed as a short term vacation rental, the purchaser or transferee of the property shall be required to apply for a new license within 45 days of the date of purchase or transfer. In the event that the purchaser or transferee fails to apply for a new license within said 45 days, the license will be forfeited and the owner must reapply for any available license or be placed on the waiting list.

D. *Parking regulations.* The owner of any property licensed as a short term vacation rental shall provide off street parking for guests in accordance with the following:

1. Off street parking shall be provided on the same lot as the dwelling which is licensed as a short term vacation rental.

2. Parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.

3. All guest parking shall be contained on the site.

4. No off street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.

5. The number of vehicles allowed by the occupants of a vacation rental home shall be restricted to the number of off street parking spaces provided by the owner.

E. *Maintenance standards.* Any property that contains a dwelling which is licensed as a short term vacation rental shall conform to the following standards:

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the neighborhood;

2. The use of a dwelling as a short term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and

3. Each sleeping room must meet current international residential code codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

F. *Prevention of noise, nuisance or trespass.* The owner of any dwelling licensed as a short term vacation rental shall be responsible to ensure that guests or occupants of the short term rental do not:

1. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.
2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10:00 p.m., or other similar activities.
3. Interfere with the privacy of surrounding residents or trespass onto surrounding properties.
4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.
5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

G. *Required posting.* The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short term vacation rental:

1. A copy of the vacation rental business license.
2. The name, address, and phone number of the owner or property manager.
3. The location of all fire extinguishers.
4. A list of all rules applicable for vacation rentals.
5. The maximum occupancy of the vacation rental and the maximum number of vehicles allowed.

H. *Miscellaneous rules and regulations.* The following rules and regulations shall apply to any dwelling for which a short term vacation rental business license has been issued:

1. Outdoor pools, hot tubs or spas shall not be used between the hours of 11:00 p.m. and 6:00 a.m.
2. Maximum occupancy in any dwelling licensed as a short term vacation rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley Fire District, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.
3. The owner of any property containing a dwelling licensed as a short term vacation rental shall cause to be displayed in a City approved location on the exterior of the property an approved sign containing the name and 24-hour per day, 365-day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12 inches by 18 inches and shall be the only sign other than an address permitted on a short term vacation rental property.
4. The owner or property manager shall provide information on current occupants to police, emergency, or City personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.
5. The requirements of this section shall be in effect throughout the time a short term vacation rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests of the owner, or paying guests of the owner. The City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short term vacation rental.

6. An inspection of a vacation rental property for compliance with these regulations will be performed at the time of business license review. Additional inspections may be performed with 24 hour notice to the license holder/property manager if deemed necessary by the City.

7. The owner of any dwelling licensed as a short term vacation rental shall be required to collect and remit on a timely basis transient lodging taxes.

I. *Enforcement provisions.*

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short term vacation rental, as defined herein, without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be guilty of an infraction, which shall be punishable by a fine of up to $750.00 for each such violation. In addition, in the event that such dwelling is on the waiting list described in subsection C3 above at the time of such violation, the business license application for said dwelling shall be removed from said waiting list and the dwelling shall not be considered for a short term vacation rental business license unless a new application is submitted.

2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a short term vacation rental, thereafter operates or permits operation of said short term vacation rental in violation of the terms and provisions of this section shall be guilty of an infraction, and shall be punished by a fine of up to $750.00 for each such violation.

3. Any person who occupies a short term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other criminal process in accordance with all state, federal or local statutes, rules or ordinances.

4. Violation of any provision of this section regulating short term vacation rentals shall constitute a separate offense for each day said violation occurs or continues.

5. In the event of three or more violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the City Council may, depending on the nature or extent of the violations, proceed with revocation of the business license for any short term vacation rental property in accordance with the provisions of the general business license ordinance.

(Ord. No. 2021-06 , 7-1-2021)

AGENDA FORM

Date of City Council meeting: 3/3

Name of Person Making Presentation: Jacquie Slade

Address: 236 N 3920 W, Hurricane, Ut 84737

Contact #:

Phone: 801-400-4857

e-mail: jacquieslade@gmail.com

Approximate length of discussion: 5 minutes

Description of item to be discussed: Short term vacation rentals license

If this is a complaint issue: from me

Have you tried to resolve the issue with staff? ✓ *yes* __ *no*

If yes, with whom? Cindy Bilton

If you have a power point presentation, we would encourage you to keep it under 10 minutes. All other items discussed will be done as quickly and as efficiently as possible.

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers?			✓	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?			✓	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered "Yes" or "No" with mitigating controls ("MC") in place, or "N/A," the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered "Yes." 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered "No," and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity's governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity's place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Fraud Risk Assessment

Continued

*Total Points Earned: 355/395 *Risk Level: Very Low (> 355) | Low (316-355) | Moderate (276-315) | High (200-275) | Very High (< 200)

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	0	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	0	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: City of Hurricane

*Completed for Fiscal Year Ending: June 30, 2021 *Completion Date: 4/6/22

*CAO Name: KADEN DEMILLE *CFO Name: Paige C. Chapman

*CAO Signature: [signature] *CFO Signature: Paige C. Chapman

*Required

OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **amended final plat for North Slope at Copper Rock Phase 2** located at 1952 W Cedar Breaks Drive. Fairway Vista Estates Applicant. Alliance Consulting (Mike Bradshaw) Agent

Discussion:

Findings:

Recommendation:

Attachments:

1. Copy of 2022-AFP-02 App
2. 2022-AFP-02 Report
3. NS Phase 2 Amendment A Plat
4. North Slope P1 Lot 20-22 Lot Line Exhibit (2-24-22)

AMENDED FINAL PLAT APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $150

For Office Use Only:
File No. 2022-AFP-02
Receipt No. 0165884

Name: Fairway Vista Estates **Telephone:** 435-463-2400

Address: P.O. Box 160, Hurricane UT 84737 **Fax No.** _____

Email: kenneth.knudson@hhmweb.com **Agent Email:** mwb@allianceconsulting.us

Agent (If Applicable): Alliance Consulting (Mike Bradshaw) **Telephone:** 435-673-8060

Address/Location of Subject Property: 1952 W. Cedar Breaks Dr., Hurricane, UT 84737

Tax ID of Subject Property: H-CRNS-2-20, 21 & 22 **Number of Lots:** 3

Subdivision Name: North Slope @ Copper Rock **Phase:** Phase 2 Amendment A

Submittal Requirements: 1-large paper copy, 1-11 X 17, and 1 disk in 2004 or newer Auto-Cad format

1. The final plat shall show:

- [x] a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.
- [x] b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- [x] c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
- [x] d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.
- [x] e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.
- [x] f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.
- [x] g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County or other official monuments.
- [ ] h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).

__x__ i. Street monuments shall be installed by the subdivider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the subdivider's plat by the appropriate symbols.

__x__ j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.

_____ k. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.

2. Required Forms & Certificates: In addition the final plat shall contain the standard forms for the following:

__x__ a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. **Plat must signed and stamped by the licensed surveyor prior to final plat submittal.**

__x__ b. The owner's certificate of dedication of all streets, roads, rights-of-way or other parcels intended for the use and benefit of the general public.

_____ c. Mortgagee or other lien holder's Consent to Record, if applicable.

__x__ d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.

__x__ e. Certificate of approval of Ash Creek Special Service District.

__x__ f. Certificate of approval of the City Engineer.

__x__ g. Certificate of approval of the City Council, as evidenced by the signature of the Mayor

__x__ h. Certificate of approval as to form executed by the City Attorney.

__x__ i. A one and one-half inch by five inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. **Other Information Required**: The following information or documentation shall be submitted:

_____ a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full

_____ b. An original copy for Staff review of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the County Recorder along with the final plat.

_____ c. Title report for the property being subdivided.

__x__ d. A disk of the final plat prepared in 'Auto-Cad 2004' (or newer format)

Application Process: The following steps occur:

- A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department along with the paper copy of the amended plat.

- A paper copy of the amended plat is submitted to the City Engineer for review. The City Engineer will red line the plat and email the subdivision engineer of required changes that need to be made. If a plat is still not ready for the City Engineers signature after the second submittal, an additional fee must be paid before the Engineer performs another review. An approved mylar of the final plat must

be signed by the City Engineer before the City Council meeting at which the amendment is to be submitted

- A plat amendment without the notarized signatures of all the owners of record on the mylar or on consent to record forms will require a public hearing. The applicant will be required to pay all notification and/or publication costs for notice of the hearing.

Requirements for recordation:

1. Amended plat approval by the City Council

4. Two disks of the final plat provided in 'Auto Cad 2004' format – one for the City, and one for the County Recorder.

5. Review of the title report by the City Attorney.

7. All signatures must be on the mylar, including property owners of record according to the title report, City officials and Ash Creek Special Service District Superintendent. The City Attorney is the last signer of the mylar just prior to recordation.

8. Someone from the City Attorney's office will accompany the developer's representative to the County Recorder's office for recordation. The developer pays recording fees.

A development with CC&R's should submit a copy of the CC&R's to the Planning Staff and one to the City Attorney for review at the time the plat amendment is submitted.

Note: An amended plat that includes the abandonment of a dedicated road or for a subdivision that is not fully improved requires a different application and procedure

****

(Office Use Only)

Date Received: _____ Application Complete: ☐ YES ☐ NO

Date application deemed to be complete:_____ Completion determination made by:_____

Attorneys Title Guaranty Fund, Inc.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Attorneys Title Guaranty Fund, Inc.

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

PCUT202202001493

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purchasers for value and without Knowledge.

h. "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I—Requirements;
   f. Schedule B, Part II—Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
   f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

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Transaction Identification Data for reference only:
Issuing Agent: Legal Title Insurance Agency, LLC
Issuing Office: 86 N 3400 W, Bldg C, Ste 102, Hurricane UT 84737
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 4002-925
Property Address:[Vacant lots], Hurricane, Utah 84737

SCHEDULE A

1. Commitment Date: February 4, 2022 @ 8:00 a.m.

2. Policy or Policies to be issued: Premium

   A. ALTA 2006 Owner's Policy, Amount TBD — TBD
   Proposed Insured: **T B D**

   Endorsements: **$0.00**

   Additional Charges: **$**

   Total **$0.00**

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. The Title is at the Commitment Date vested in: Fairway Vista Estates, LC, a Utah Limited Liability Company

5. The land referred to in this Commitment is located in the County of WASHINGTON , State of Utah, and is described as follows:

   See Schedule C attached hereto.

   For informational purposes only, the property address is: [Vacant lots], Hurricane, Utah 84737

Authorized Officer or Agent
Member's Number: 4002

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:
Legal Title Insurance Agency, LLC, 86 N 3400 W, Bldg C, Ste 102, Hurricane UT 84737
Phone: 435-635-6102, Fax: 435-635-7100

Commitment Number: PCUT202202001493

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.

2. Easements, or claims of easements, not shown by the public records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

6. General property taxes for the year 2022 are accruing as a lien, but are not yet due and payable. Taxes for the year 2021 have been paid in the amount of $43,348.93 Parent Parcel. (Tax Serial Number H-CRNS-2-20; H-CRNS-2-21; H-CRNS-2-22 was not assessed for 2021 and 2022).

7. Said property is within the boundaries of Hurricane and Tax District 03, and is subject to any charges and assessments levied thereunder.

8. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.

9. Any oil, gas and other mineral rights, and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and the right to enter upon and use the surface of the land for exploration, drilling, or

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08/12/2021.

21. Amended and Restated BY-LAWS of Copper Rock Community Homeowner's Association recorded 09/03/2021, as Entry No. 20210058678, in Book n/a, at Page n/a of the Official Washington County Records.

22. Easements and other information from Plat as may be disclosed on the recorded plat of said subdivision.

23. Impact Fee Promissory Note and Security Agreement, Dated March 23, 2021 by and between Washington County Water Conservancy District and Beak Fairway Vista Estates, LC, recorded April 29, 2021 as Entry No. 20210030921.

24. **DEED OF TRUST**
Dated: 10/08/2021
Amount: $950,000.00
Trustor: Fairway Vista Estates, LC, a Utah limited liability company
Trustee: Legal Title Insurance Agency, LLC
Beneficiary: Vanderford Funding, LC
Recorded: 10/12/2021
Entry No.: 20210066239

25. **DEED OF TRUST**
Dated: 10/08/2021
Amount: $1,550,000.00
Trustor: Fairway Vista Estates, LC, a Utah limited liability company
Trustee: Legal Title Insurance Agency, LLC
Beneficiary: Vanderford Funding, LC
Recorded: 10/12/2021
Entry No.: 20210066240

26. **DEED OF TRUST**
Dated: 12/15/2021
Amount: $700,000.00
Trustor: Fairway Vista Estates, LC, a Utah limited liability company
Trustee: Legal Title Insurance Agency, LLC
Beneficiary: Vanderford Funding, LC
Recorded: 12/23/2021
Entry No.: 20210080778

27. PRELIMINARY NOTICES filed with the Utah State Construction Registry (various entry numbers). Parcel No. H-3394-C

NOTE: The following names have been checked for judgments: Fairway Vista Estates, LC

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject

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Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

SCHEDULE C

File #: 4002-925

Beginning at a point which is South 88°59'02" East 718.32 feet along the North section line and South 00°00'00" East 1939.77 feet from the Northwest corner of Section 21 Township 42 South Range 13 West of the Salt Lake Base and Meridian and running thence South 25°39'01" West 227.446 feet; thence North 41 °46'12" West 118.295 feet to a point on the arc of a non-tangent curve to the left having a radius of 50.00 feet; thence Northwesterly 137.53 feet along the arc of said curve through a central angle of 157°35'08", the radial direction bears North 42°50'56" West, to a point of non-tangency; thence North 01 °01' 45" East 138.660 feet; thence South 65°38'53" East 130.705 feet; thence South 64°20'59" East 118.871 feet to the point of beginning.

Tax Parcel No. H-CRNS-2-20; H-CRNS-2-21; H-CRNS-2-22

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/7/2022**
Application Number:	2022-AFP-02
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Fairway Vista Estates
Agent:	Alliance Consulting (Mike Bradshaw)
Request:	Approval of an Amended Final Plat
Location:	1952 W Cedar Breaks Dr
Zoning:	R1-10 PDO
General Plan Map:	Planned Community

Planning Commission:
The Planning Commission recommended approval.

Update 3/7/2022: Applicant has provided more information for this and has received a full JUC review. Applicant agreed to move all existing utility services to the new property lines. Staff recommends approval of this amended final plat.

Discussion: The applicant has applied to amend the final plat for North Slope at Copper Rock Phase 2 to change the lot lines for lots 20, 21, and 22.

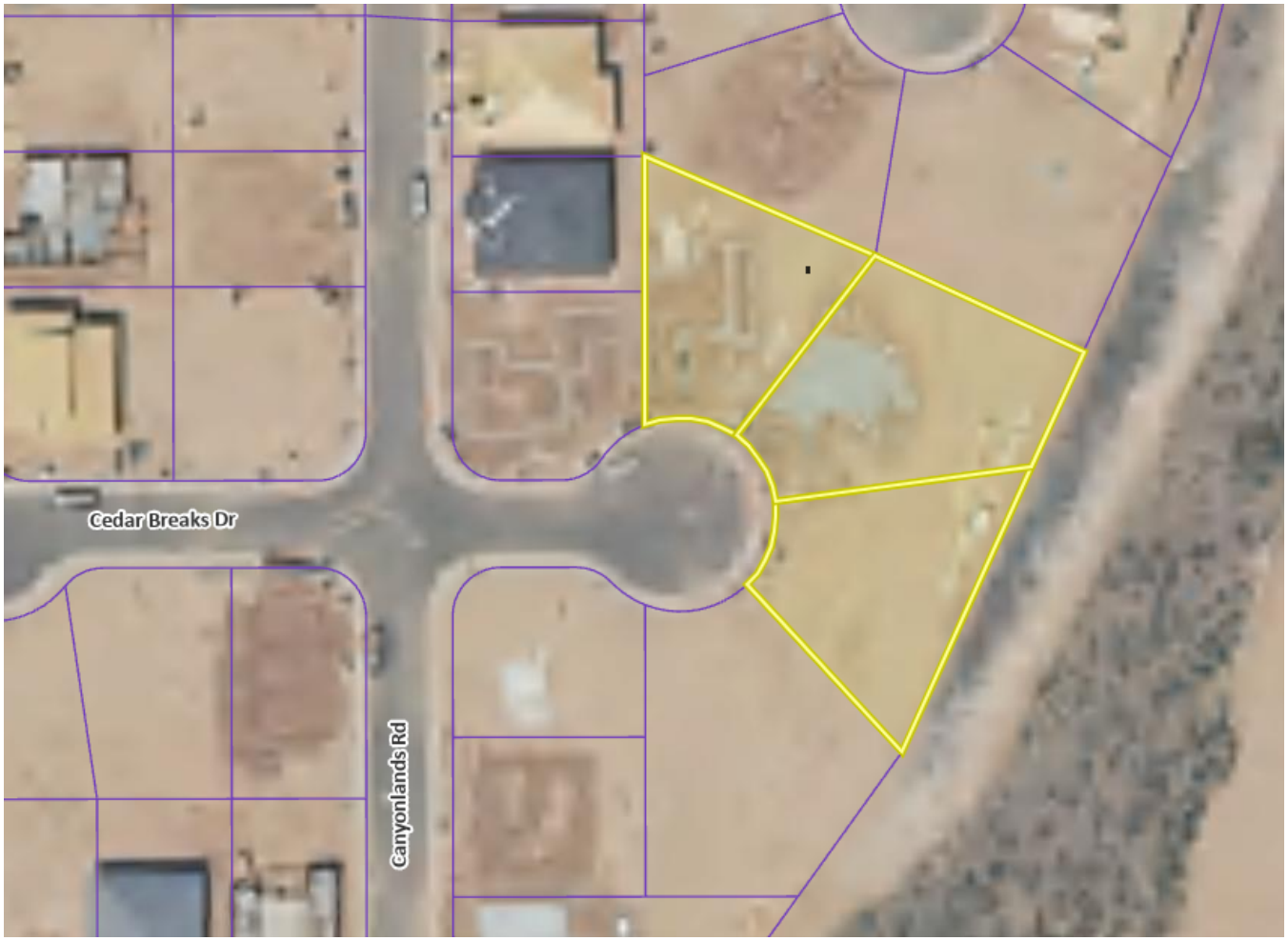
JUC Comments

1. This application will be reviewed at the Joint Utility Committee meeting on February 23rd, 2022

Staff Comments

1. The plat meets amended final plat standards contained in Utah Code 10-9a-608. Subdivision Amendments, updated in 2020. The following are the key items:
    a. Depicts only the portion of the subdivision that is proposed to be amended
    b. Includes a plat name distinguishing the amended plat from the original plat
    c. The submitted plat describes the differences between the amended plat and the original plat
    d. Includes references to the original plat
2. The Final Plat needs a full review by the City Engineering Department for surveying details.
3. Staff would appreciate the narrative explain why these lot lines are being moved, especially after construction on part of this plat is underway

4. *Lot area and width. A planned development shall not be subject to the lot width and lot area requirements of the underlying zone in which the development is located. The area and widths of lots shall be shown on an approved site plan.*
5. One of the staff's main concerns is that the home meets the proper setback lines. There has been construction that has started on these lots for new homes. However, the applicant has not provided any information to ensure that these lots will still maintain the proper side-setbacks, which is 5' and a total combined of 15' of each side.
6. The properties meet the requirements of the R1-10 PDO zoning



Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards. Staff would recommend continuing the items unless the applicant can provide additional information about home location on the lots with this application.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of all the hereon described tract of land having caused the same to be subdivided into public streets and easements to be known hereafter as

"NORTH SLOPE AT COPPER ROCK PHASE 2 PARTIAL AMENDMENT A"

For good and valuable consideration received, the owner does hereby dedicate and convey to the City of Hurricane for perpetual use of the public, all parcels of land shown on this plat as public streets and easements. All public streets and easements are as noted or shown. The owner does hereby warrant to the City of Hurricane, its successors and assigns, title to all property dedicated and conveyed to public use herein against the claims of all persons.

In witness whereof we have hereunto set our hands this _____ day of _____ 2022.

Fairway Vista Estates LC
a Utah Limited Liability Company
P.O. Box 160
Hurricane, UT 84737-160

_____
by Kenneth C. Knudson, Manager

ACKNOWLEDGMENT - FAIRWAY VISTA ESTATES, LC

STATE OF _____
COUNTY OF _____ S.S.

On the _____ day of _____2022, personally appeared before me, KENNETH C KNUDSON, who being by me duly sworn did say that he is the Manager of Fairway Vista Estates, LC., a Utah Limited Liability Company, and that he executed the foregoing owner's dedication in behalf of said company, and he did duly acknowledge to me that such company executed the same for the uses and purposes stated herein.

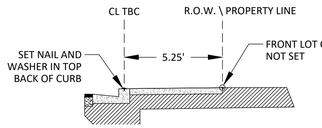
_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC
COMMISSION NUMBER: _____

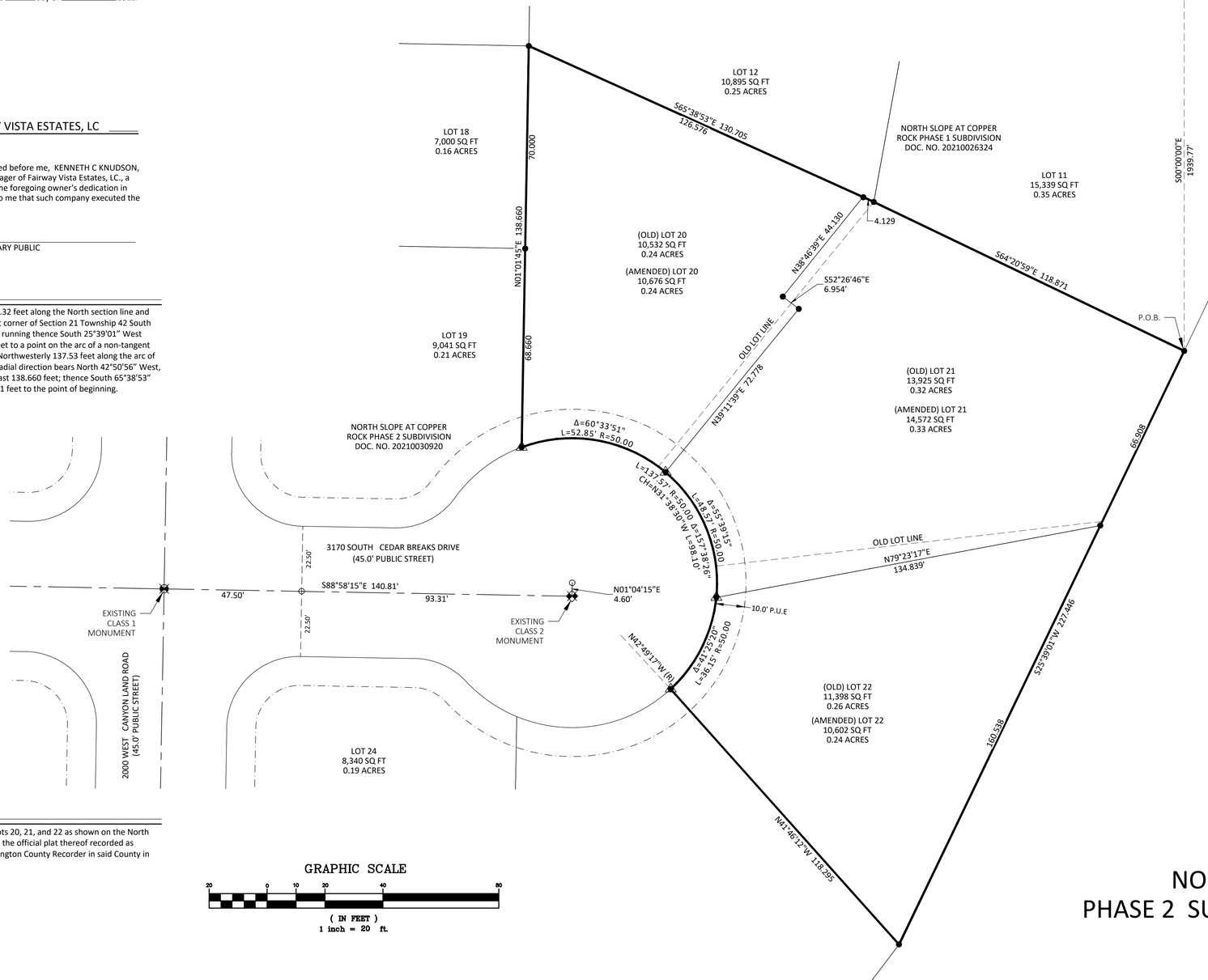
BOUNDARY DESCRIPTION

Beginning at a point which is South 88°59'02" East 718.32 feet along the North section line and South 00°00'00" East 1939.77 feet from the Northwest corner of Section 21 Township 42 South Range 13 West of the Salt Lake Base and Meridian and running thence South 25°39'01" West 227.446 feet; thence North 41°46'12" West 118.295 feet to a point on the arc of a non-tangent curve to the left having a radius of 50.00 feet; thence Northwesterly 137.53 feet along the arc of said curve through a central angle of 157°35'08", the radial direction bears North 42°50'56" West, to a point of non-tangency; thence North 01°01'45" East 138.660 feet; thence South 65°38'53" East 130.705 feet; thence South 64°20'59" East 118.871 feet to the point of beginning.

Contains 0.82 acres.

NOTE: A nail and washer stamped LS #4804681 will be set at points where the extension of each side lot line intersects the top back of curb.





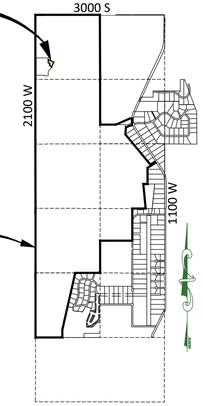
NARRATIVE

The purpose of this plat is to adjust the boundary of Lots 20, 21, and 22 as shown on the North Slope at Copper Rock Phase 2 Subdivision as shown on the official plat thereof recorded as Document No. 20210030920 in the office of the Washington County Recorder in said County in the State of Utah.

GRAPHIC SCALE

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

PROJECT LOCATION
NORTH SLOPE AT COPPER ROCK PHASE 2 AMENDMENT A



VICINITY MAP

BASIS OF BEARING

The Basis of Bearing for this project is the North Section line of Section 21, Township 42 South, Range 13 West of the Salt Lake Base and Meridian between the Northwest Corner and the North 1/4 Corner having a bearing of South 88°59'02" East and a distance of 2638.17 feet.

LEGEND

- POINT NOT SET
- SET 5/8" REBAR AND PLASTIC CAP
- FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- NOT-FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- FOUND CLASS 2 MONUMENT
- FOUND CLASS 1 MONUMENT
- NAIL AND WASHER SET IN THE CURB ON THE LOT LINE EXTENDED
- AMENDMENT A BOUNDARY
- 10' (PUE) PUBLIC UTILITY EASEMENT
- ROADWAY CENTER LINE

SURVEYOR'S CERTIFICATE

I, Michael W. Bradshaw, do hereby certify that I am a Professional Licensed Land Surveyor as prescribed by the laws of the State of Utah and that I hold certificate of registration (license) number 4804681. I further certify that by authority of the hereon Owners, I have made a survey of the tract of land shown and described on this plat, and have subdivided said tract of land into lots, easements, and streets, hereafter to be known as

NORTH SLOPE AT COPPER ROCK PHASE 2 SUBDIVISION PARTIAL AMENDMENT A

I further certify that his plat is a true and correct representation of conditions existing on the ground.

Date: _____

Michael W. Bradshaw, R.L.S. Certificate No.4804681

FINAL PLAT
FOR
NORTH SLOPE AT COPPER ROCK
PHASE 2 SUBDIVISION PARTIAL AMENDMENT A

WASHINGTON COUNTY, UTAH
SECTION 21, TOWNSHIP 42 SOUTH ,
RANGE 13 WEST, SALT LAKE BASE & MERIDIAN

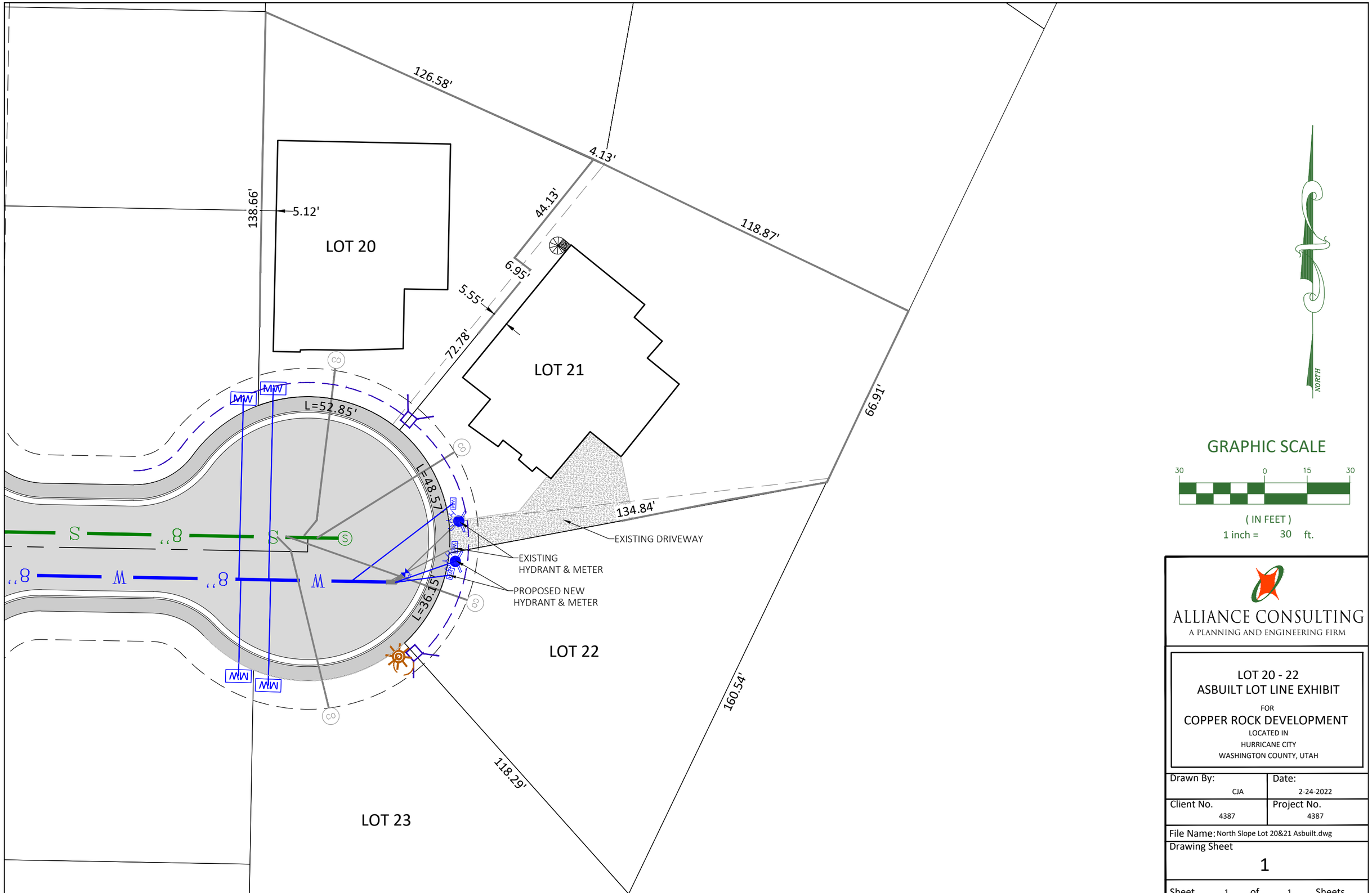
ASH CREEK S.S.D. CERTIFICATE OF APPROVAL	Engineer's Approval	Approval and Acceptance by the City of Hurricane, Utah	Approval as to Form	Treasurer Approval	Recorded Number
I, the Ash Creek Special Service District, do hereby certify that this office has examined this subdivision plat and have determined that it is correct and in accordance with information on file in this office and that I recommend approval.	The hereon subdivision Final Plat has been reviewed and is approved in accordance with the information on file in this office this ____ day of _____, A.D. 20____	We, the Mayor and City Council of the City of Hurricane, UT, have reviewed the above subdivision Final Plat and by authorization of said City Council, record in the minutes of its meeting of the ____ day of _____ A.D. 20____ hereby accept said Final Plat with all commitments and obligations pertaining thereto.	Approved as to Form, this the ____ day of _____, A.D. 20____	I, Washington County Treasurer, certify on this ____ day of _____ A.D. 20__ that all taxes, special assessments, and fees due and owing on this subdivision Final Plat have been paid in full.	
Special Service District Hurricane City, Utah — Date:	Engineer City of Hurricane	Attest: City Recorder City of Hurricane — Mayor City of Hurricane	City Attorney City of Hurricane	Washington County Treasurer	Washington County Recorder

DATE: 1-28-22
JOB NUMBER: 4387
SCALE: 1" = 20'
DRAWN BY: JHC
CHECKED BY: MWB
REVISIONS DATE
FILE NAME: Phase 2 North Amendment A Plat

ALLIANCE CONSULTING
A Planning and Engineering Firm
2303 N Coral Canyon Blvd Suite 201 Washington, Utah 84780-0577 Tel (435) 673-8060 Fax (435) 673-8065

FINAL PLAT
FOR
NORTH SLOPE AT COPPER ROCK - PHASE 2 PARTIAL AMENDMENT A
LOCATED IN
SECTIONS 21 TOWNSHIP 42 SOUTH, RANGE 13 WEST SLB&M,
CITY OF HURRICANE, WASHINGTON COUNTY, UTAH

SHEET 1 OF 1 SHEETS



ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

LOT 20 - 22
ASBUILT LOT LINE EXHIBIT
FOR
COPPER ROCK DEVELOPMENT
LOCATED IN
HURRICANE CITY
WASHINGTON COUNTY, UTAH

Drawn By: CJA	Date: 2-24-2022
Client No. 4387	Project No. 4387
File Name: North Slope Lot 20&21 Asbuilt.dwg	
Drawing Sheet 1	
Sheet 1 of 1 Sheets	

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of a **preliminary plat for Sky View, a 155 lot residential subdivision**, located at the southwest corner of 2800 W and 600 N. DAF DEV, LLC Applicant. Charles Hammon Agent.

Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-PP-11 App
2. 2022-PP-11 Sky View
3. 20-121-01_SITE_2-28-22_Preliminary Plat
4. Copy of 10039338-20-121-01_SITE_10-29-21_Preliminary Site Plan

PRELIMINARY PLAT APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $150.00

For Office Use Only:
File No. 2022-PP-11
Receipt No. 8.156165

Name: DAF DEV, LLC -- Sky View Subdivision **Telephone:** 435-229-3643

Address: 3499 E. Church Rocks Rd., St. George, UT 84790 **Fax No.** _____

Email: wtgdevelopment@gmail.com **Agent Email:** charles@exceldesign.us

Agent (If Applicable): Charles Hammon **Telephone:** 435-619-4586

Address/Location of Subject Property: Southwest corner of 2800 West and 600 North

Tax ID of Subject Property: H-3-1-31-1106, H-3-1-31-1107 & H-3-1-31-1108 **Zone District:** R1-8 with PDO

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots)

155 residential units

Submittal Requirements: The preliminary plat application shall provide the following:

X 1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
- X a. The proposed name of the subdivision.
- X b. The location of the subdivision, including the address and section, township and range.
- X c. The names and addresses of the owner or subdivider, if other than the owner.
- X d. Date of preparation, and north point.
- X e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.

X 2. Existing Conditions: The preliminary plat shall show:
- X a. The location of the nearest monument.
- X b. The boundary of the proposed subdivision and the acreage included.
- X c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
- X d. The location, width and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- X e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- X f. Existing sewers, water mains, culverts or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.

__X__ g. Existing Hurricane Canal Company facilities; other ditches, canals, natural drainage channels and open waterways and any proposed realignments.
__X__ h. Contours at vertical intervals not greater than five (5) feet.
__X__ i. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow groundwater, and windblown sand) and recommendations for their mitigation.
__X__ j. Information on whether property is located in desert tortoise take area

__X__ 3. Proposed Plan: The subdivision plans shall show:
__X__ a. The layout of streets, showing location, widths, and other dimensions of proposed streets, crosswalks, alleys and easements.
__X__ b. The layout, numbers and typical dimensions of lots.
__X__ c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
__X__ d. Easements for water, sewers, drainage, utilities, lines and other purposes.
__X__ e. Typical street cross sections and street grades where required by the Planning Commission. (All street grades over 5% should be noted on the preliminary plat)
__X__ f. A tentative plan or method by which the subdivider proposes to handle the storm water drainage for the subdivision.
__X__ g. Approximate radius of all center line curves on highways or streets.
__X__ h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly-dedicated street. (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable)
__X__ i. In general, all remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allow to remain as unusable parcels.
__X__ j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.
__X__ k. A letter from both the local sanitary sewer provider and culinary water provider indicating availability of service.
__X__ l. Will this subdivision be phased? If yes show possible phasing lines.
__X__ m. A tentative plan or method for providing non-discriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.

__X__ 4. Required copies of plans:
__X__ a. Three copies of all full scale drawings
__X__ b. One copy of each drawing on a 11 x 17 inch sheets. (8 ½ x 11 is acceptable if the project is small and the plans are readable at that size).

5. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. The deadline to submit an application to be placed on an agenda is no later than <u>12:00 noon</u> 10 full business days before the Planning Commission meeting at which you plan for your application to be heard.

****

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete:_____ Completion determination made by: _____

PURPOSE

The preliminary plat application is the first step in land development process in those instances where land is divided for eventual sale. The process is established to insure that all proposed divisions of land conform to the City General Plan and to adopted development standards of the Land Use Ordinance.

WHEN REQUIRED

The preliminary plat is required any time land is to be divided, re-subdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots or other division of land for the purpose, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms and conditions. It is not required on agricultural divisions where the agricultural parcel is divided to be combined with another agricultural parcel, nor is it required when two un-subdivided properties are merged, or where the boundary between two un-subdivided properties are adjusted.

The preliminary plat must be approved before a final plat can be processed and recorded.

Subdivision approval process:

- Determine current zoning for property.
- If zoning fits desired subdivision, meet with Planning staff to discussed the proposed project.
- Obtain a preliminary plat application form and complete the application and have a plat prepared by an engineer to meet the requirements on the preliminary plat application.
- Submit completed application, preliminary plat, and required $150 fee to Planning Department before noon on the Wednesday two weeks before desired Planning Commission meeting. (see submittal dates sheet)
- Appear at the scheduled Planning Commission meeting to discuss preliminary plat, hear comments, answer questions, and receive recommendation of approval or disapproval from Planning Commission.
- Appear at the next scheduled City Council meeting that occurs after the Planning Commission meeting at which a recommendation was received. Hear City Council comments, answer questions, and receive City Council decision. City Council can approve the plat with conditions, recommend changes and send it back to the Planning Commission, or deny the plat.

If the preliminary plat is approved, have construction drawings for utilities and streets prepared by an engineer according to Hurricane City standards. Construction drawings must be approved by both the Hurricane Joint Utilities Committee and the Ash Creek Special Service District. Approval means changes are made and all required signatures are obtained.

Once the preliminary plat is approved by the City Council, the applicant has one year after receiving approval of the preliminary plat to submit the final plat to the Planning Commission for action. The Planning Commission may authorize a one-year time extension, provided the extension request is made before the one year time limit is reached. The Planning Commission will review and make recommendation to the City Council on the final plat when submitted. The City Council will typically review the Planning Commission recommendation within 1-2 weeks after the Commission action on the final plat.

APPEALS

The Planning Commission makes a recommendation to the City Council, so there is no appeal. The City Council's action on a preliminary plat is final unless appealed to the appropriate court.

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF)

I (we), Rick Richardson, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 1 day of March 2022.

A Stewart
(Notary Public)

Residing in: Hurricane UT

My Commission Expires: May 28 2024

AUSTIN STEWART
Notary Public - State of Utah
Comm. No. 712302
My Commission Expires on
May 28, 2024

Agent Authorization

I (we), Rick Richardson, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Charles Hammon to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 1 day of March 2022.

A Stewart
(Notary Public)

Residing in: Hurricane UT

My Commission Expires: May 28 2024

AUSTIN STEWART
Notary Public - State of Utah
Comm. No. 712302
My Commission Expires on
May 28, 2024

DOC ID 20210064535

Warranty Deed Page 1 of 2
Gary Christensen Washington County Recorder
10/01/2021 11:31:41 AM Fee $40.00 By
VANGUARD TITLE INSURANCE AGENCY, LLC -
ST. GEORGE 1

Vanguard Title Insurance Agency, LLC
Mail Tax Notices to Grantee and
WHEN RECORDED RETURN TO:
DAF Development, LLC,
Richardson Brothers Development, LLC
297 W Hilton Drive
St George, Utah 84770
File No.: 68340-KB

WARRANTY DEED

GRANTOR(S): **Swiss Seven, LLC, a Utah Limited Liability Company**

hereby CONVEY(S) and WARRANT(S) to:

GRANTEE(S): **DAF Development, LLC, a Utah Limited Liability Company, as to an undivided 50% interest and Richardson Brothers Development, LLC, a Utah Limited Liability Company, as to an undivided 50% interest**

for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in **Washington County**, State of **UTAH**:

PARCEL DESCRIPTION: A PORTION OF 14-3-1-31-1104

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S00°28'01"E, ALONG THE SECTION LINE, 500.00 FEET; THENCE N89°46'19"W, 30.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF 2720 WEST STREET; SAID POINT ALSO BEING THE NORTHEAST CORNER OF WASHINGTON COUNTY TAX PARCEL H-3-1-31-1104; THENCE S00°28'01"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID 2720 WEST STREET, AND ALONG THE EAST LINE OF SAID TAX PARCEL H-3-1-31-1104, 457.96 FEET; THENCE DEPARTING SAID LINES AND RUNNING N35°54'45"W, 291.57 FEET; THENCE N89°46'34"W, 602.11 FEET; THENCE N42°21'30"W, 77.34 FEET; THENCE N89°46'34"W, 143.15 FEET; THENCE N00°13'26"E, 165.57 FEET TO A POINT LOCATED ON THE NORTH LINE OF SAID WASHINGTON COUNTY TAX PARCEL H-3-1-31-1104; THENCE S89°46'19"E, ALONG SAID LINE, 964.01 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: H-3-1-31-1104

SUBJECT TO County Taxes and Assessments not delinquent, Easements, Rights of Way, Covenants, Conditions and Restrictions now of record

Unofficial Copy

Unofficial Copy

WITNESS, the hand(s) of said Grantor(s), EXECUTED this 30th day of September, 2021.

Swiss Seven, LLC, a Utah Limited Liability Company

BY: _____
Kent Frei, **its Memeber**

BY: _____
Andrew Cox, **its Member**

State of Utah }
}ss.
County of Washington }

On this 30 day of September, 2021, personally appeared before me Kent Frei, its member and Andrew Cox its member for Swiss Seven, LLC, a Utah Limited Liability Company, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they, executed the same.

Witness my hand and official seal.

_____
Notary Public

KILEY BLOOD
Notary Public
State Of Utah
My Commission Expires 07-21-2022
COMMISSION NO. 700871

DOC ID 20210035464

Warranty Deed Page 1 of 2
Gary Christensen Washington County Recorder
05/17/2021 04:19:46 PM Fee $40.00 By
VANGUARD TITLE INSURANCE AGENCY, LLC -
ST. GEORGE 1

Vanguard Title Insurance Agency, LLC
Mail Tax Notices to Grantee and
WHEN RECORDED RETURN TO:
DAF Development, LLC
3499 E. CHUKAR RIDGE DR.
ST GEORGE, UTAH 84790
Hurricane, UT 84737
File No.: 59659-KB

WARRANTY DEED

GRANTOR(S): **The Alta Companies, LLC, a Wyoming Limited Liability Company**
hereby CONVEY(S) and WARRANT(S) to:

GRANTEE(S): **DAF Development, LLC, a Utah Limited Liability Company**
for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in **Washington County**, State of **UTAH**:

Parcel 1

Beginning at a point on the Westerly right of way line of 2720 West Street; said point lies South 00°28'01" East 500.00 feet along the Section line and North 89°46'19" West, 30.00 feet from the Northeast Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence along said Westerly right of way line North 00°28'01" West, 459.73 feet to a point on the Southerly right of way line of 600 North Street; thence along said Southerly right of way line South 89°43'08" West, 2191.80 feet; thence leaving said Southerly right of way line South 0°08'43" East 440.23 feet to the Northwest Corner of the property recorded as Entry No. 20080043046, Official Records of Washington County, Utah; thence coincident with the North line of said property and the projection thereof South 89°46'19" East, 2194.42 feet to a point of said Westerly right of way line and the point of beginning.

Parcel 2

Beginning at a point on the Southerly right of way line of 600 North Street, said point lies South 89°43'08" West 2434.66 feet along the Section line and South 00°16'52" East 40.00 feet from the Northeast Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence along said Southerly right of way line North 89°43'08" East 212.99 feet; thence South 00°08'43" East 715.58 feet; thence South 89°51'17" West 383.62 feet; thence North 00°08'43" West 253.81 feet; thence South 89°46'19" East 168.68 feet; thence North 00°05'47" East 462.37 feet to a point on said Southerly right of way line and the point of beginning.

Tax Parcel No.: H-3-1-31-1106 and H-3-1-31-1107

SUBJECT TO County Taxes and Assessments not delinquent, Easements, Rights of Way, Covenants, Conditions and Restrictions now of record

Unofficial Copy

Unofficial Copy

WITNESS, the hand(s) of said Grantor(s), EXECUTED this 17th day of May, 2021.

The Alta Companies, LLC, a Wyoming Limited Liability Company

BY: _____
Its: Manager

State of Utah }
}ss.
County of Washington }

On this 17th day of May, 2021, personally appeared before me Jeff Klein Manager for The Alta Companies, LLC, a Wyoming Limited Liability Company, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they, executed the same.

Witness my hand and official seal.

_____
Notary Public

KILEY BLOOD
Notary Public
State Of Utah
My Commission Expires 07-21-2022
COMMISSION NO. 700871

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/07/2022**
Application Number:	2022-PP-08
Type of Application:	Preliminary Plat and Preliminary Site Plan Application
Action Type:	Administrative
Applicant:	DAF Dev LLC
Agent:	Charles Hammon
Request:	Preliminary Plat Application
Location:	Southwest corner of 2800 W and 600 N
Zoning:	R1-8 PDO
General Plan Map:	Single Family

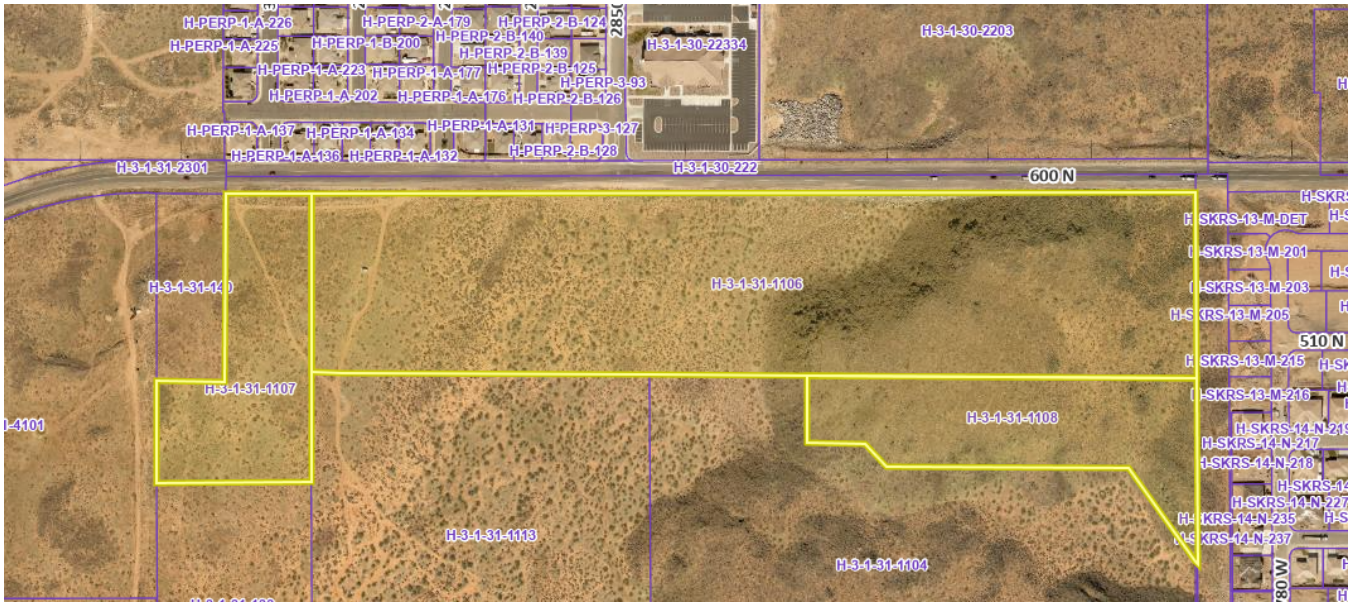
Planning Commission Recommendation
The Planning Commission gave a positive recommendation subject to staff and JUC comments.

Discussion:
The applicant is seeking preliminary plat approval for a subdivision containing 155 lots for the approved Sky View PDO. They are planning 59 townhome units on the eastern phase and 99 twin home (duplex) units on the west. During the PDO approval process there was a commercial site on the eastern side of the property, at this time the applicant is still in design stages for that portion and will come back with another application for the commercial property. The 2800 W project from the SR-7 interchange to 600 N has been approved by the city and is planned to be completed by the end of the year.

JUC Comments
The following items will need to be addressed:

1. **Power:** East side of 2800 W is planned to have a major transmission line, this will likely not impact their layout. Power improvements needed.
2. **Sewer:** Sewer is in a portion of 600 N, needs to coordinate with Ash Creek.
3. **Streets:** No comments
4. **Water**: Two different pressure zones. 2800 W will need to be built down to access. Water loop is required on the eastern phase. 12" ductile iron line needed on 3000 W
5. **Engineer:** Traffic study needed. A drainage study and Geotech study are needed. Need to see street cross-sections
6. **Fire:** Upper section needs to be sprinkled. Lower section needs second access functional

7. **Cable/Phone:** Good
8. **Gas:** Good
9. **Water Conservancy District**: No comments

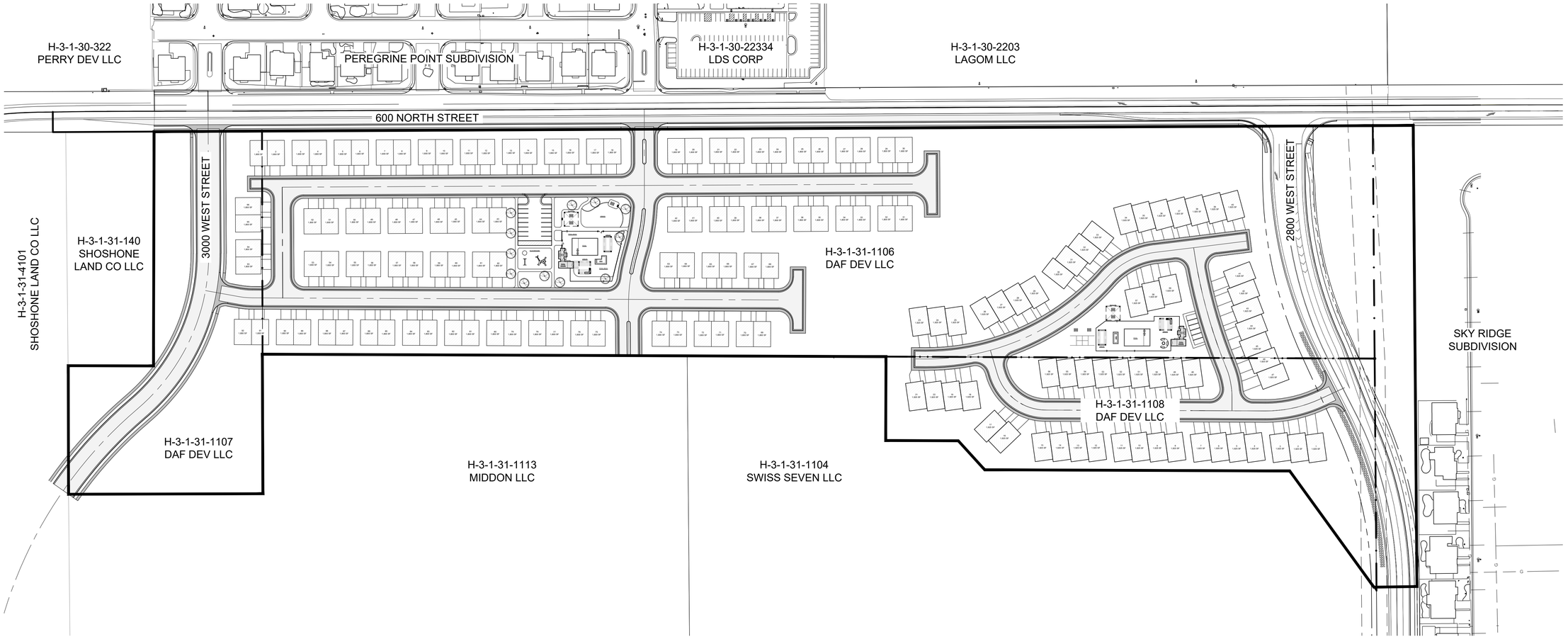


Staff Comments: Preliminary Plat

1. Zoning is R1-8 PDO. The density is 4.56 units per acre which aligns with the preliminary site plan.
2. Staff appreciates the connections to the neighboring properties in the western phase
3. The plat does not indicate in what order the phases will be developed
4. There are some steep slopes on the property. Due to the applicant not building on any slopes over 10% a sensitive lands application will not be required by staff. Staff has requested more information from the applicant on that point. The applicant will need to provide a full Geotech report for the placement of the homes located in the eastern phase of development near steep slopes.
5. The street parking in the amenity area on eastern phase is currently not permitted by city code.
6. Plat indicates the property is not in a desert tortoise take area.
7. A will serve letter from the sanitary and culinary water provider has not been provided
8. A note mentioning where the future commercial space is should be noted on the plat.
9. The applicant will need to provide a utility easement from the north road to 2800 W for proper utility looping. A pedestrian access should be added to provide better connectivity to 2800 W.
10. The applicant will need to coordinate with staff for improvements along 2800 W.
11. The applicant will need to complete improvements along 600 N and 3000 W. Some of these improvements will likely qualify for some impact fee reimbursement and should be negotiated with staff during construction drawings.
12. There are several open spaces and common spaces, including amenity areas in both areas. There is also additional open space within the development. On the final site plan the applicant will need to provide the city with detailed plans for each of those areas, including landscape planning.

Recommendation: Staff recommends the Planning Commission review this application based on standards with Hurricane City Code. Staff would recommend approval of this preliminary plat subject to staff and JUC comments

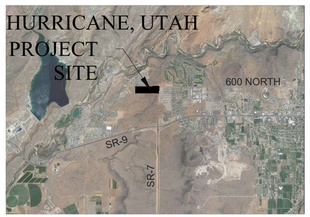
SKY VIEW SUBDIVISION
PRELIMINARY PLAT
HURRICANE, UTAH



DRAWING INDEX

C - CIVIL DRAWINGS
C1.1 - COVER SHEET
C1.2 - EXISTING CONDITIONS
C2.1 - PRELIMINARY PLAT WEST
C2.2 - PRELIMINARY PLAT EAST

PROJECT VICINITY



SKY VIEW SUBDIVISION - PROJECT INFORMATION

OWNER:

THE ALTA COMPANIES, LLC
ATTN: RICK RICHARDSON
297 AUTO MALL DRIVE
ST GEORGE, UTAH 84770
(435) 229-3642

ENGINEERING COMPANY

EXCEL DESIGN ASSOCIATES, LLC
321 NORTH MALL DRIVE, SUITE J-101
ST. GEORGE, UT 84790
OFFICE: 435-619-4586

SITE DATA

EXISTING ZONING:	R1-8
PROPOSED ZONING:	R1-8 W/ PDO
TOTAL SITE AREA:	1,480,532 SQ.FT.
	33.99 ACRES
EAST PHASE:	59 TOWNHOUSE UNITS
WEST PHASE:	96 TWIN HOME UNITS

LOCATED IN THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN

100 0 100
SCALE IN FEET

EXCEL DESIGN ASSOCIATES
"ENGINEERING EXCELLENCE"
DESIGN - ENGINEERING - LAND PLANNING
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E-MAIL Charles@ExcelDesign.us WEB SITE AT www.exceldesign.us

PROFESSIONAL ENGINEER
No.6269227
CHARLES W. HAMMON
2/25/22
STATE OF UTAH

SKY VIEW - PRELIMINARY PLAT
DAF DEV LLC

600 NORTH 2800 WEST
HURRICANE, UTAH
LOCATED IN THE N.E. 1/4 OF SEC. 31, T41S, R13W, SL B&M

REVISIONS

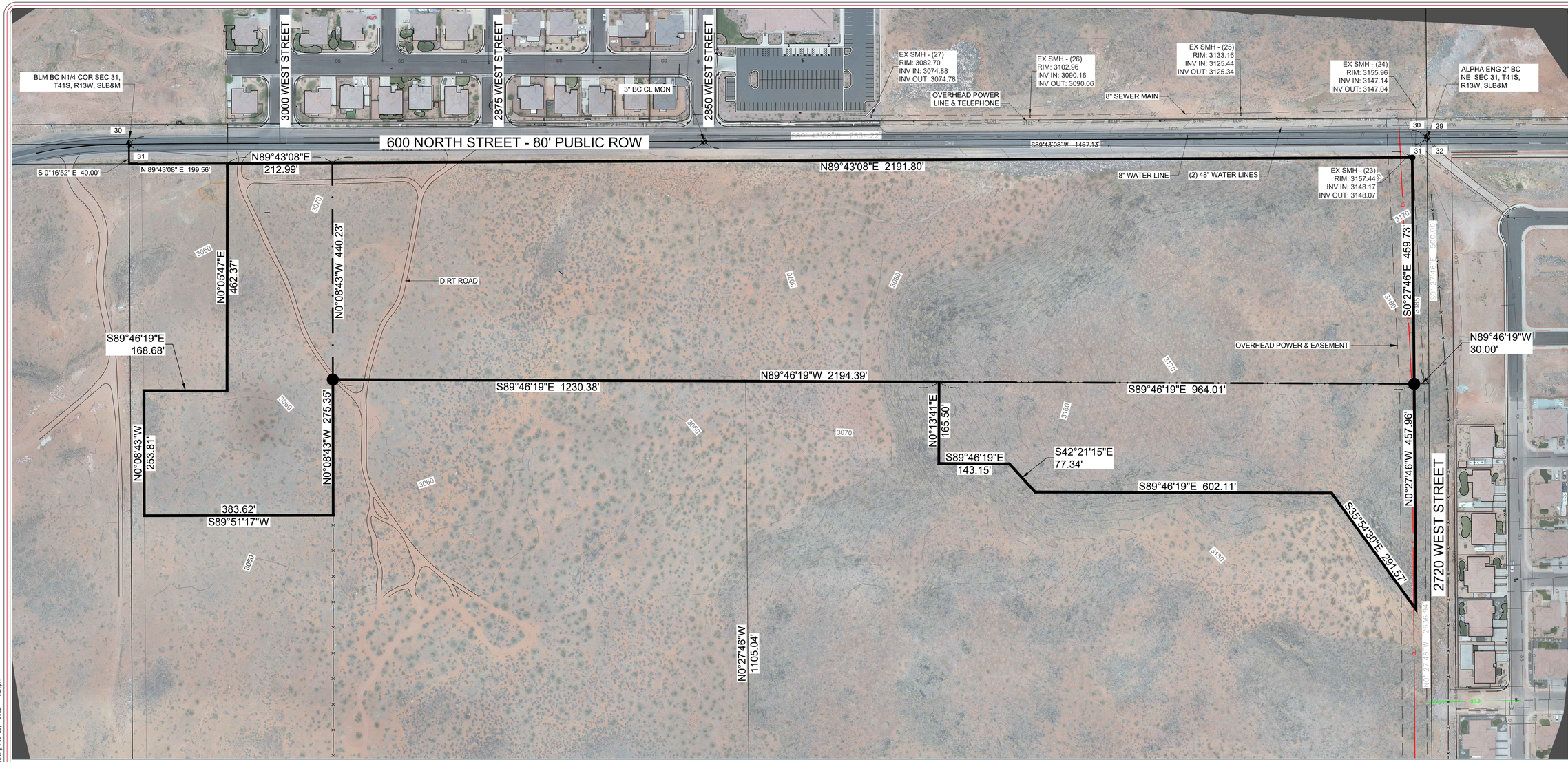
REV.	DATE	DESCRIPTION

PROJECT NO: 20-121-01
CAD DWG. FILE: 20-121-01_SITE
DRAWN BY: CWH
DESIGNED BY: CWH
FIELD CREW:
CHECKED BY:
DATE: 2/25/21

SHEET TITLE:
COVER SHEET

C-1.1
SHEET: 1 OF 4

\\SERVER-19\Excel\Projects\21-121-- Richardson\21-121-01 -- ALTA East\dwg\20-121-01_SITE_2-23-22_Preliminary Plat.dwg Feb 28, 2022 - 5:52pm



SITE PLAN NOTES

1. EXISTING UTILITIES AND SURFACE IMPROVEMENTS ARE SHOWN IN THEIR SURVEYED LOCATIONS BASED UPON THE SITE SURVEY PERFORMED BY EXCEL DESIGN ASSOCIATES ON 7/7/21. UNDERGROUND UTILITIES WHICH CANNOT BE LOCATED USING SURVEYING METHODS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS USING RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS, AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF IMPROVEMENTS WHICH CANNOT BE SURVEYED FROM THE SURFACE.

2. THE SUBSURFACE SOILS GENERALLY CONSIST OF LOOSE TO MEDIUM DENSE SILTY SAND WITH VARYING AMOUNTS OF GRAVEL UNDERLAIN BY CALICHE AND BASALT. FOR MORE INFORMATION SEE THE GEOTECHNICAL INVESTIGATION REPORT (LANDMARK TESTING & ENGINEERING, PROJECT NO. 21234, APRIL 2021)

3. THE SITE IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA.

4. THERE ARE NO EXISTING HURRICANE CANAL COMPANY FACILITIES, DITCHES, CANALS, NATURAL DRAINAGE CHANNELS, OPEN WATERWAYS, WELLS, SPRINGS RESERVOIRS OR PONDS WITHIN THE TRACT OR 100 FEET BEYOND THE TRACT BOUNDARIES.

5. ACCORDING TO THE USGS SPECIAL STUDY 127 GEOLOGIC HAZARDS:
   - 5.1. SURFACE FAULT RAPTURE: NOT AFFECTED
   - 5.2. LIQUEFACTION: H2 - HIGH2 - SIMILAR IN TEXTURE TO HIGH CATEGORY, NO GROUND-WATER INFORMATION
   - 5.2. FLOODING: NOT AFFECTED
   - 5.3. LANDSLIDE: PARTS WITHIN L-LOW (AREAS WHERE CATEGORY D UNITS CROP OUT ON SLOPES GREATER THAN 30 PERCENT)
   - 5.4. ROCK FALL: L - LOW ROCK FALL HAZARD AREA
   - 5.5. EXPANSIVE SOIL & ROCK: ESL - SOILS CLASSIFIED BY THE NRCS AS HAVING LOW SUSCEPTIBILITY FOR VOLUMETRIC CHANGE.
   - 5.6. COLLAPSIBLE SOILS: CS_A - UNCONSOLIDATED GEOLOGIC UNITS WITH REPORTED COLLAPSE VALUES OF GREATER THAN OR EQUAL TO 3 PERCENT.
   - 5.7. GYPSIFEROUS SOIL & ROCK: NOT AFFECTED
   - 5.8. BRECCIA PIPE & PALEOKARST: NOT AFFECTED
   - 5.9. SHALLOW BEDROCK: BR_B - BURIED: AREAS WHERE DEPTH TO BEDROCK IS LESS THAN OR EQUAL TO 10 FEET BENEATH SOIL COVER.
   - 5.10. CALICHE: Ca - AREAS WHERE CALICHE HORIZONS HAVE BEEN IDENTIFIED OR WHERE OLDER (PLEISTOCENE) DEPOSITS ARE PRESENT WHICH MAY CONTAIN CALICHE IN THE SUBSURFACE.
   - 5.11. WIND BLOWN SAND: WBS_H & WBS_L - BOTH HIGH & LOW
   - 5.12. PIPING & EROSION: P&ES - SOILS SUSCEPTIBLE TO PIPING AND EROSION
   - 5.13. SHALLOW GROUND WATER: NOT AFFECTED

KEY NOTE LEGEND

— — — EXISTING GROUND 2' MINOR CONTOUR & ELEVATION

— 3000 — EXISTING GROUND 10' MAJOR CONTOUR & ELEVATION

N

100 0 100

SCALE IN FEET

EXCEL DESIGN ASSOCIATES
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PROFESSIONAL ENGINEER No.6269227 CHARLES W. HAMMON 2/25/22 STATE OF UTAH

SKY VIEW - PRELIMINARY PLAT
DAF DEV LLC

600 NORTH 2800 WEST
HURRICANE, UTAH
LOCATED IN THE N.E. 1/4 OF SEC. 31, T41S, R13W, SLB&M

REVISIONS

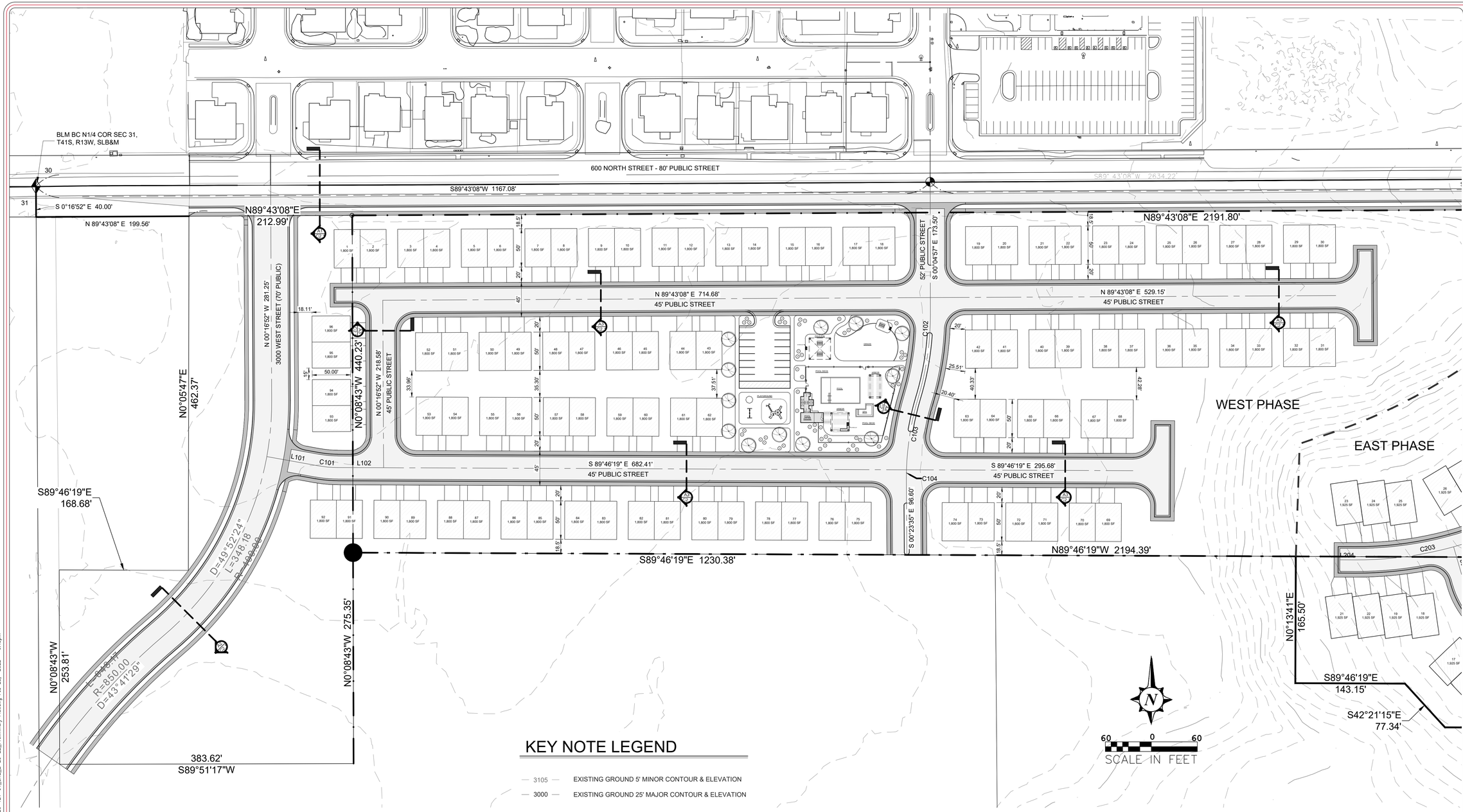
REV.	DATE	DESCRIPTION

PROJECT NO: 20-121-01
CAD DWG. FILE: 20-121-01_SITE
DRAWN BY: CWH
DESIGNED BY: CWH
FIELD CREW:
CHECKED BY:
DATE: 2/25/21

SHEET TITLE:
EXISTING CONDITIONS

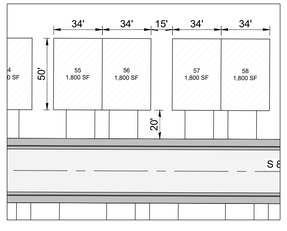
C-1.2
SHEET: 2 OF 4

\\SERVER-19\Excel\Projects\21-121-- Richardson\21-121-01 --- ALTA Ecel\dwg\20-121-01_SITE_2-23-22_Preliminary Plat.dwg Feb 28, 2022 - 6:24pm



KEY NOTE LEGEND

3105	EXISTING GROUND 5' MINOR CONTOUR & ELEVATION
3000	EXISTING GROUND 25' MAJOR CONTOUR & ELEVATION



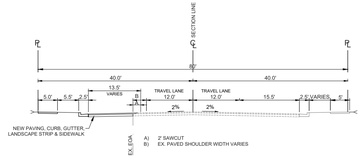
TYPICAL ALL UNITS

Parcel Line Table

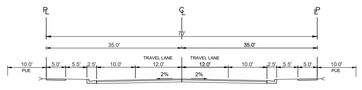
Line #	Length	Direction
L102	60.04	S89° 46' 18.90"E
L101	67.38	N79° 46' 01.63"W

Curve Table

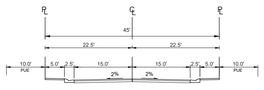
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C101	26.19	150.00	10.00	S84° 46' 10"E	26.16
C102	108.88	371.00	16.81	N8° 19' 30"E	108.49
C103	96.49	371.00	14.90	S9° 16' 55"W	96.21
C104	14.40	371.00	2.22	S0° 43' 09"W	14.40



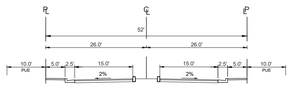
CROSS SECTION A1 - 600 NORTH STREET
SCALE: NONE



CROSS SECTION A2 - 3000 WEST STREET
SCALE: NONE



CROSS SECTION A3 - SKY VIEW STREETS
SCALE: NONE



CROSS SECTION A4 - SKY VIEW STREETS
SCALE: NONE

EXCEL DESIGN ASSOCIATES
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PROFESSIONAL ENGINEER
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CHARLES W. HAMMON
2/25/22
STATE OF UTAH

SKY VIEW - PRELIMINARY PLAT
DAF DEV LLC

600 NORTH 2800 WEST
HURRICANE, UTAH
LOCATED IN THE N.E. 1/4 OF SEC. 31, T41S, R13W, SLB&M

REVISIONS

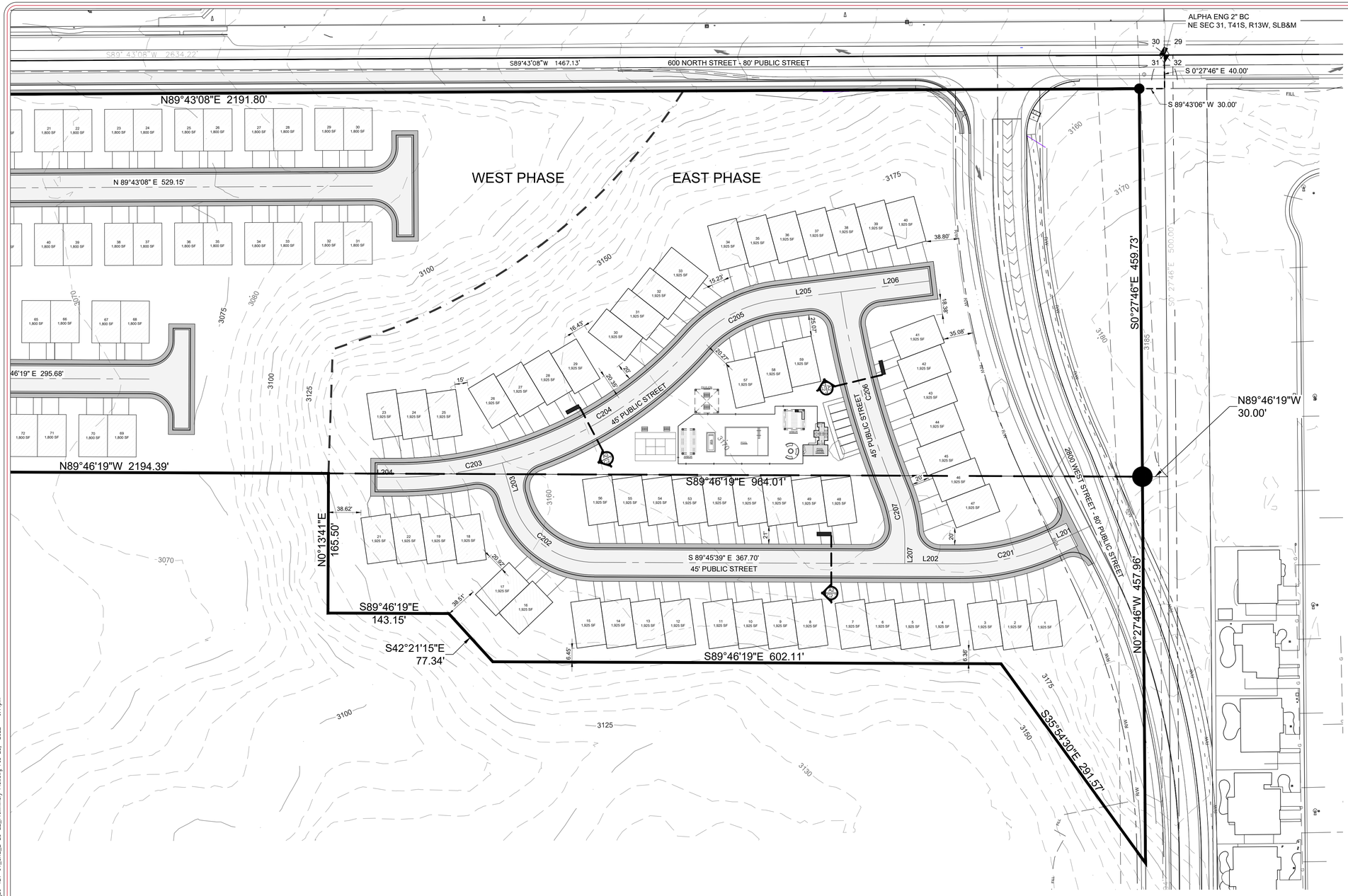
REV.	DATE	DESCRIPTION
△		
△		
△		
△		
△		

PROJECT NO: 20-121-01
CAD DWG. FILE: 20-121-01_SITE
DRAWN BY: CWH
DESIGNED BY: CWH
FIELD CREW:
CHECKED BY:
DATE: 2/25/21

SHEET TITLE:
PRELIMINARY PLAT WEST PHASE

C-2.1
SHEET: 3 OF 4

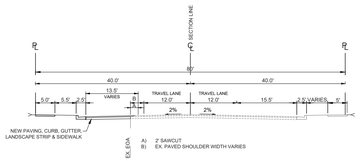
\\SERVER-19\Excel\Projects\21-121-- Richardson\21-121-01 -- ALTA East\dwg\20-121-01_SITE_2-23-22_Preliminary Plat.dwg Feb 28, 2022 - 6:45pm



TYPICAL ALL UNITS

Parcel Line Table		
Line #	Length	Direction
L203	47.55	S16° 08' 55.68"E
L207	26.31	S0° 14' 20.76"W
L204	20.00	S89° 46' 18.90"E
L205	75.81	N82° 59' 49.59"E
L206	105.66	N82° 59' 49.59"E
L202	65.69	S89° 45' 39.24"E
L201	52.61	N65° 11' 54.13"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C202	128.48	100.00	73.61	S52° 57' 17"E	119.82
C201	111.88	256.00	25.04	N77° 43' 07"E	110.99
C206	245.86	996.00	14.14	S15° 11' 12"E	245.24
C207	60.47	154.00	22.50	N11° 00' 35"W	60.08
C203	130.00	476.09	15.65	N82° 24' 19"E	129.60
C205	111.22	154.00	41.38	S62° 18' 27"W	108.82
C204	273.92	476.09	32.96	N58° 06' 01"E	270.15



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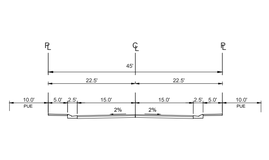
SCALE: NONE



CROSS SECTION A3 - SKY VIEW STREETS

SCALE: NONE

KEY NOTE LEGEND

— 3105 — EXISTING GROUND 5' MINOR CONTOUR & ELEVATION

— 3000 — EXISTING GROUND 25' MAJOR CONTOUR & ELEVATION

N

60 0 60

SCALE IN FEET

EXCEL DESIGN ASSOCIATES
"ENGINEERING EXCELLENCE"
DESIGN - ENGINEERING - LAND PLANNING
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PROFESSIONAL ENGINEER
No.6269227
CHARLES W. HAMMON
2/25/22
STATE OF UTAH

SKY VIEW - PRELIMINARY PLAT
DAF DEV LLC

600 NORTH 2800 WEST
HURRICANE, UTAH
LOCATED IN THE N.E. 1/4 OF SEC. 31, T41S, R13W, SLB&M

REVISIONS

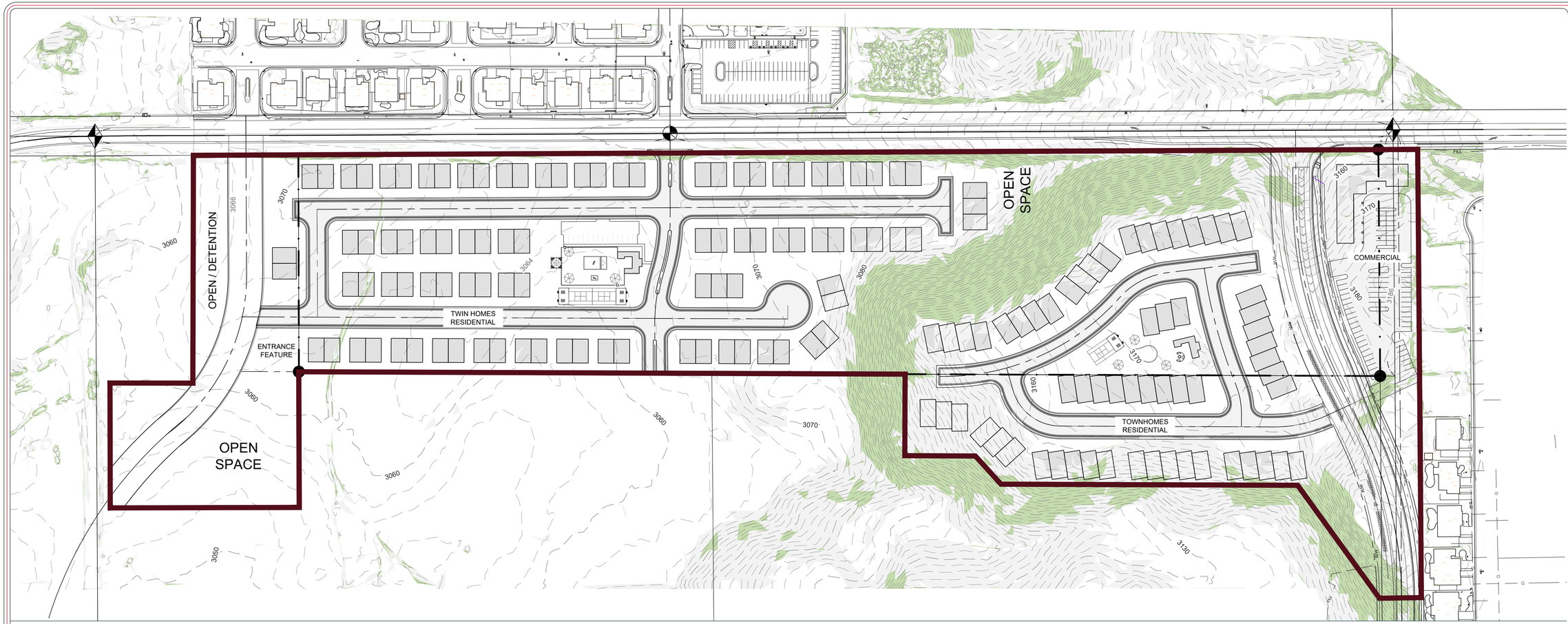
REV.	DATE	DESCRIPTION

PROJECT NO: 20-121-01
CAD DWG. FILE: 20-121-01_SITE
DRAWN BY: CWH
DESIGNED BY: CWH
FIELD CREW:
CHECKED BY:
DATE: 2/25/21

SHEET TITLE:
PRELIMINARY PLAT EAST

C-2.2
SHEET: 4 OF 4

\\SERVER-19\Excel\Projects\21-121-- Richardson\21-121-01 --- ALTA Esel\dwg\20-121-01_SITE_2-23-22_Preliminary Plat.dwg Feb 28, 2022 - 6:44pm



PROJECT INFORMATION

OWNER:

THE ALTA COMPANIES, LLC
ATTN: RICK RICHARDSON
297 AUTO MALL DRIVE
ST GEORGE, UTAH 84770
(435) 229-3642

ENGINEERING COMPANY

EXCEL DESIGN ASSOCIATES, LLC
321 NORTH MALL DRIVE, SUITE J-101
ST. GEORGE, UT 84790
OFFICE: 435-619-4586

SITE DATA

EXISTING ZONING: R1-8
PROPOSED ZONING: R1-8 W/ PDO
TOTAL SITE AREA: 1,480,532 SQ.FT.
33.99 ACRES

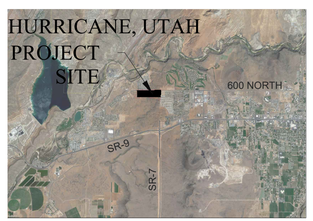
UPPER AREA: COMMERCIAL SITE &
60 TOWNHOUSE UNITS
LOWER AREA: 94 TWIN HOME UNITS
2 TRI-PLEX UNITS

DENSITY CALCULATION

33.99 ACRES - 4.06 ACRES (>30%) = 29.93 NET ACRES
29.93 ACRES * 80% * 43,560 / 8,000 = 130 UNITS
PROPOSED DENSITY BONUS (20%) = **156 UNITS**

SURFACE SLOPE DATA				
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR	AREA
1	10.000%	29.000%		5.67
2	30.000%	2044.000%		4.06

PROJECT VICINITY



KEY NOTE LEGEND

EXISTING GROUND 2' MINOR CONTOUR & ELEVATION
3000 EXISTING GROUND 10' MAJOR CONTOUR & ELEVATION

100 0 100
SCALE IN FEET

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SKY VIEW - PRELIMINARY SITE PLAN
DAF DEV LLC

600 NORTH 2800 WEST
HURRICANE, UTAH
LOCATED IN THE N.E. 1/4 OF SEC. 31, T41S, R13W, SLB&M

REVISIONS

REV.	DATE	DESCRIPTION

PROJECT NO: 20-121-01
CAD DWG. FILE: 20-121-01_SITE
DRAWN BY: CWH
DESIGNED BY: CWH
FIELD CREW:
CHECKED BY:
DATE: 10/29/21

SHEET TITLE:
PRELIMINARY SITE PLAN

C-2.1
SHEET: 1 OF 3

\\SERVER-19\Excel\Projects\21-121 -- Richardson\21-121-01 -- ALTA East\dwg\20-121-01_SITE_10-29-21.dwg Nov 01, 2021 - 3:11pm

EXCEL DESIGN ASSOCIATES
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SKY VIEW - PRELIMINARY SITE PLAN
DAF DEV LLC

600 NORTH 2800 WEST
HURRICANE, UTAH
LOCATED IN THE N.E. 1/4 OF SEC. 31, T41S, R13W, SLB&M

REVISIONS

REV.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

PROJECT NO:	20-121-01
CAD DWG. FILE:	20-121-01_SITE
DRAWN BY:	CWH
DESIGNED BY:	CWH
FIELD CREW:	
CHECKED BY:	
DATE:	10/29/21

SHEET TITLE:
UPPER SITE PLAN

C-2.2
SHEET: 2 OF 3

\\SERVER-19\Excel\Projects\21-121--- Richardson\21-121-01 --- ALTA Cost\dwg\20-121-01_SITE_10-29-21.dwg Nov 01, 2021 - 2:53pm

60 0 60
SCALE IN FEET

OPEN / DETENTION

OPEN SPACE

OPEN SPACE

ENTRANCE FEATURE

3060 3064 3066 3070 3080

SS 8" SS 8" SS 8"

HURRICANE CITY
UTAH

STAFF COMMENTS

Ordinance 2022-07: Consideration and possible approval of a proposed **Zone Change Amendment request located at 366 West 300 North from R1-10, residential one unit per 10,000 square feet, to RM-2, multifamily 10 units per acre**, to build a duplex. Larry Loveless Applicant.

Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-ZC-08 Loveless
2. Ordinance 2022-07 Loveless Zone Change
3. 2022-ZC-08 Loveless

ZONE CHANGE APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $500.00

For Office Use Only:
File No. 2022-ZC-08
Receipt No. 7.690935

Name: Larry Loveless **Telephone:** 801-520-2028

Address: 449 N. 300 E. Santaquin Utah **Fax No.** _____

Agent (If Applicable): _____ **Telephone:** _____

Email: larry.loveless@MS.N **Agent Email:** _____

Address/Location of Subject Property: 366 West 300 N. Hurricane

Tax ID of Subject Property: H-334-4 **Existing Zone District:** RM-1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)
House burned down. I want to tear down whats left and build a duplex

Submittal Requirements: The zone change application shall provide the following:

- ✓ a. The name and address of every person or company the applicant represents;
- ✓ b. An accurate property map showing the existing and proposed zoning classifications;
- ✓ c. All abutting properties showing present zoning classifications;
- ✓ d. An accurate legal description of the property to be rezoned;
- ✓ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ✓ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

****

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF)

I (we), Larry Loveless, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

Larry Loveless
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 26 day of February 2022

Sharee Chapman
(Notary Public)

Residing in: Payson Ut

My Commission Expires: Sept 23, 2024

SHAREE CHAPMAN
Notary Public - State of Utah
Comm. No. 714215
My Commission Expires on
Sep 23, 2024

Agent Authorization

I (we),_____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s)_____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

_____
(Property Owner)

_____
(Property Owner)

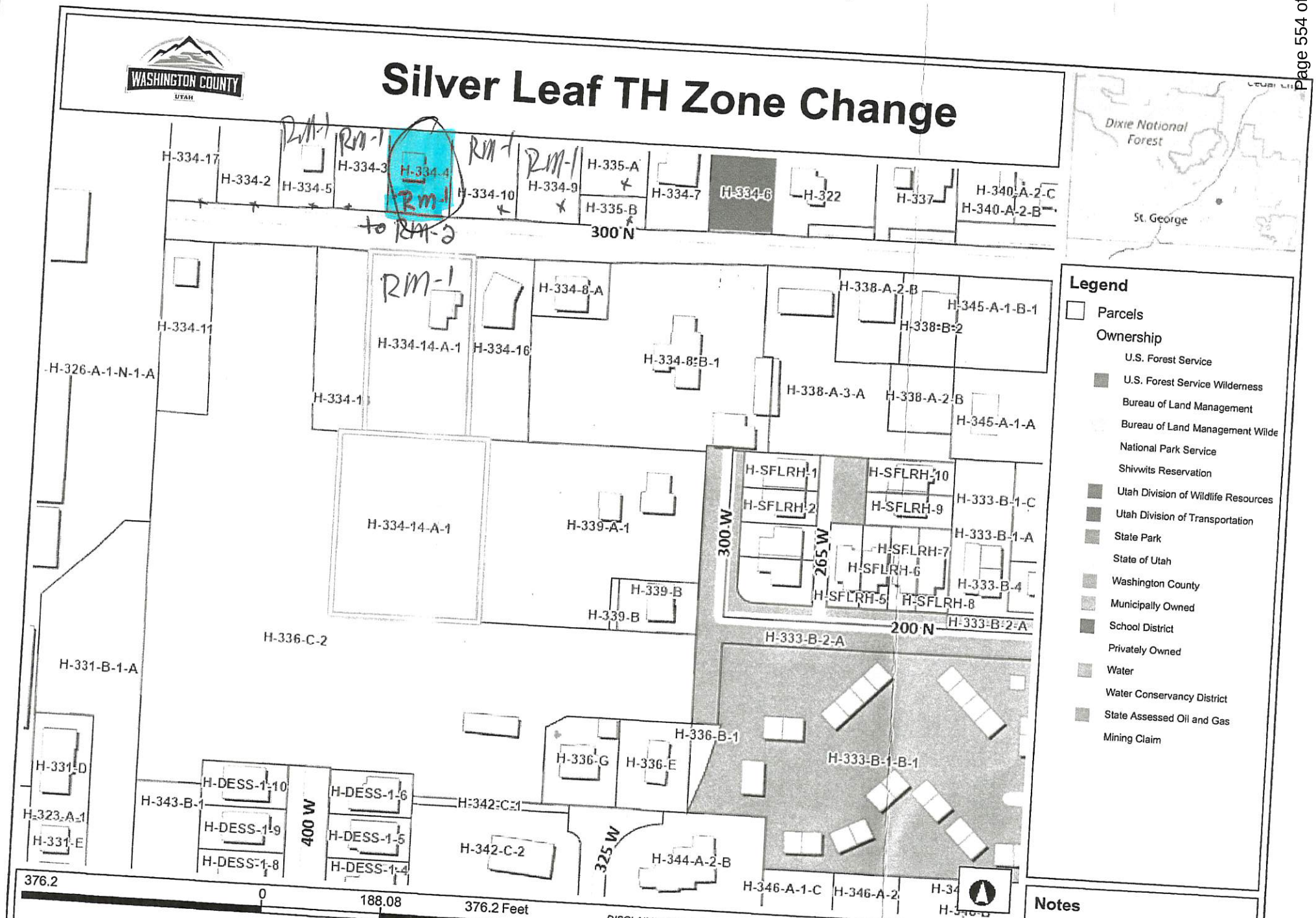
Subscribed and sworn to me this _____ day of _____ 20___.

_____
(Notary Public)

Residing in:_____

My Commission Expires:_____

Silver Leaf TH Zone Change



DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

Notes

ORDER NO. 165509/STG

WHEN RECORDED MAIL DOCUMENT
AND TAX NOTICE TO:
LARRY D. LOVELESS
P.O. Box 639
Santaquin, Ut
84655

WARRANTY DEED

ROBERT N. HERRICK

Grantor,

of FORT LAUDERDALE, County of BROWARD, State of FL
hereby CONVEY and WARRANT to

LARRY D. LOVELESS, Trustee THE LARRY D. LOVELESS LIVING TRUST, dated OCTOBER 23, 1991
Grantee,

of HURRICANE, County of WASHINGTON, State of UT, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON county, State of UT, to-wit

Beginning at a point 17 rods East of the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 34, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence East 82.5 feet; thence South 222.75 feet; thence West 82.5 feet; thence North 222.75 feet to the point of beginning.

H-334-4

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2020 taxes and thereafter.

WITNESS the hand of said grantor, this _____ day of July, 2020.

_____
ROBERT N. HERRICK

_____

STATE OF FLORIDA)
§
COUNTY OF BROWARD)

On the _____ day of July, 2020, personally appeared before me ROBERT N. HERRICK, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

_____
Notary Public
Residing at:
My commission expires:

STRATTON SERVICES LLC
H-334-11
126 W 100 N
HURRICANE, UT 84737

BEATTY DONALD LEE & KLEA R TRS
H-334-8-A
303 W 300 N # 12-12
HURRICANE, UT 84737

BEATTY LEE TR
H-335-B
303 W 300 N
HURRICANE, UT 84737

BEATTY DONALD LEE & KLEA R TRS
H-334-9
303 W 300 N # 12-12
HURRICANE, UT 84737

KELLER CHRISTOPHER J
H-334-7
302 W 300 N
HURRICANE, UT 84737

STRATTON SERVICES LLC
H-334-3
126 W 100 N
HURRICANE, UT 84737

BEATTY DONALD LEE & KLEA R
H-335-A
303 W 300 N # 12-12
HURRICANE, UT 84737-2040

CSB DEV HH LLC
H-334-17
765 S SKYLAKE DR
SALEM, UT 84653

WEBSTER PAMELA HAZEL
H-334-16
355 W 300 N
HURRICANE, UT 84737-2040

EWERS KIM J TR, ET AL
H-334-2
615 E WELLS FARGO RD
VEYO, UT 84782

LDS CORP OF PRES OF CHURCH
H-334-10
50 E NORTH TEMPLE ST STE 2225
SALT LAKE CITY, UT 84150-0022

LOVELESS LARRY D TR
H-334-4
PO BOX 639
SANTAQUIN, UT 84655-0639

ISOM CLINTON FLOYD & LILLIAN JONES FAMIL
H-334-14-A-1
1681 STEWART ST
SALT LAKE CITY, UT 84104

BEATTY DONALD LEE & KLEA R TRS
H-334-8-B-1
303 W 300 N
HURRICANE, UT 84737

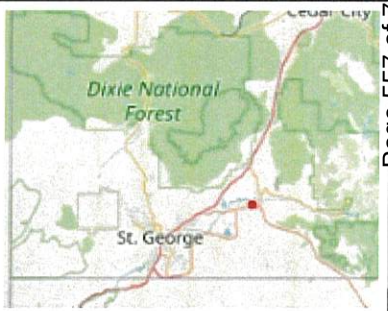
AKA HURRICANE LLC
H-334-13
5284 S COMMERCE DR STE C274
MURRAY, UT 84107

WASHINGTON COUNTY BOARD OF ED
H-3-1-34-11121
121 W TABERNACLE ST
SAINT GEORGE, UT 84770-3338

AKA HURRICANE LLC
H-336-C-2
5284 S COMMERCE DR STE C274
MURRAY, UT 84107

EWERS KIM J TR, ET AL
H-334-5
615 E WELLS FARGO RD
VEYO, UT 84782

Loveless Zone Change



Legend

- Parcels
- Ownership
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management Wilde
  - National Park Service
  - Shivwits Reservation
  - Utah Division of Wildlife Resources
  - Utah Division of Transportation
  - State Park
  - State of Utah
  - Washington County
  - Municipally Owned
  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

Notes

188.1 0 94.04 188.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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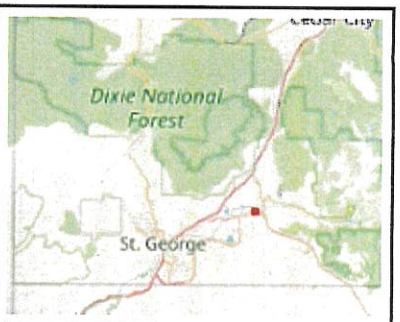
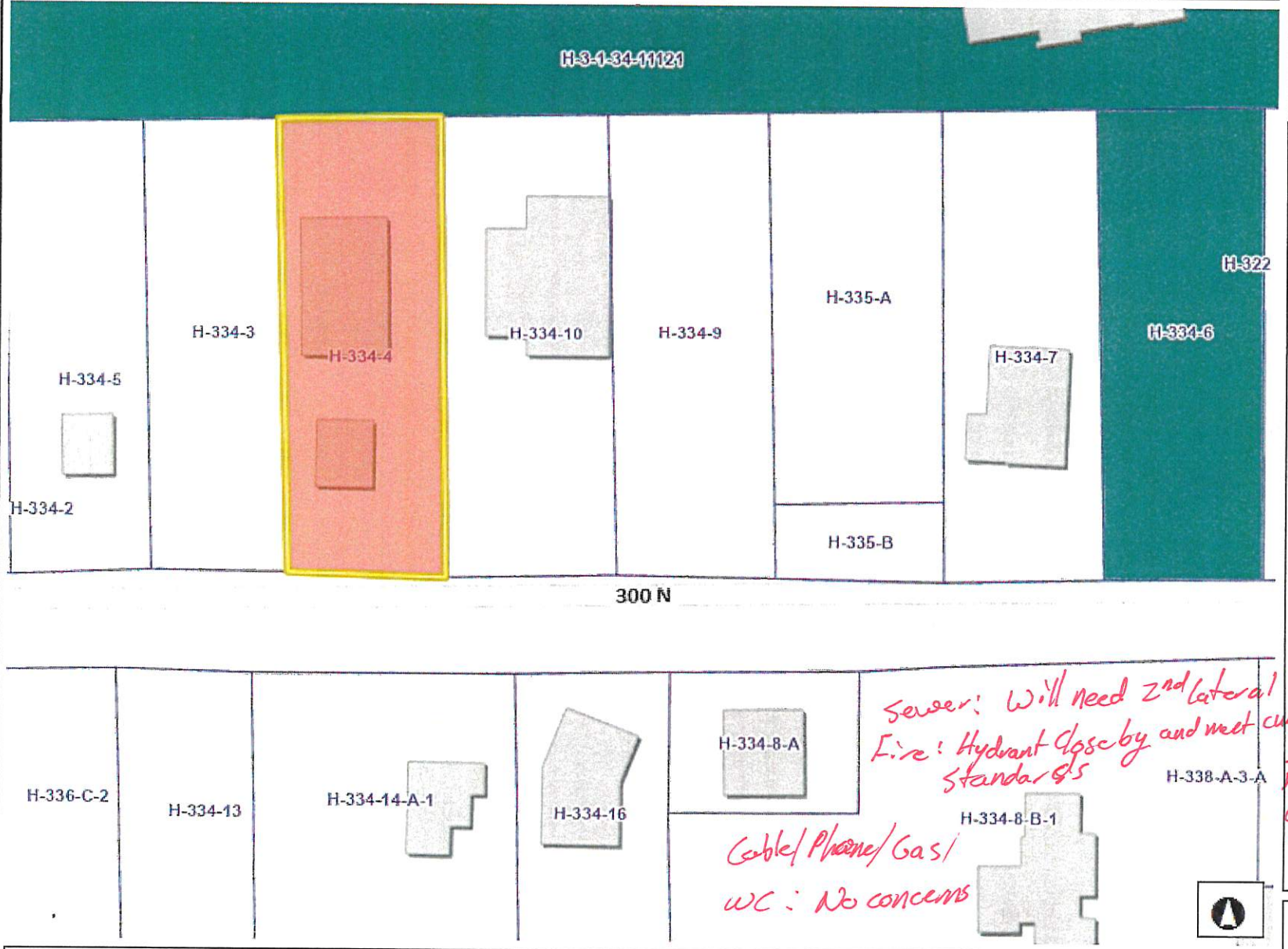
Loveless Zone Change





Legend

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  - U.S. Forest Service Wilderness
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  - Bureau of Land Management Wilde
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  - Shivwits Reservation
  - Utah Division of Wildlife Resources
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  - State Park
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Notes

188.1 0 94.04 188.1 Feet

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ORDINANCE NO 2022-07

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-334-4 FROM R1-10 TO RM-1

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries,

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposed amendment does have adequate services to the property; and

WHEREAS, the Planning Commission gave a positive recommendation to change to zoning from R1-10 to RM-1; and

WHEREAS, the City wishes to encourage infill development to provide a variety of housing options in the proper locations, and

WHEREAS, Hurricane City Code requires that RM-2 zoned area be a minimum of one acre, but that RM-1 does not have a minimum size requirement.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT

1. The proposed zone change for H-334-4 from R1-10 to RM-1 is approved.

PASSED AND APPROVED on this 7th day of April 2022.

Hurricane City

_____
Mayor

Attest:

_____
Cindy Beteag, City Recorder

PLANNING & ZONING
HURRICANE CITY
UTAH

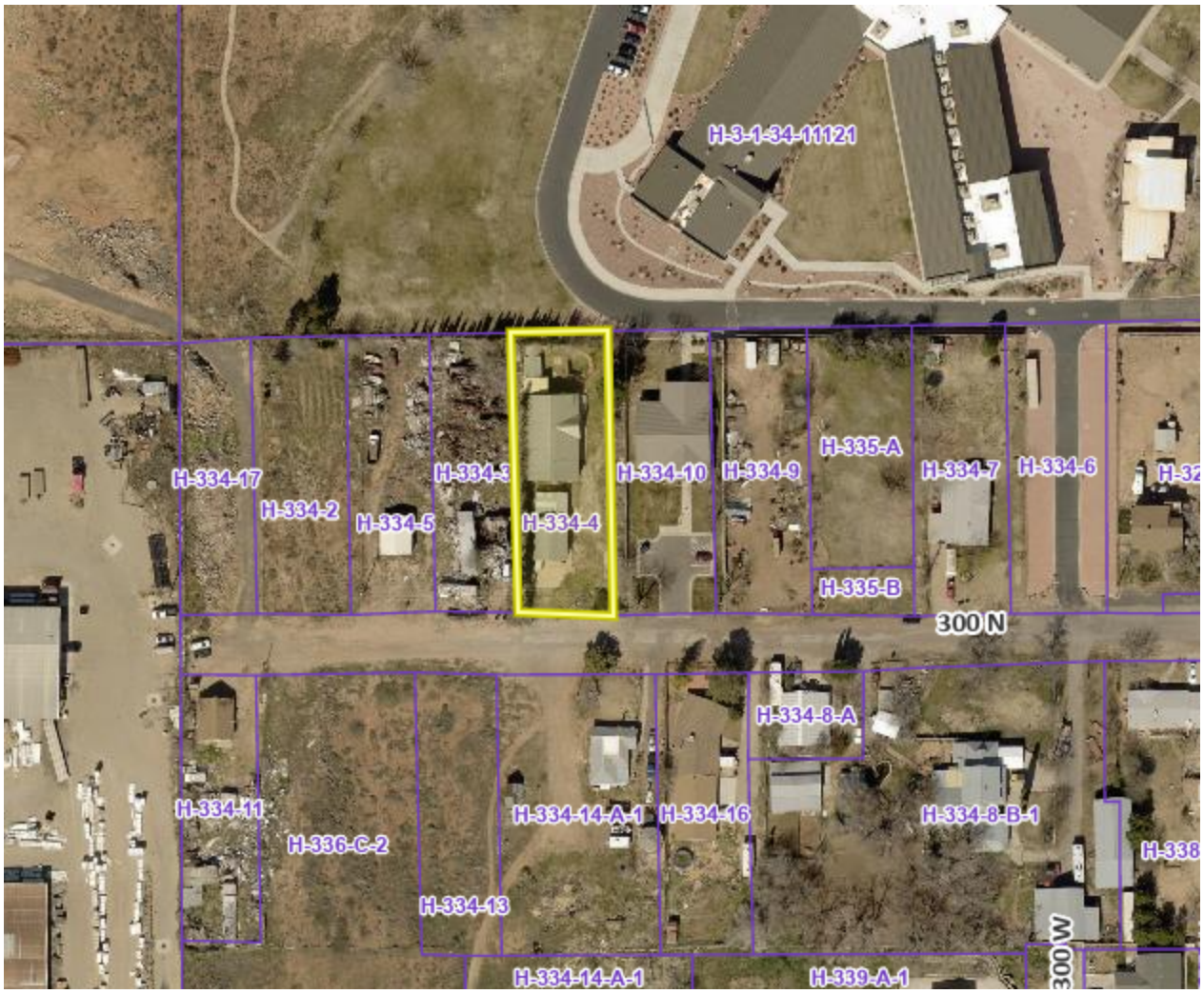
STAFF COMMENTS

Agenda Date:	**04/07/2022**
Application Number:	2021-ZC-36
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Larry Loveless
Agent:	
Request:	A Zone Change from R1-10 to RM-2
Location:	366 W 300 N
Zoning:	R1-10
General Plan Map:	Planned Community

Planning Commission
The Planning Commission gave a positive recommendation for an RM-1 Zoning on the property. The vote was split four to three. The main objection to the proposal was that it was not in the same character of the surrounding neighborhood.

Discussion:
The applicant is seeking a zone change from R1-10 to RM-2 on .42 acres of property. The house on this property burned down recently and the applicant wants to tear down the remaining structure and put in a duplex. RM-2 zoning would allow the applicant to put up to 4 units on the property while RM-1 zoning would allow for just the duplex.

	Zoning	Adjacent Land Use
North	PF	Hurricane Middle School
East	R1-10 and M-1	Empty lots and Scholzen Products
South	R1-10 and RM-2	Silver Leaf Townhomes
West	R1-10 and RM-1	Single Family Homes, some duplexes



To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:

1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

3. The extent to which the proposed amendment may adversely affect adjacent property; and

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as a Planned Community. The 2021 General Plan defines Planned Community as follows:

Planned Community
Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.

The RM-2 zoning complies with the General Plan Map. There is a variety of housing types in this area from townhomes to duplexes to mobile homes and single family homes. There are also a variety of ages of structures in this area which gives it a character not seen anywhere else in the city.

The General Plan mapped this area as Planned Community to encourage denser infill development along the edges of the downtown area (this property is approximately 400 feet from the edge of the downtown district) with its proximity to schools, parks, churches, and utilities.

The Hurricane City General Plan recommends that the City consider adding different housing types in appropriate areas:

> *In recent years, the City has recognized the need to approve zoning changes and project plans that provide a wider variety of housing options for Hurricane residents. A number of new multi-family housing units have been approved in recent years and are in various stages of construction and occupation. These multi-family homes are a mixture of rental apartments, rental and owner-occupied townhomes, and duplex housing.*
>
> *In 2018, the City adopted the Hurricane Moderate Income Housing Plan. The Plan provides information on housing costs in Hurricane, local incomes, and the attainability of housing for City residents. The Plan also sets policies and identifies strategies to broaden housing availability. The 2019 Plan states:*
>
> *"While the City cannot control the housing market, it can take steps to ensure housing options continue to be available for all residents of all income ranges and ages. These include locating appropriate land use designations for multi-family housing, manufactured home communities, and townhome development. Ensuring these land use designations are located in areas convenient to*
> *shopping, transportation, and jobs will help families keep transportation costs lower. The City will be starting an amendment of the entire General Plan in 2020 and will ensure consideration is given to these factors when finalizing the updated plan." (Hurricane City General Plan, 2021, p 41).*

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: The area is split between single family zoning and multifamily/mobile home zoning. The majority of the surrounding area is single family zoning or is part of larger multifamily developments. While a single duplex would be out of character with the existing development staff does not believe that a single duplex will have much of an effect on the overall character of the neighborhood

3. Will the proposed amendment affect the adjacent property?

Response: The proposed zoning will allow the addition of two new residential units to the property. Staff does not believe that the added residents will affect adjacent properties assuming the property is developed smartly.

4. Are public facilities and services adequate to serve the subject property?

Response: Facilities and services are adequate for this development. JUC had no major concerns about availability. The applicant will need to do some roadway improvements in front of the property to bring it up to Hurricane standards.

Other Considerations

Is this a Spot Zone?
Spot zoning is a factor that the Planning Commission should consider for smaller zone changes. However, spot zoning has become less critical in the past few years as cities have embraced various uses within single areas; it is still important to avoid creating small pockets of land use that may conflict with the area as a whole. Therefore, when considering if an item is a spot zone, there are few items to consider.

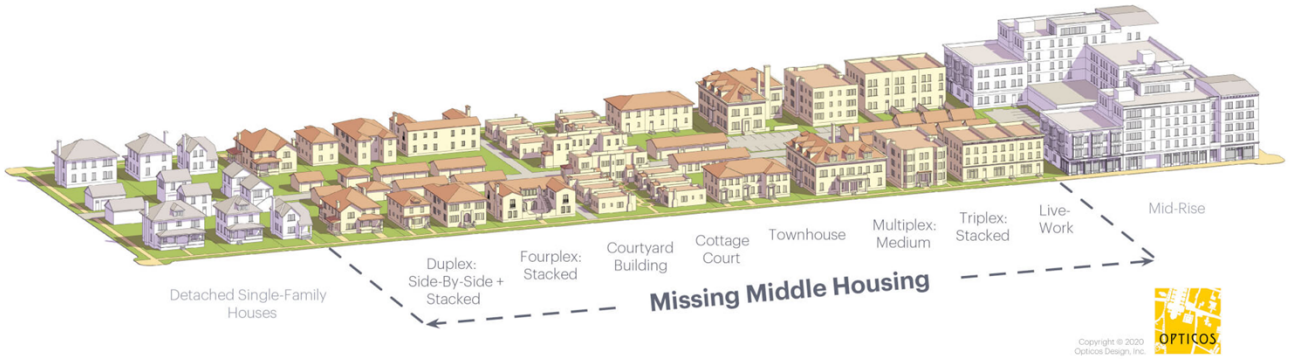
1. Is this zoning different from the surrounding property and limited in scope?
2. Does the zone comply with the General Plan Map?
3. Is the proposed zoning and permitted use different in character?
4. Is the zoning requested different from trends and zoning requested and approved in other sections of the City?
5. What type of uses are anticipated in the surrounding area?

Though the zone change is limited based on the size of the parcel, staff does not believe this would meet the legal criteria for it to be considered a spot zone for the following reasons:

1. It complies with the General Plan Map
2. The change requested is consistent with development trends across the City
3. The difference between MH/RV and RM-2 is minimal, and staff would argue that the primary zoning goal of both zones is to support denser and more diverse housing options, especially in this part of town. Staff does not foresee any major conflict with the two zones.
4. There are several similar spot zones throughout this part of the city

There is some good additional information about spot zones at the following link: PlannersWeb: Understanding Spot Zoning.

Missing Middle Housing:



Duplexes are part of the missing middle housing. Over the past 60 years, most housing growth has been either single family homes in suburban areas or large apartment complexes in urban centers. "Middle" types of housing such as duplexes, townhomes, mixed-use buildings etc. have become rare in recent years. However, with ever increasing housing prices, these housing types are increasingly popular as starter homes for young families. These housing types are also considered a good way to increase neighborhood density, especially in more walkable parts of town such as near downtown, without the same level of impact on a neighborhood that a mid-rise apartment complex would have.

JUC Comments:
Power: No concerns
Water: Water is there, need second water meter
Streets: May need to dedicate some property. Will need road improvements
Sewer: Will need second lateral
Fire: Hydrant nearby and meets current standards

Findings:
Staff makes the following findings:

1. The application meets the standards within the General Plan and General Plan Map.
2. Most of the surrounding development is single family homes. While a duplex would be out of character for the neighborhood staff believes a single well designed duplex would not be considered a huge change for the neighborhood
3. The proposed amendment will have an impact on the area, but the limited number of units would mitigate the impact.
4. Services are adequate to serve the area and proposed project.
5. The application is requesting an RM-2 zone to build a duplex. Per city code an RM-1 zoning would accomplish the same goal. Per discussion with the applicant they wanted to keep their request at RM-2 in order to possibly build a third or fourth unit. Upon further review of the city code at least 1 acre of property is required to be rezoned to RM-2 and the applicant only has .47 acres. RM-1 has no such restriction and would still allow the building of a duplex.

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and consider residents' comments. Staff would recommend approval of the proposed zone change to RM-1.

HURRICANE CITY
UTAH

STAFF COMMENTS

Discussion regarding the **realignment of 1100 West and the property abutting it** owned by Hurricane City and Diamond Edge Construction - Scott Stratton

Discussion:

Findings:

Recommendation:

Attachments:
None

HURRICANE CITY
UTAH

STAFF COMMENTS

Ordinance 2022-08: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx. 3150 South 1100 West to contain a PDO, planned development overlay with the currently underlying zone of RM-2, multifamily 10 units per acre**. Parcel numbers H-3394-H, H-3394-J-1, and H-3394-B-1-B. Blue Mountain Property Enterprises LLC Applicant. Scott Stratton Agent.

Discussion:

Findings:

Recommendation:

Attachments:

1. Ordinance 2022-08 Bench Lake Townhomes PDO Zone Change
2. 2022-ZC-09 2022-PSP-10 App
3. 2022-ZC-09 Bench Lake Townhomes PDO
4. 2022-ZC-09 Map
5. 1100 West Bramall Parcels 11-25-20

ORDINANCE NO 2022-08

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-3394-H, H-3394-J-1, and H-3394-B-1-B. FROM RM-2 TO RM-2 PDO

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries,

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the Planning Commission gave a positive recommendation to change to zoning; and

WHEREAS, the applicant is not seeking any density bonus with the PDO overlay, but seeking a better design for the project.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT

1. The proposed zone change for parcels H-3394-H, H-3394-J-1, and H-3394-B-1-B from RM-2 to RM-2 PDO is approved.
2. The proposed site plan is approved with the conditions that the City and property owner agree to a proper abandonment, relocation, and construction of 1100 W as shown on the preliminary site plan.

PASSED AND APPROVED on this 7th day of April 2022.

Hurricane City

_____
Mayor

Attest:

_____
Cindy Beteag, City Recorder

ZONE CHANGE APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $500.00

For Office Use Only:
File No. 2022-2C-09
Receipt No. 8-156905

Name: Blue Mountain Property Enterprises LLC 256 N 200 W Blanding, UT 84511-3618 + Diamond Edge Construction LLC **Telephone:** _____

Address: 256 N 200 W Blanding, UT 84511 **Fax No.** _____

Agent (If Applicable): Scott Stratton **Telephone:** 435-467-4966

Email: scottstratton4966@gmail.com **Agent Email:** same

Address/Location of Subject Property: Approx. 3150 S. 1100 W

Tax ID of Subject Property: H-3394-J-4, H-3394-H, H-3394-B-1-B **Existing Zone District:** RM-2 + Public Facility

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)

Rezone to PDO

Submittal Requirements: The zone change application shall provide the following:

- ✓ a. The name and address of every person or company the applicant represents;
- ✓ b. An accurate property map showing the existing and proposed zoning classifications;
- ✓ c. All abutting properties showing present zoning classifications;
- ✓ d. An accurate legal description of the property to be rezoned;
- ✓ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ✓ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

****

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____

ZONE CHANGE APPLICATION (General Information)

PURPOSE

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the City's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report, and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

PRELIMINARY SITE PLAN REVIEW APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee $200.00

For Office Use Only:
File No. 2022-PSP-10
Receipt No. 8.156905

Name: Blue Mountain Property Enterprise LLC 250 N 200 W Blanding, UT 84511 & Diamond Edge Construction LLC **Telephone:** _____

Address: 250 N 200 W Blanding, UT 84511 **Fax No.** _____

Agent (If applicable): Scott Stratton **Agent's Phone:** 435-467-4966

Email: _____ **Agent Email:** scottstratton4966@gmail.com

Address/Location of Subject Property: Approx. 3150 S. 1100 W

Tax ID of Subject Property: ~~H-3394-H, H-3394-B-1-B~~ H-3394-J-1 **Zone District:** RM-2 & Public Facility

Proposed Use: (Describe, use extra sheet if necessary) Townhomes

This application shall be accompanied by the following:

✓ 1. A vicinity map showing the general location of the project.

2. Three (3) copies of a site plan showing:
   - ✓ Topography showing 2' contours, identification of 30% or greater slopes:
   - ✓ The layout of proposed uses;
   - ✓ Location of open space when applicable;
   - ✓ Proposed access to the property and traffic circulation patterns;
   - ✓ Adjoining properties and uses:
   - ✓ Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any;

✓ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities;

✓ 4. Tables showing the number of acres in the proposed development and a land use summary; and

✓ 5. A phased development plan if applicable.

✓ 6. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and the fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

****

(Office Use Only)

Date Received: _____ Received by: _____

Date application deemed to be complete: _____Completion determination made by:_____

PRELIMINARY SITE PLAN

PURPOSE

The site plan review process is established to encourage adequate advanced planning and assure a good quality environment for the City. Such procedure is intended to provide for orderly, harmonious, safe, and functionally efficient development consistent with priorities, values, and guidelines stated in the various elements of the Hurricane City General Plan, and the Land Use Ordinance, and to protect the general welfare of the community.

WHEN REQUIRED

The preliminary site plan review is only required on the following projects when the Zoning Administrator determines the scope of the project requires both the preliminary site plan and site plan approval.

a. Any multiple-family residential use;
b. Any public or civic use;
c. Any commercial use; or
d. Any industrial use.

The preliminary site plan is also required with a submittal of zone changes to Planned Development Overlay, or changes to an approved Planned Development Overlay.

A preliminary site plan is not intended to permit actual development of property pursuant to such plan, but is prepared merely to represent how the property could be developed. Submittal, review, and approval of an application for a preliminary site plan shall not create any vested rights to development.

Upon approval of a preliminary site plan, the applicant may prepare and submit the greater level of detail required for a site plan review application, which is required before construction may commence.

PROCESS

The preliminary site plan is submitted to the Planning and Building Department approximately 1 week and 1 day by no later than 12:00 p.m. prior to a regularly scheduled Planning Commission meeting. During this time prior to the meeting, staff will review the plan, and prepare a report and recommendation for the Planning Commission. The Planning Commission at the public meeting will review the application and staff's report, and approve, approve with conditions, or deny the preliminary site plan.

APPEALS

Since there are no vested rights with the approval of a preliminary site plan, the matter is generally not appealed. However, if an appeal is made, it would be filed with the Clerk of the Board of Adjustment located in the Planning and Building Department, and heard by the Board of Adjustment. The decision of the Board of Adjustment is final unless appealed to a court of competent jurisdiction within thirty (30) days from the date of decision of the Board of Adjustment.

Unofficial Copy

DOC ID 20210031032

Gary Christensen Washington County Recorder
04/29/2021 03:02:18 PM Fee $40.00 By AMERICAN SECURE TITLE ST. GEORGE

WHEN RECORDED MAIL DOCUMENT
AND TAX NOTICE TO:
DIAMOND EDGE LLC
256 N. 200 W.
BLANDING UT. 84511

WARRANTY DEED

SCOTT STRATTON

Grantor,

of HURRICANE, County of WASHINGTON, State of UT
hereby CONVEY and WARRANT to

DIAMOND EDGE CONSTRUCTION, LLC. A UTA HIMITED LIAIBLITY COMPANY

Grantee,

of BLANDING, County of SAN JUAN, State of UT, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in county, State of , to-wit

See Attached Exhibit "A"

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2021 taxes and thereafter.

WITNESS the hand of said grantor, this 28 day of April, 2021.

SCOTT STRATTON

COURTESY

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. American Secure Title hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

STATE OF UTAH
COUNTY OF Washington §

On the 28 day of April, 2021, personally appeared before me SCOTT STRATTON, the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

M. TODD SPRIGGS
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires October 21, 2022
COMMISSION NUMBER 702577

Notary Public
Residing at: Washington UT
My commission expires: 10/21/22

Unofficial Copy

Attachment to that certain Warranty Deed

Tax I.D. No. H-3394-B-1

EXHIBIT "A"

PARCEL 4: ADJUSTED PARCEL H-3394-B-1(Labeled as such for reference only)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN; THENCE S00°07'41"E ALONG THE EAST SECTION LINE 1977.02 FEET; THENCE WEST 385.60 FEET TO THE POINT OF BEGINNING;
THENCE S24°27'44"W, ALONG THE WEST RIGHT-OF-WAY LINE OF 1100 WEST, 82.79 FEET;
THENCE N89°52'34"W 382.35 FEET; THENCE N00°07'41"W 100.00 FEET; THENCE S89°52'34"E 335.50 FEET; THENCE EASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT 53.56 FEET THROUGH THE CENTRAL ANGLE OF 24°33'02" (CHORD BEARS: S77°36'11"E 53.15 FEET); THENCE S65°38'28"E 32.32 FEET TO THE POINT OF BEGINNING.

PARCEL 5: A PORTION OF PARCEL H-3394-B-1(Labeled as such for reference only)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 13 WEST SALT LAKE BASE & MERIDIAN; THENCE S00°07'11"E ALONG THE EAST SECTION LINE 1311.78 FEET TO THE POINT OF BEGINNING; THENCE S00°07'41"E, ALONG
SAID LINE, 264.02 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 635.21 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 200.74 FEET THROUGH THE CENTRAL ANGLE OF 18°06'24", RADIAL BEARING: N71°35'25"W (CHORD BEARS: S27°27'47"W 199.90
FEET); THENCE S36°30'57"W 400.11 FEET; THENCE N24°27'30"E 633.35 FEET; THENCE NORTHERLY ALONG THE ARC OF A 1245.00 FOOT RADIUS CURVE TO THE LEFT 198.49 FEET THROUGH THE CENTRAL ANGLE OF 09°08'04", RADIAL BEARING: N65°32'30"W (CHORD BEARS: N19°53'28"E 198.28 FEET) TO THE POINT OF BEGINNING.

***

DOC ID 20200016004

Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
04/01/2020 11:54:17 AM Fee $40.00 By AMERICAN SECURE TITLE ST. GEORGE

WHEN RECORDED MAIL DOCUMENT
AND TAX NOTICE TO:
BLUE MOUNTAINS PROPERTY ENTERPRISES LLC
1041 N. 400 W.
BLANDING UT. 84511

WARRANTY DEED

SCOTT STRATTON

of LAVERKIN, County of WASHINGTON, State of UT Grantor,
hereby CONVEY and WARRANT to

BLUE MOUNTAINS PROPERTY ENTERPRISES, LLC, A UTAH LIMITED LIABILITY COMPANY
Grantee,

of BLANDING, County of SAN JUAN, State of UT, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON county, State of UTAH, to-wit

TAX I.D. H-3394-H AND H-3394-J-1

SEE EXHIBIT "A" ATTACHED HERETO

COURTESY
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. American Secure Title hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2020 taxes and thereafter.

WITNESS the hand of said grantor, this 27th day of March, 2020.

SCOTT STRATTON

STATE OF UTAH)
§
COUNTY OF WASHINGTON)

On the 27th day of March, 2020, personally appeared before me SCOTT STRATTON, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

M. TODD SPRIGGS
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires October 21, 2022
COMMISSION NUMBER 702577

Notary Public
Residing at: Washington, UT
My commission expires: 10/21/22

Unofficial Copy

Tax I.D. No. H-3394-H and H-3394-J-1

EXHIBIT "A"

Parcel 1:
Beginning at the East Quarter Corner of Section 21, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running North 89°51'57" West, 601.56 feet along the center section line to a point on the proposed East right of way of a 66.00 foot wide public street; thence departing said Section line and running Northeasterly along said proposed right of way the following four (4) courses, (1) North 24°33'46" East, 530.62 feet to the point of curvature of a 467.00 foot radius curve to the right; thence (2) 97.51 feet along the arc of said curve through a central angle of 11°57'50"; thence (3) North 36°31'36" East, 398.37 feet to the point of curvature of a 635.21 foot radius curve to the left; thence (4) 200.62 feet along the arc of said curve through a central angle of 18°05'46" to a point on the East Section line of the aforementioned Section 21; thence departing said proposed right of way South 00°07'09" East 1065.22 feet to the Point of Beginning.

Parcel 2:
Beginning at a point North 89°51'57" West and 674.05 feet along the center section line from the East Quarter Corner of Section 21, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence North 89°51'57" West along said center section line 648.38 feet thence departing said section line North 21°45'36" West, 633.52 feet; thence South 89°51'57" East, 1159.73 feet to a point on the West proposed right of way of a 66.00 foot wide public street said point being on the curvature of a 533.00 foot radius curve, the center of which bears South 56°53'32" East; thence Southwesterly along said proposed right of way the following Two (2) courses, (1) Southwesterly 88.79 feet along the arc of said curve through a central angle of 09°32'42"; thence South 24°33'46" West, 560.60 feet to the Point of Beginning.

***

HURRICANE CITY, ET AL
H-3396
147 N 870 W
HURRICANE, UT 84737-1671

B&W DEV LLC
H-3394-A-7
150 W HILTON DR
SAINT GEORGE, UT 84770

OMAN PROPERTIES LLC
H-3394-B-1-A
14340 S 3600 W
BLUFFDALE, UT 84065

STRATTON TODD C TR
H-3395-B-P-SA
3125 S 1100 W
HURRICANE, UT 84737-2528

GGTT I L C
H-3394-A-8
4750 COPPER SAGE ST
LAS VEGAS, NV 89115

HURRICANE CITY, ET AL
H-3395
147 N 870 W
HURRICANE, UT 84737-1671

JOHN BRAMALL LLC
H-3394-B-1
1375 W 3150 S
HURRICANE, UT 84737

JOHN BRAMALL LLC
H-3394-B-1
1375 W 3150 S
HURRICANE, UT 84737

BLUE MOUNTAINS PROPERTY ENTERPRISES LI
H-3394-H
256 N 200 W
BLANDING, UT 84511-3618

HURRICANE CITY
H-3397
147 N 870 W
HURRICANE, UT 84737-1671

DIAMOND EDGE CONSTRUCTION LLC
H-3394-B-1-B
256 N 200 W
BLANDING, UT 84511

BLUE MOUNTAINS PROPERTY ENTERPRISES LI
H-3394-J-1
256 N 200 W
BLANDING, UT 84511-3618

B&W DEV LLC
H-3394-A-9
150 W HILTON DR
SAINT GEORGE, UT 84770

MUNOZ INV LLC LANDS OF SOUTHERN UTAH
H-3395-D-P
99 W SAINT GEORGE BLVD
SAINT GEORGE, UT 84770

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/07/2022**
Application Number:	2022-ZC-09 2022-PSP-10
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Blue Mountain Property Enterprises LLC
Agent:	Scott Stratton
Request:	A zone change from RM-2 to RM-2 with a PDO
Location:	Approximately 3150 S 1100 W
Zoning:	RM-2 with a small section of PF
General Plan Map:	Planned Community and Rural Residential

Planning Commission

Planning Commission gave a positive recommendation of the proposed zone change and site plan, subject to JUC and staff comments within this report, excluding JUC Comment #5 about connectivity to the south for the western phase of the project.

Discussion:
This subdivision received a positive recommendation for preliminary plat approval by the Planning Commission in June of 2021 and received approval from the City Council in August of 2021. As they have continued their planning process they have decided to come in for a PDO zone change to allow for buildings to be placed closer together. They are proposing 176 units on about 22 acres for a total of 8.14 units per acre.

	Zoning	Adjacent Land Use
North	R1-10 and RA-1	Undeveloped property and approved single family subdivision
East	RA-1 CIMPO	Ready-Mix property
South	RA-1 and RA-0.5	Undeveloped property and future Cliff View Estates
West	RA-1 and R1-10 PDO	Undeveloped property and Copper Rock

To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as split between Planned Community on the western half and Rural Residential on the eastern half:

PLANNED COMMUNITY: Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.

RURAL RESIDENTIAL: Serves as a transition from agricultural to traditional neighborhoods or commercial uses. Appropriate densities for this land use include from one unit/40 acres to RA-.5 and RA-1

While preserving agriculture in the appropriate areas is a worthy goal, one endorsed by the General Plan, this property is currently zoned RM-2 and thus it is probably prudent to treat this whole property as Planned Community

The Planned Development Overlay allows for a variety of housing types but the applicant wants to continue with only townhomes. The RM-2 PDO zoning complies with the General Plan map for Planned Communities.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: Most of the surrounding area is currently undeveloped but there are several single family developments planned in the area.

3. Will the proposed amendment affect the adjacent property?

Response: The applicant has said that they only want a PDO to reduce the setbacks. This change from the previously approved plan would have no further effect on neighboring properties.

4. Are public facilities and services adequate to serve the subject property?

Response: Utilities are currently not adequate for this project but the applicant is currently working to get utilities to this site. This zone change will not exacerbate any further the utility issues in this area.

JUC Comments

1. **Power:** Limited capacity in the area but this is not a big problem.
2. **Water:** Need full water model. Water line in 1100 W needs to be relocated.
3. **Streets:** Improvements on 1100 W.
4. **Sewer:** 10" line in 1100 W
5. **Engineering:** Connectivity issue to the south. Need a bigger picture. Road realignment should be fine but needs city council approval. No drainage in the area, not sure where the drainage basin shown goes to. Traffic impact study needed.
6. **Fire:** Sprinkled buildings. Need a new code review
7. **Gas:** Not in area
8. **Phone:** Need to relocate line
9. **WCWCD:** No comments

Items to Consider

The following are key items to consider:

- Setbacks:

	RM-2	**RM-2 PDO**
Front	25'	20' from house 25' from garage
Rear	10'	10'
Interior Side	10'	5-10' for 15' total
Street Side	20'	10'
Distance between buildings	20'	

- The applicant is proposing a realignment of 1100 W that complies with Hurricane City Plans. 1100 W is a dedicated city road and thus a roadway abandonment will be needed to complete

this change.The city finds this realignment generally acceptable as long as the applicant agrees to all necessary improvements on 1100 W

- Density: RM-2 zoning would allow up to 220 units and is only proposing 176 units. The applicant was previously approved for 172. No density bonus or increase is being sought as part of the PDO request
- Access to the south parcel on the western side of 1100 W is strongly recommended to provide better connectivity in the area. The applicant has stated he is not willing to voluntarily provide that access. The applicant has an approved preliminary plat that was approved without access.
- The 2021 General Plan suggests that "*1.1. Consider amending the City code to require that all new developments larger than 20 acres be master planned to protect natural features and farmlands; provide open space; and utilize efficient development patterns.*"
- The site plan shows some steep slopes on the property. The sensitive lands application requirement was waived with the preliminary plat that went through last year. An updated preliminary plat will need to be submitted.
- There is no open space or any other amenities provided on the site plan. Right now the Hurricane City Code would not require any. There is currently a proposal to require open space within multifamily developments before the Planning Commission

Findings:
Staff makes the following findings:

1. The proposed zone change is generally compatible with the current General Plan Map and goals.
2. The proposed zone change is not in harmony with the surrounding development, however the existing zoning is also that way.
3. The proposed zone change will not have an additional impact on the area if this current plan is followed.
4. The services are currently inadequate for development; however, the applicant is currently working to get services to the property.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and consider residents' comments. Staff recommends approval of this zone change subject to staff and JUC comments and the resolution of the 1100 W alignment.

ZONE CHANGE FOR:
BENCH LAKE TOWNHOMES

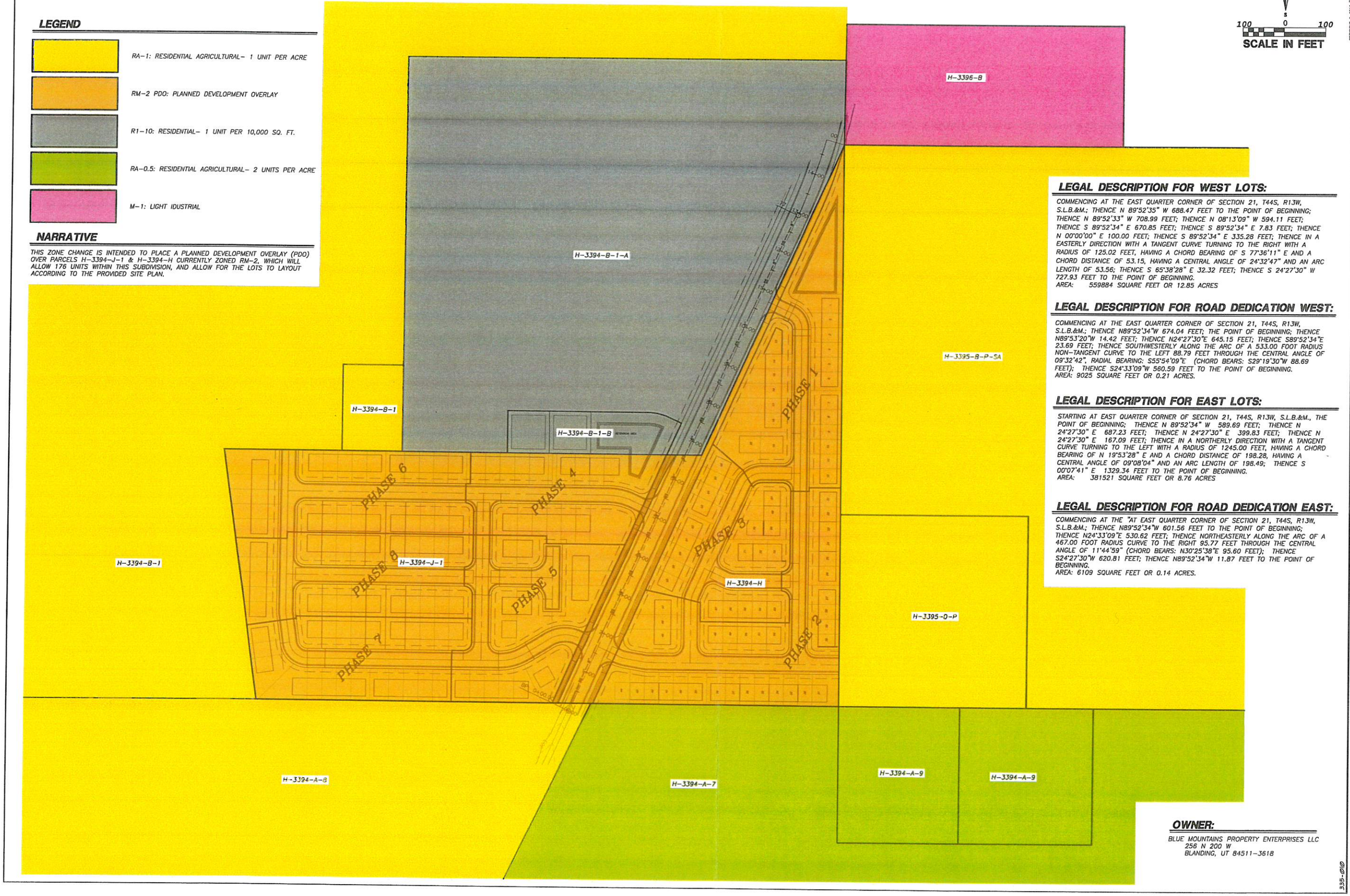
LOCATED IN SECTION 21, T42S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH

LEGEND

- RA-1: RESIDENTIAL AGRICULTURAL- 1 UNIT PER ACRE
- RM-2 PDO: PLANNED DEVELOPMENT OVERLAY
- R1-10: RESIDENTIAL- 1 UNIT PER 10,000 SQ. FT.
- RA-0.5: RESIDENTIAL AGRICULTURAL- 2 UNITS PER ACRE
- M-1: LIGHT IDUSTRIAL

NARRATIVE

THIS ZONE CHANGE IS INTENDED TO PLACE A PLANNED DEVELOPMENT OVERLAY (PDO) OVER PARCELS H-3394-J-1 & H-3394-H CURRENTLY ZONED RM-2, WHICH WILL ALLOW 176 UNITS WITHIN THIS SUBDIVISION, AND ALLOW FOR THE LOTS TO LAYOUT ACCORDING TO THE PROVIDED SITE PLAN.



N
W E
S
100 0 100
SCALE IN FEET

LEGAL DESCRIPTION FOR WEST LOTS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 21, T44S, R13W, S.L.B.&M.; THENCE N 89°52'35" W 688.47 FEET TO THE POINT OF BEGINNING; THENCE N 89°52'33" W 708.99 FEET; THENCE N 08°13'09" W 594.11 FEET; THENCE S 89°52'34" E 670.85 FEET; THENCE S 89°52'34" E 7.83 FEET; THENCE N 00°00'00" E 100.00 FEET; THENCE S 89°52'34" E 335.28 FEET; THENCE IN A EASTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 125.02 FEET, HAVING A CHORD BEARING OF S 77°36'11" E AND A CHORD DISTANCE OF 53.15, HAVING A CENTRAL ANGLE OF 24°32'47" AND AN ARC LENGTH OF 53.56; THENCE S 65°38'28" E 32.32 FEET; THENCE S 24°27'30" W 727.93 FEET TO THE POINT OF BEGINNING.
AREA: 559884 SQUARE FEET OR 12.85 ACRES

LEGAL DESCRIPTION FOR ROAD DEDICATION WEST:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 21, T44S, R13W, S.L.B.&M.; THENCE N89°52'34"W 674.04 FEET; THE POINT OF BEGINNING; THENCE N89°53'20"W 14.42 FEET; THENCE N24°27'30"E 645.15 FEET; THENCE S89°52'34"E 23.69 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 533.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 88.79 FEET THROUGH THE CENTRAL ANGLE OF 09°32'42", RADIAL BEARING: S55°54'09"E (CHORD BEARS: S29°19'30"W 88.69 FEET); THENCE S24°33'09"W 560.59 FEET TO THE POINT OF BEGINNING.
AREA: 9025 SQUARE FEET OR 0.21 ACRES.

LEGAL DESCRIPTION FOR EAST LOTS:

STARTING AT EAST QUARTER CORNER OF SECTION 21, T44S, R13W, S.L.B.&M., THE POINT OF BEGINNING; THENCE N 89°52'34" W 589.69 FEET; THENCE N 24°27'30" E 687.23 FEET; THENCE N 24°27'30" E 399.83 FEET; THENCE N 24°27'30" E 167.09 FEET; THENCE IN A NORTHERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1245.00 FEET, HAVING A CHORD BEARING OF N 19°53'28" E AND A CHORD DISTANCE OF 198.28, HAVING A CENTRAL ANGLE OF 09°08'04" AND AN ARC LENGTH OF 198.49; THENCE S 00°07'41" E 1329.34 FEET TO THE POINT OF BEGINNING.
AREA: 381521 SQUARE FEET OR 8.76 ACRES

LEGAL DESCRIPTION FOR ROAD DEDICATION EAST:

COMMENCING AT THE "AT EAST QUARTER CORNER OF SECTION 21, T44S, R13W, S.L.B.&M.; THENCE N89°52'34"W 601.56 FEET TO THE POINT OF BEGINNING; THENCE N24°33'09"E 530.62 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT 95.77 FEET THROUGH THE CENTRAL ANGLE OF 11°44'59" (CHORD BEARS: N30°25'38"E 95.60 FEET); THENCE S24°27'30"W 620.81 FEET; THENCE N89°52'34"W 11.87 FEET TO THE POINT OF BEGINNING.
AREA: 6109 SQUARE FEET OR 0.14 ACRES.

OWNER:

BLUE MOUNTAINS PROPERTY ENTERPRISES LLC
256 N 200 W
BLANDING, UT 84511-3618

335-010

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite I
Hurricane, UT 84737
Phone: (435) 668-8367

ZONE CHANGE FOR:
BENCH LAKE TOWNHOMES
HURRICANE, UTAH 84737
LOCATED IN SECTION 21, T42S, R13W, S.L.B.&M.

DATE: 3/16/2022
SCALE: 1"=100'

JOB NO.
335-010

SHEET NO:
1 OF 3

PDO SITE PLAN FOR:
BENCH LAKE TOWNHOMES

LOCATED IN SECTION 21, T42S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH

ADDITIONAL NOTES

STORM WATER CAN BE LOCALLY RETAINED AND CONTROLLED USING RETENTION BASINS. THIS IS THE METHOD TO HANDLE STORM WATER.

THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER,
AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

PROPERTY IS ZONED AS RM-2: MULTI-FAMILY - 10 UNITS PER ACRE

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- SS 8" SS 8" PROPOSED SEWER MAIN
- W 8" W 8" PROPOSED WATER MAIN
- SECTION CORNER AS DESCRIBED
- PORTION TO BE DEDICATED TO THE CITY FOR PUBLIC RIGHT-OF-WAY
- PROPOSED PUBLIC ROW

SITE DATA

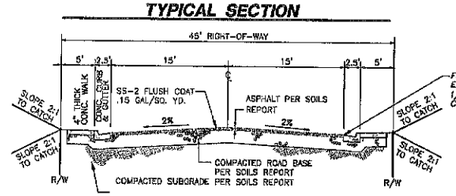
	SQ. FT.	ACRES
AREA	941,474	21.61
TOTAL STORM BASIN	63,984	1.47
TOTAL HOUSING AREA	640,476	14.70
TOTAL DEDICATED ROW	236,874	5.44

DESCRIPTION	QUANTITY
TOTAL UNITS	176
UNITS PER ACRE	8.14

TYPICAL UNIT & SETBACKS

FRONT SETBACK TO HOUSE	20'
FRONT SETBACK TO GARAGE	25'
STREET SIDE SETBACK	10'
SIDE SETBACK	5'
REAR SETBACK	10'

TYPICAL SECTION



LEGAL DESCRIPTION FOR WEST LOTS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 21, T44S, R13W, S.L.B.&M.; THENCE N 89°52'35" W 688.47 FEET TO THE POINT OF BEGINNING; THENCE N 89°52'33" W 708.99 FEET; THENCE N 08°13'09" W 594.11 FEET; THENCE S 89°52'34" E 870.85 FEET; THENCE S 89°52'34" E 7.83 FEET; THENCE N 00°00'00" E 100.00 FEET; THENCE S 89°52'34" E 335.28 FEET; THENCE IN A EASTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 125.02 FEET, HAVING A CHORD BEARING OF S 77°36'11" E AND A CHORD DISTANCE OF 53.15, HAVING A CENTRAL ANGLE OF 24°32'47" AND AN ARC LENGTH OF 53.56; THENCE S 65°38'28" E 32.32 FEET; THENCE S 24°27'30" W 727.93 FEET TO THE POINT OF BEGINNING.
AREA: 559884 SQUARE FEET OR 12.85 ACRES

LEGAL DESCRIPTION FOR ROAD DEDICATION WEST:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 21, T44S, R13W, S.L.B.&M.; THENCE N89°52'34"W 674.04 FEET; THE POINT OF BEGINNING; THENCE N89°53'20"W 14.42 FEET; THENCE N24°27'30"E 645.15 FEET; THENCE S86°52'34"E 23.69 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 533.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 88.79 FEET THROUGH THE CENTRAL ANGLE OF 09°32'42", RADIAL BEARING: S55°54'09"E (CHORD BEARS: S29°19'30"W 88.69 FEET); THENCE S24°33'09"W 560.59 FEET TO THE POINT OF BEGINNING.
AREA: 9025 SQUARE FEET OR 0.21 ACRES.

OWNER:

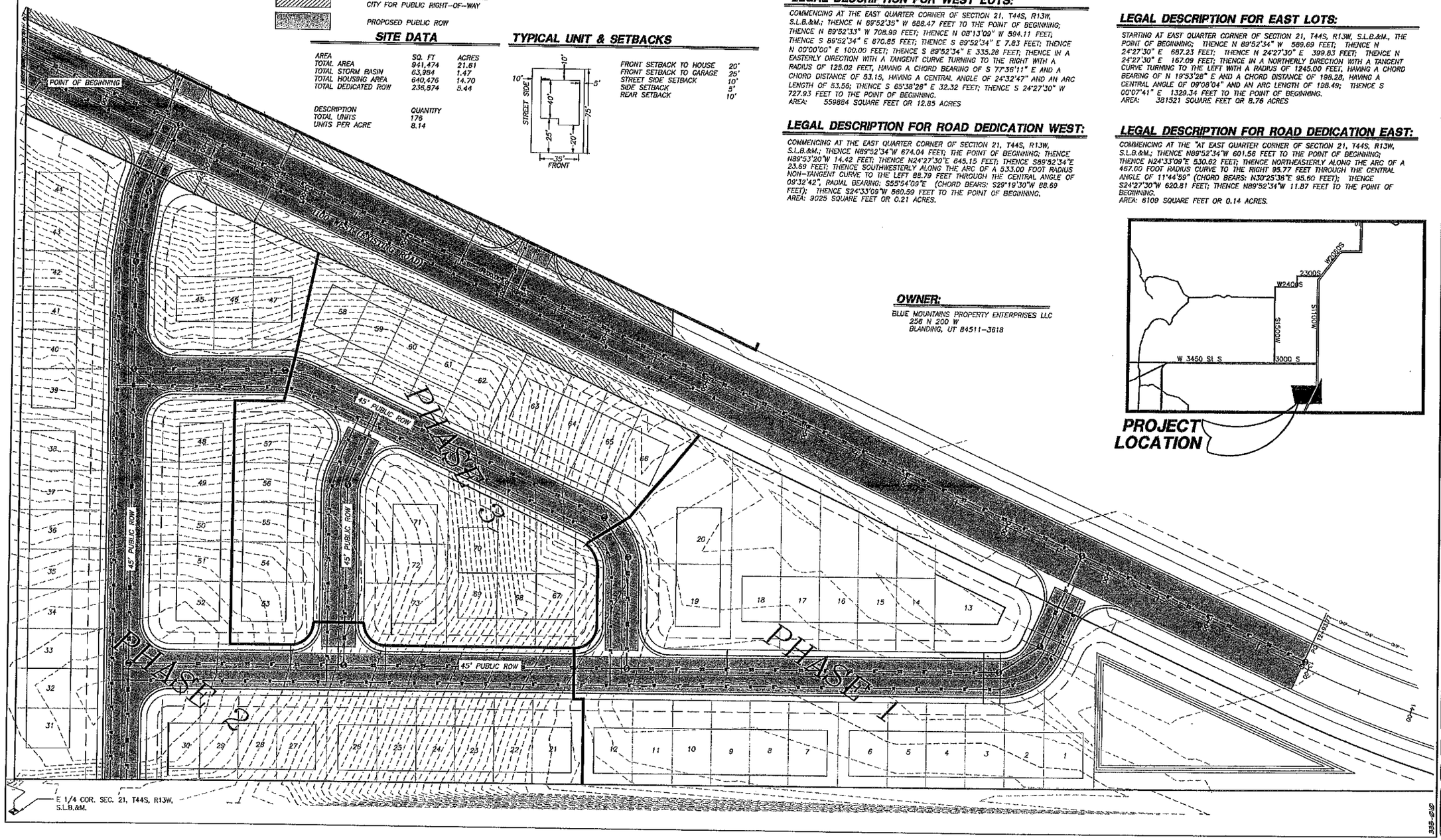
BLUE MOUNTAINS PROPERTY ENTERPRISES LLC
256 N 200 W
BLANDING, UT 84511-3618

LEGAL DESCRIPTION FOR EAST LOTS:

STARTING AT EAST QUARTER CORNER OF SECTION 21, T44S, R13W, S.L.B.&M., THE POINT OF BEGINNING; THENCE N 89°52'34" W 589.69 FEET; THENCE N 24°27'30" E 687.23 FEET; THENCE N 24°27'30" E 399.83 FEET; THENCE N 24°27'30" E 167.09 FEET; THENCE IN A NORTHERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1245.00 FEET, HAVING A CHORD BEARING OF N 19°53'28" E AND A CHORD DISTANCE OF 198.28, HAVING A CENTRAL ANGLE OF 09°08'04" AND AN ARC LENGTH OF 198.49; THENCE S 00°07'41" E 1329.34 FEET TO THE POINT OF BEGINNING.
AREA: 381521 SQUARE FEET OR 8.76 ACRES

LEGAL DESCRIPTION FOR ROAD DEDICATION EAST:

COMMENCING AT THE "AT EAST QUARTER CORNER OF SECTION 21, T44S, R13W, S.L.B.&M.; THENCE N89°52'34"W 601.56 FEET TO THE POINT OF BEGINNING; THENCE N24°33'09"E 530.62 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT 95.77 FEET THROUGH THE CENTRAL ANGLE OF 11°44'59" (CHORD BEARS: N30°25'38"E 95.60 FEET); THENCE S24°27'30"W 620.81 FEET; THENCE N89°52'34"W 11.87 FEET TO THE POINT OF BEGINNING.
AREA: 6100 SQUARE FEET OR 0.14 ACRES.



NO	DESCRIPTION	DATE	BY
	REVISIONS		

COPYRIGHT © 2022 PROVALUE ENGINEERING INC.

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
220 South 850 West, Suite 1
Hurricane, Utah 84737
Phone: (435) 635-8827

PDO SITE PLAN FOR:
BENCH LAKE TOWNHOMES
HURRICANE, UTAH 84737
LOCATED IN SECTION 21, T42S, R13W, S.L.B.&M.

DATE: 3/16/2022
SCALE: 1"=40'

JOB NO.
335-018

SHEET NO.
2 OF 3

335-018

ADDITIONAL NOTES

STORM WATER CAN BE LOCALLY RETAINED AND CONTROLLED USING RETENTION BASINS. THIS IS THE METHOD TO HANDLE STORM WATER.

THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER,
AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

PROPERTY IS ZONED AS RM-2: MULTI-FAMILY - 10 UNITS PER ACRE

OWNER:

BLUE MOUNTAINS PROPERTY ENTERPRISES LLC
256 N 200 W
BLANDING, UT 84511-3618

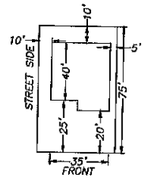
LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED SEWER MAIN
- PROPOSED WATER MAIN
- SECTION CORNER AS DESCRIBED
- PORTION TO BE DEDICATED TO THE CITY FOR PUBLIC RIGHT-OF-WAY
- PROPOSED PUBLIC ROW

PDO SITE PLAN FOR:
BENCH LAKE TOWNHOMES

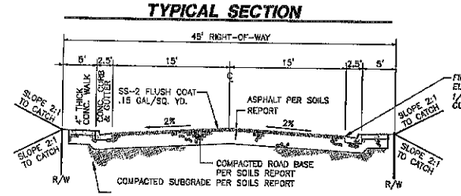
LOCATED IN SECTION 21, T42S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH

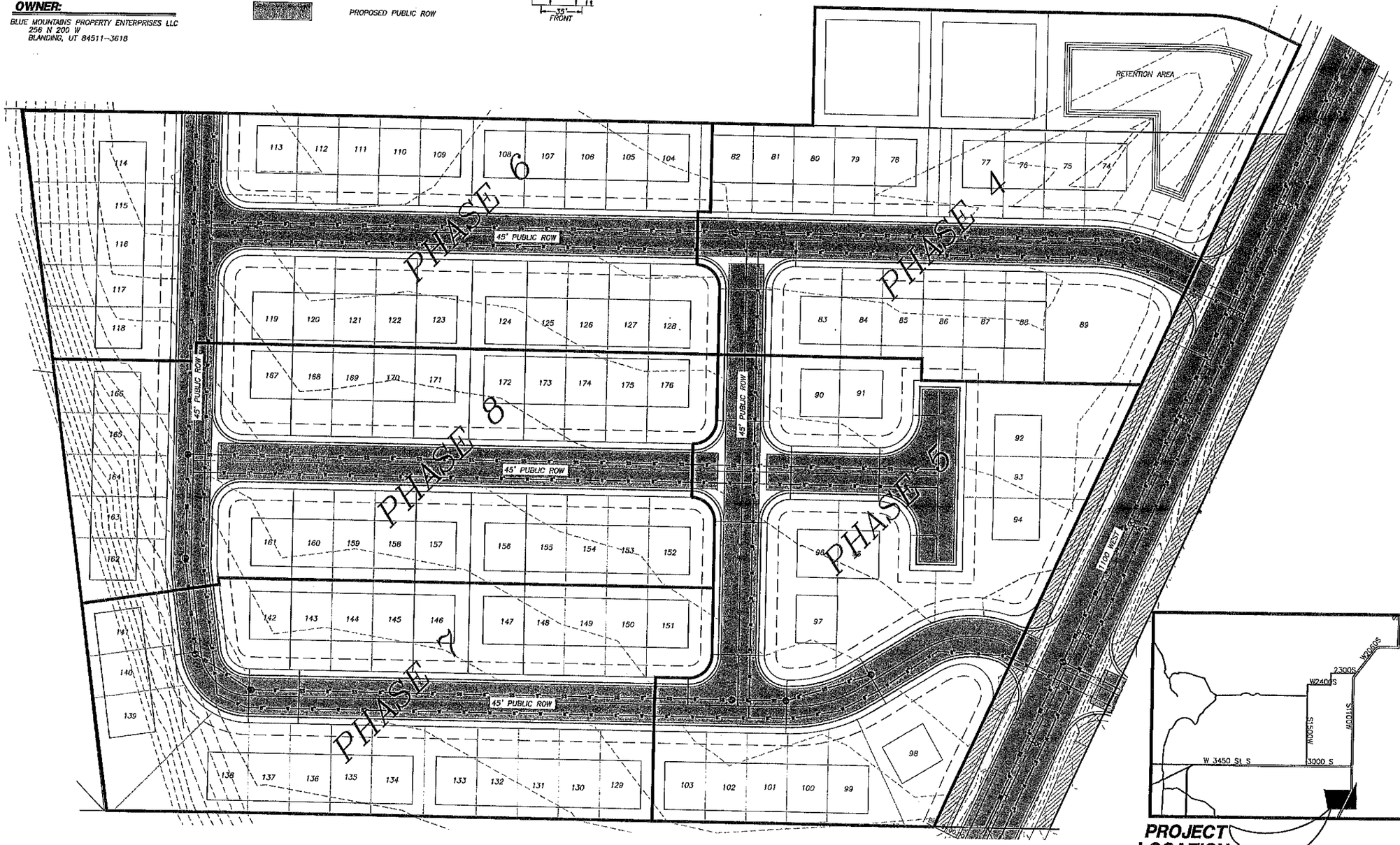
TYPICAL UNIT & SETBACKS

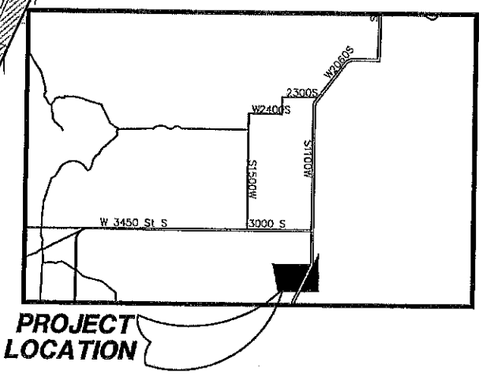


FRONT SETBACK TO HOUSE	20'
FRONT SETBACK TO GARAGE	25'
STREET SIDE SETBACK	10'
SIDE SETBACK	5'
REAR SETBACK	10'

TYPICAL SECTION







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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
36 South 896 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 635-0057

PDO SITE PLAN FOR:
BENCH LAKE TOWNHOMES
HURRICANE, UTAH 84737
LOCATED IN SECTION 21, T42S, R13W, SLB.&M.

DATE: 3/16/2022
SCALE: 1"=40'

JOB NO.
335-010

SHEET NO.
3 OF 3

335-010

NORTH

CATTOOR H-3343-A-1

GARY DOTSON TR. H-3396-A

RUSSELL E. & JUDITH A. MOSES H-3396-C

RUSSELL E. & JUDITH A. MOSES H-3396-D

CACTUS CREEK INVESTMENTS, LLC H-3396-B

TODD C. STRATTON TR. H-3395-B-P-SA

MUNOZ INVESTMENTS LLC
DOC #20160005135

CORBIN W. WADE H-3394-A-7

BLUE MOUNTAINS PROPERTY ENTERPRISES LLC H-3394-H

JOHN M. BRAMALL, LLC H-3394-B-1

JOHN M. BRAMALL, LLC H-3394-B-1

BLUE MOUNTAINS PROPERTY ENTERPRISES LLC H-3394-J-1

GGT I, LC H-3394-A-8

3000 SOUTH

S00°43'07"W
40.00'

S88°59'28"E
45.00'

S00°43'07"W 1271.78'

1100 WEST

N00°43'07"E 940.31'

45.00'

33.00'

S00°43'07"W
1311.78'

PRESCRIPTIVE ROAD EASEMENT
NO DOCUMENT

L=198.49' R=1245.00
Δ=9°08'04" T=99.45
CH=S20°44'15"W L=198.28'

S00°43'07"W
263.54'

L=201.33' R=635.21
Δ=18°09'35" T=101.52
CH=S28°16'23"W L=200.49'

S25°18'17"W
633.35'

S37°21'08"W
399.94'

L=95.94' R=468.32
Δ=11°44'15" T=48.14
CH=S31°16'57"W L=95.77'

E 1/4 COR. SEC. 21
T42S R13W S.L.B.&M.
FOUND 2" US GLO
1909 BRASS CAP

NE COR.SEC. 21
T42S R13W S.L.B.&M.
FOUND 3" BRASS CAP
IN RING AND LID
MONUMENT
STAMPED LS #4804865

L=495.62' R=1155.00
Δ=24°35'10" T=251.69
CH=N13°00'42"E L=491.83'

1100 WEST
PROPOSED
RIGHT OF WAY

1100 WEST
PROPOSED
CENTERLINE

N73°49'47"W(R)

N70°48'24"W(R)

N25°18'17"E 649.63'

S52°50'26"E(R)

S64°36'38"E(R)

EXISTING 20' WIDE
OVERHEAD
POWER LINE
EASEMENT

N89°01'52"W
23.70'

L=89.06' R=533.00
Δ=9°34'26" T=44.63
CH=N30°10'35"E L=88.96'

S25°23'20"W 530.34'

66.00'

PRESCRIPTIVE ROAD EASEMENT
R.O.S. DOC. #RS007509-19

N89°01'52"W
72.48'

N25°23'22"E
560.31'

LEGEND

BRAMALL PARCEL TO BE DEDICATED FOR 1100 WEST (4.09 ACRES)

BRAMALL OVERALL EXCHANGE PARCEL (1.05 ACRES)

DATE:	11/25/20
JOB NUMBER:	4387
SCALE:	1" = 200'
DRAWN BY:	JHC
CHECKED BY:	M.W.B

ALLIANCE CONSULTING
A Planning and Engineering Firm
Suite 201
2303 N Coral Canyon Blvd
Washington, Utah 84780-0577
Tel (435) 673-8060
Fax (435) 673-8065

RIGHT OF WAY ACQUISITION EXHIBIT
FOR
1100 WEST RIGHT OF WAY
LOCATED IN SECTION 21,28,33, TOWNSHIP 43 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN CITY OF HURRICANE, WASH. CO., UTAH

DRAWING NAME: 1100 W Acquisition Legals

SHEET 1 OF 1 SHEETS

HURRICANE CITY
UTAH

STAFF COMMENTS

Ordinance 2022-09: Consideration and possible approval of a proposed **Zone Change Amendment request located at 284 W 1080 S from RA-1, residential agriculture one unit per acre, to R1-15, residential one unit per 15,000 square feet** to allow for a lot split. Parcel number H-3-2-3-2126. Michelle Stratton Shumway Applicant

Discussion:

Findings:

Recommendation:

Attachments:

1. Ordinance 2022-09 Shumway Zone Change
2. 2022-ZC-06 Stratton Shumway
3. 2022-ZC-06 Shumway Report

ORDINANCE NO 2022-09

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-3-2-3-2126 FROM RA-1 TO R1-15

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries,

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposed amendment does have adequate services to the property; and

WHEREAS, the Planning Commission gave a positive recommendation to change to zoning from RA-1 to R1-15; and

WHEREAS, the applicant has a future master-planned roadway that is planned to run along their western property boundary. The intent of the zone change is not to change the character of the surrounding neighborhood, but to help compensate the property owner for future roadway dedication.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT

1. The proposed zone change for H-3-2-3-2126 from RA-1 to R1-15 is approved.

PASSED AND APPROVED on this 7th day of April 2022.

Hurricane City

_____
Mayor

Attest:

_____
Cindy Beteag, City Recorder

ZONE CHANGE APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $500.00

For Office Use Only:
File No. 2022-ZC-06
Receipt No. 8.155470

Name: Michelle Stratton Shumway **Telephone:** 435-680-1968

Address: 284 West 1080 South **Fax No.** _____

Agent (If Applicable): _____ **Telephone:** _____

Email: shumlady77@gmail.com **Agent Email:** _____

Address/Location of Subject Property: 284 W. 1080 S. Hurricane, Ut

Tax ID of Subject Property: H-3-2-3-2126 **Existing Zone District:** 03

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)

I would like to change my zoning on my RA-1 lot to RA-0.5.

Submittal Requirements: The zone change application shall provide the following:

- ✓ a. The name and address of every person or company the applicant represents;
- ✓ b. An accurate property map showing the existing and proposed zoning classifications;
- ✓ c. All abutting properties showing present zoning classifications;
- ✓ d. An accurate legal description of the property to be rezoned;
- ____ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ✓ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

****

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____

ZONE CHANGE APPLICATION (General Information)

PURPOSE

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the City's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report, and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF)

I (we), Michelle S. Shumway, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

Michelle S. Shumway
(Property Owner)

_____
(Property Owner)

Subscribed and sworn to me this 7th day of Feb 2022

Brienna Spencer
(Notary Public)

NOTARY PUBLIC
Brienna Spencer
714562
COMMISSION EXPIRES
October 7, 2024
State of Utah

Residing in: Washington County

My Commission Expires: 10-7-2024

Agent Authorization

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

_____
(Property Owner)

_____
(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20___.

_____
(Notary Public)

Residing in: _____

My Commission Expires: _____

Special Warranty Deed - 20190035295

Entry Number20190035295 Book Page Recording Date08/30/2019 04:17:27 PM

Fee$40.00 Consideration$10.00 Instrument Date08/30/2019

From	To
STRATTON MICHELLE S	STRATTON MICHELLE S TR

Legal Information

Subdivision	Lot	Block	Unit	Building
HURRICANE FIELD SUR BLK 8 (H)	10			

Section	Township	Range

Legal Description

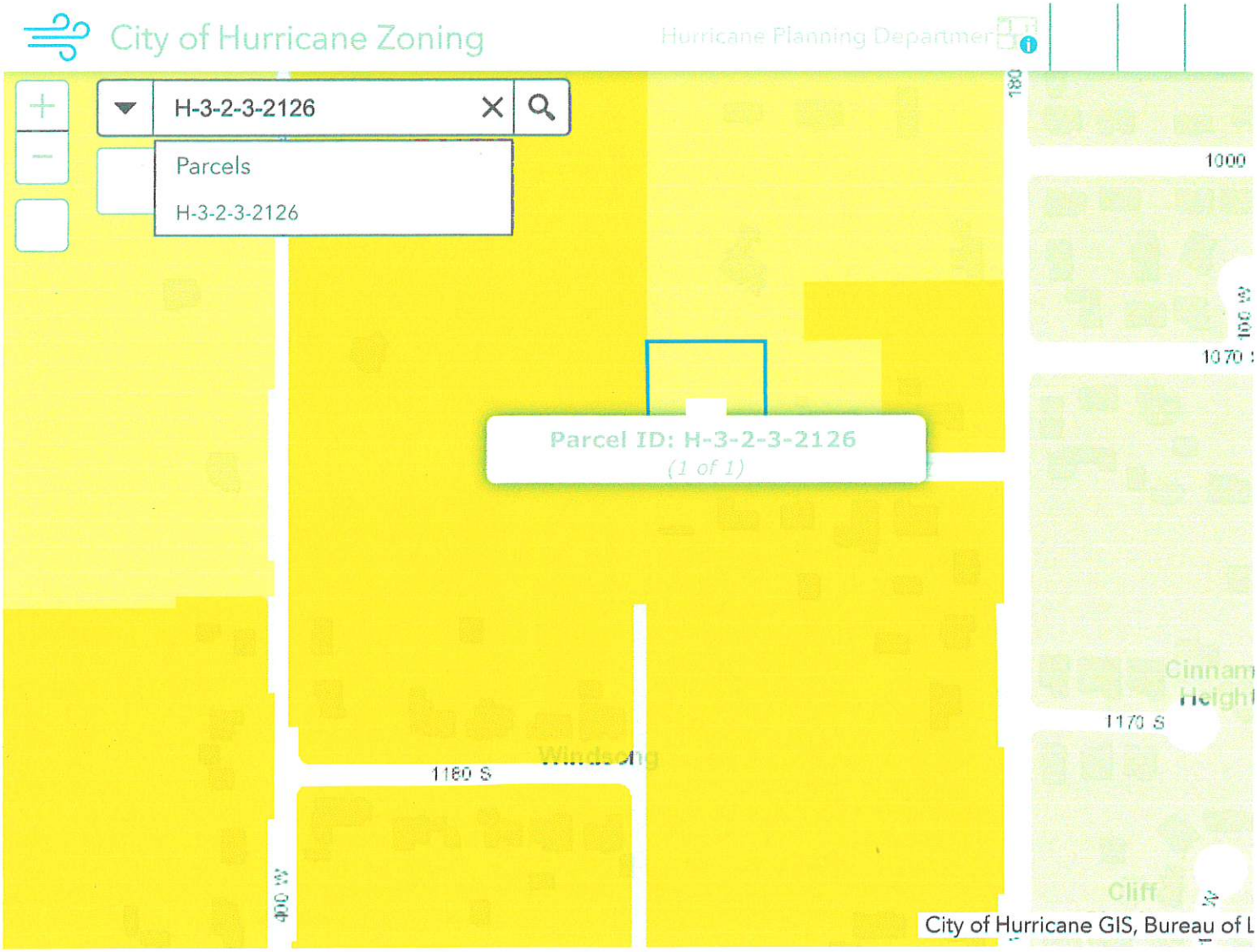
BEGINNING AT THE POINT NORTH 0*14'54" EAST, ALONG THE LOT LINE, 269.50 FEET FROM THE SOUTHWEST CORNER OF LOT 10, BLOCK 8, HURRICANE FIELD SURVEY, AND RUNNING THENCE NORTH 0*14'54" EAST, ALONG THE LOT LINE, 211.50 FEET; THENCE NORTH 89*48'13" EAST 216.92 FEET; THENCE SOUTH O'15'20" WEST 211.50 FEET; THENCE SOUTH 89.48'13" WEST 216.89 FEET TO THE POINT OF BEGINNING.

Parcel Number	Account Number	Vesting Deed
H-3-2-3-2126	0391915 Account	

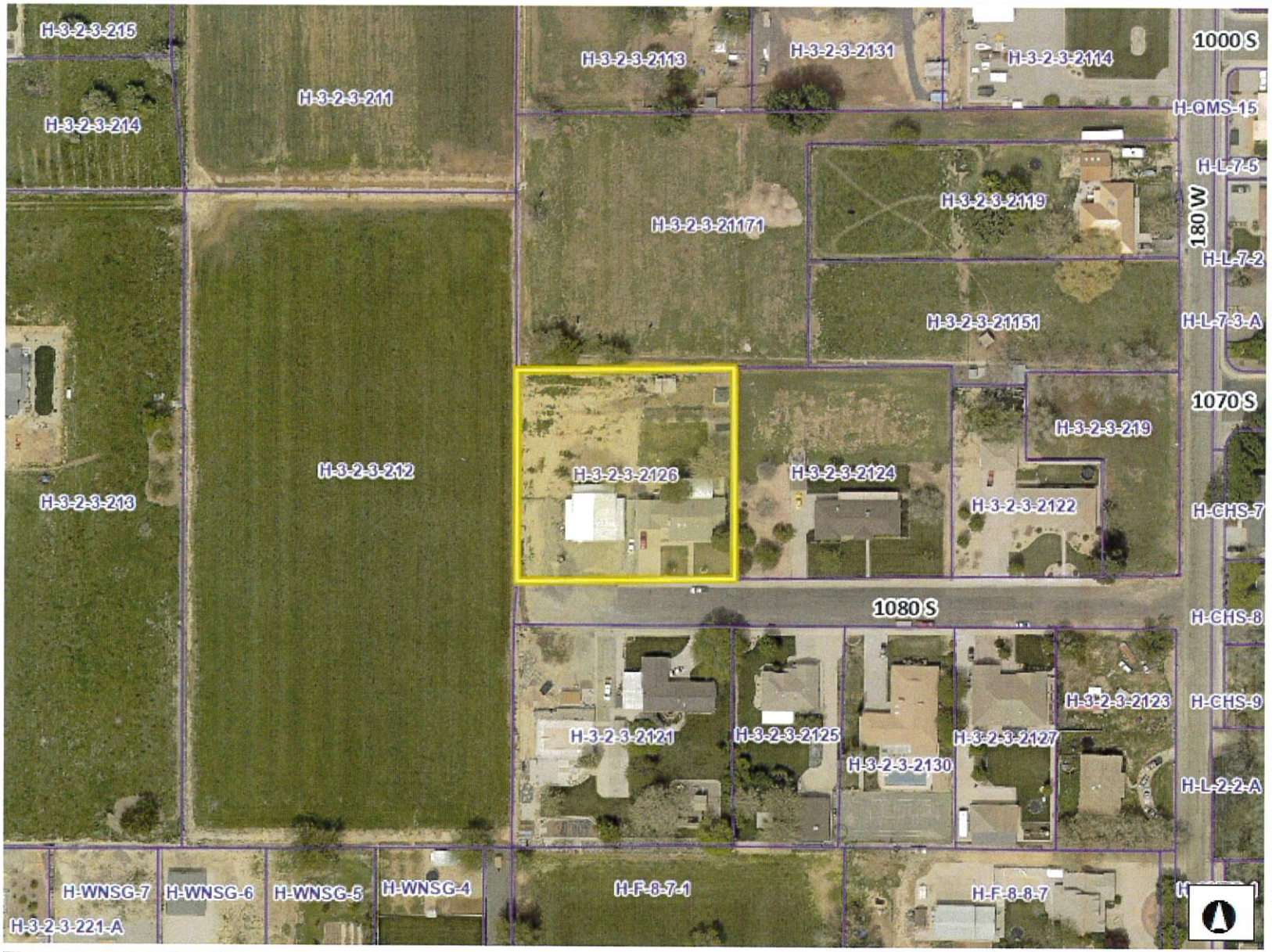
This document references more accounts than can be displayed. The number of accounts on this document is 1

Related Information

Entry Number	Book	Page


City of Hurricane Zoning
Hurricane Planning Department
H-3-2-3-2126
Parcels
H-3-2-3-2126
Parcel ID: H-3-2-3-2126
(1 of 1)
1000
1070
1170 S
1160 S
Cliff
City of Hurricane GIS, Bureau of L
300ft
-113.292 37.160 Degrees

Stratton Shumway Zone Change



Legend

- Parcels
- Ownership
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management Wilde
  - National Park Service
  - Shivwits Reservation
  - Utah Division of Wildlife Resources
  - Utah Division of Transportation
  - State Park
  - State of Utah
  - Washington County
  - Municipally Owned
  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

Notes

Zone change from RA-1 to RA-0.5

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

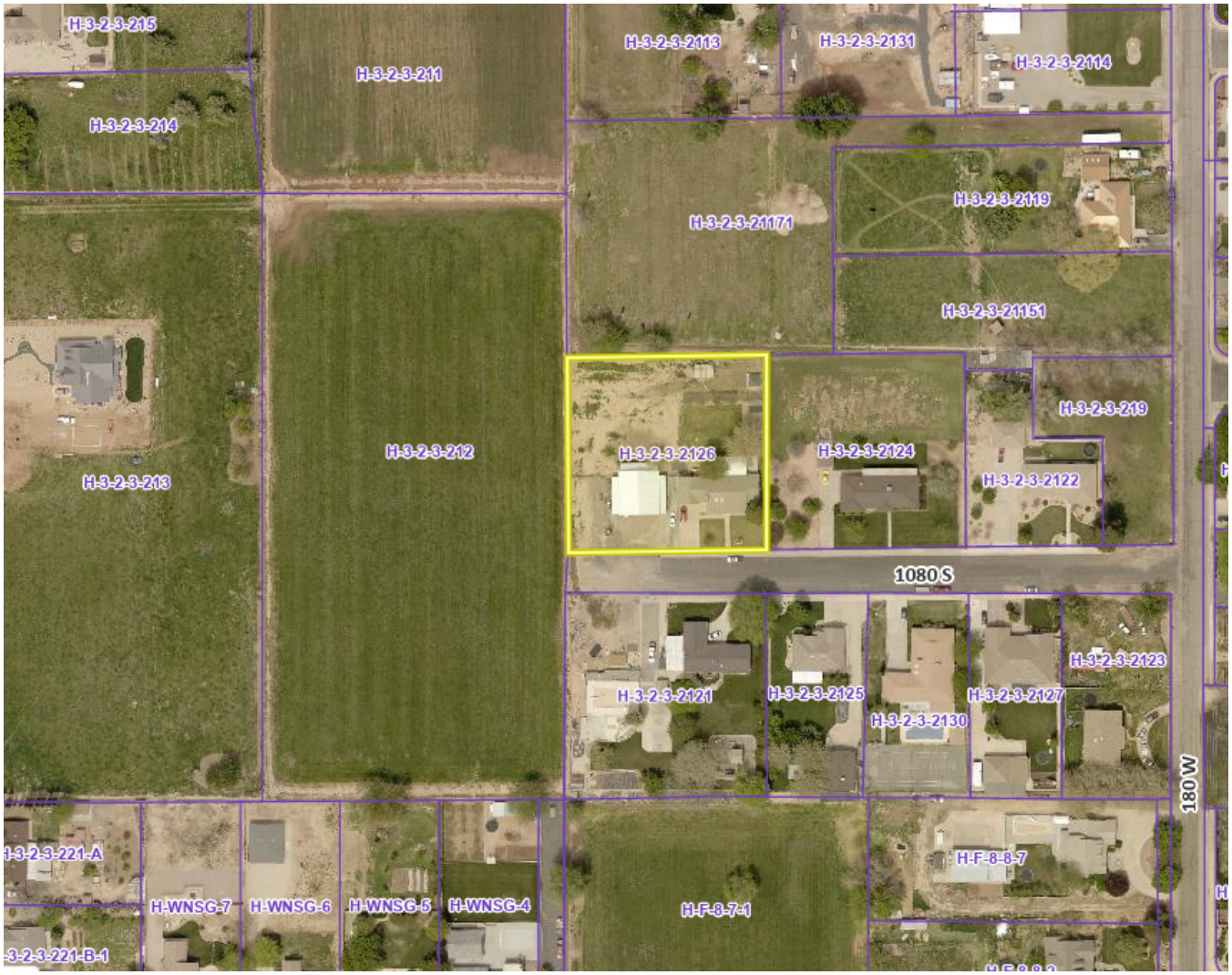
Agenda Date:	**04/07/2022**
Application Number:	2022-ZC-06
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Michelle Stratton Shumway
Agent:	
Request:	A Zone Change from RA-1 to RA-0.5
Location:	284 W 1080 S
Zoning:	RA-1
General Plan Map:	Single Family

Planning Commission
The Planning Commission gave a positive recommendation on the proposed zone change stating that the intent is not to change the character of the areas, but to help compensate the owner for the roadway dedication.

Update:
The Planning Commission continued this application on February 23, 2022 to allow the property owner to consider applying for an R1-15 Zoning. This would ensure the applicant would be able to subdivide her lot into two lots, which the initial request at RA-0.5 may not allow because of future roadway dedication. The following is an updated report for that request.

Discussion:
The applicant is seeking a zone change from RA-1 to R1-15 in order to facilitate a future lot split on the property for another home.

	Zoning	Adjacent Land Use
North	RA-1	Single Family Homes and some agriculture
East	RA-1, RA-0.5, R1-10	Single Family Homes
South	RA-0.5	Single Family Homes
West	RA-0.5	Single Family Homes, some agriculture



To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:

1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

3. The extent to which the proposed amendment may adversely affect adjacent property; and

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as a Single Family. The 2021 General Plan defines Single Family as follows:

These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: Most of the surrounding properties are either RA-1 or RA-0.5 and consist of large lots and limited agricultural uses. There are areas of R1-10 in the surrounding area. A zone change to allow an additional single-family home would not have a major impact

3. Will the proposed amendment affect the adjacent property?

Response: The proposed zoning will allow the addition of one new residential unit to the property. Staff does not believe that the added residents will affect adjacent properties assuming the property is developed smartly.

4. Are public facilities and services adequate to serve the subject property?

Response: Facilities and services are adequate for this development. JUC had no major concerns about availability.

Other Considerations

Is this a Spot Zone?
Spot zoning is a factor that the Planning Commission should consider for smaller zone changes. However, spot zoning has become less critical in the past few years as cities have embraced various uses within single areas; it is still important to avoid creating small pockets of land use that may conflict with the area as a whole. Therefore, when considering if an item is a spot zone, there are few items to consider.

1. Is this zoning different from the surrounding property and limited in scope?
2. Does the zone comply with the General Plan Map?
3. Is the proposed zoning and permitted use different in character?
4. Is the zoning requested different from trends and zoning requested and approved in other sections of the City?
5. What type of uses are anticipated in the surrounding area?

Though the zone change is limited based on the size of the parcel, staff does not believe this would meet the legal criteria for it to be considered a spot zone for the following reasons:

1. It complies with the General Plan Map
2. The change requested is consistent with development trends across the City
3. The uses will not differ between the two zones

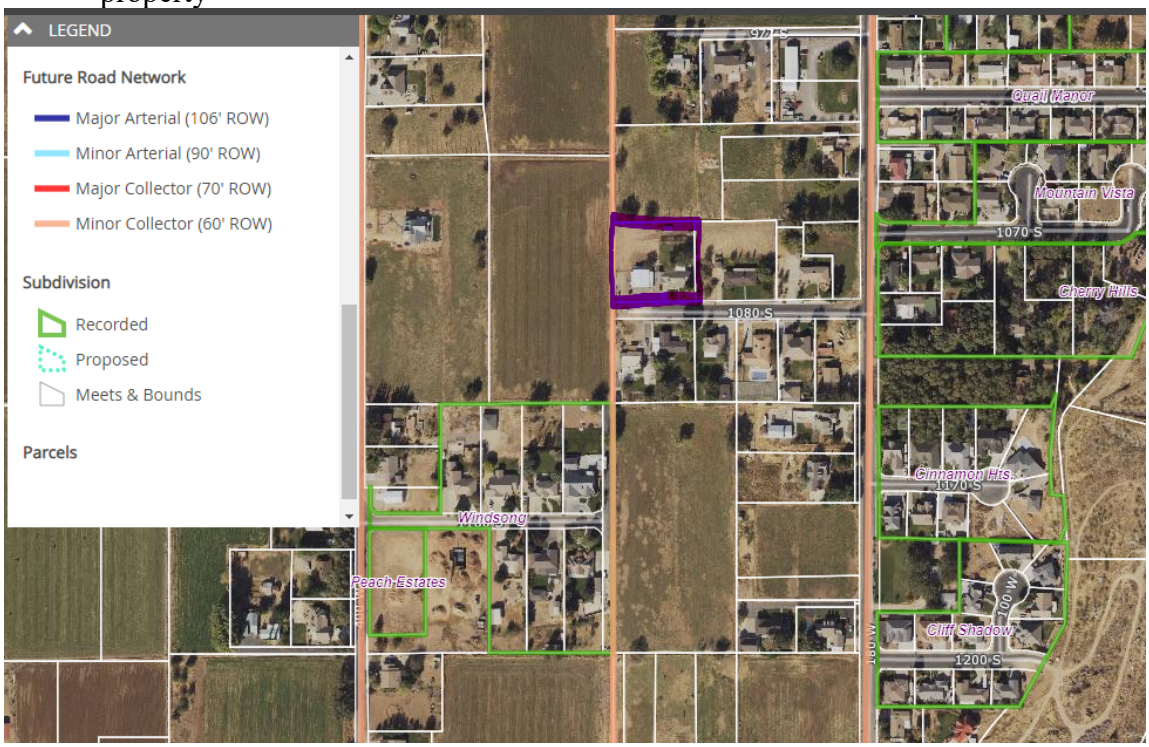
There is some good additional information about spot zones at the following link: PlannersWeb: Understanding Spot Zoning.

JUC Comments:

1. **Power:** No concerns
2. **Sewer:** No issues
3. **Streets:** No issues, may need to continue the street slightly
4. **Public Works:** Will need to see site plan to ensure access is done correctly
5. **Water:** No concerns, water line in 1080 S.
6. **Engineering:** Master planned roadway on western boundary, need to dedicate 30 feet along the entire boundary, may need smaller zoning. Road improvements needed on 1080 S.
7. **Fire:** No issues with zone change, need fire turnaround
8. **Cable/Phone/Gas/WCWCD:** Good

Staff Comments:

1. There is a 60'' master planned roadway (Future 300 W) that needs to be dedicated on the property



2. The lot area is 1.05 acres. Dedicating the required 30 feet of roadway would take approximately .16 acres, making it impossible to divide the property into two at least half acre lots. As such, the applicant has asked for next zoning that would allow subdividing the property. Complicating matters further is that the second lot would have to be a flag lot and the flag lot code (HCC 10-37-10) states: *"The size of the flag portion of a lot shall conform to the minimum lot size requirement of the zone in which the lot is located. Sufficient turnaround space per the fire code shall be provided."* The staff portion of the flag lot wouldn't even count towards the density
3. It is important to note that this is only a zone change application, and no subdivision plat has been submitted to the City.

Findings:
Staff makes the following findings:

1. The application meets the standards within the General Plan and General Plan Map.
2. Most of the surrounding development is large lot single family homes
3. The proposed amendment will impact the area, but the limited number of units would mitigate the impact.
4. Services are adequate to serve the area and proposed project.

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and consider residents' comments. Staff recommends approval of the proposed zone change.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **amended final plat for Seville Lots 1A and 1B**, located at 952 W 325 S. Harmony Vanderhorst Applicant

Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-AFP-03 App
2. 2022-AFP-03 Seville Lot 1
3. 2022-AFP-03 Seville Lot 1
4. 2022-AFP-03 Map
5. SEVILLE_SUB_AMD_LOT_1
6. SEVILLE_SUBDIVISION

AMENDED FINAL PLAT APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $150

For Office Use Only:
File No. 2022-AFP-03
Receipt No. 8.156659

Name: Harmony Vandemorst **Telephone:** 435-229-1140

Address: 2152 S. Angel Heights Dr. **Fax No.** _____

Email: Hyty fam@gmail.com **Agent Email:** _____

Agent (If Applicable): _____ **Telephone:** _____

Address/Location of Subject Property: _____

_____

Tax ID of Subject Property: H-SGEV-1A, H-SGEV-1B **Number of Lots:** 2

Subdivision Name: Seville **Phase:** _____

_____

Submittal Requirements: 1-large paper copy, 1-11 X 17, and 1 disk in 2004 or newer Auto-Cad format

1. The final plat shall show:

X a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.

X b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.

X c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.

X d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.

X e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.

X f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.

X g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County or other official monuments.

X h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).

_____ i. Street monuments shall be installed by the subdivider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the subdivider's plat by the appropriate symbols.

_____ j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.

_____ k. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.

2. Required Forms & Certificates: In addition the final plat shall contain the standard forms for the following:

_____ a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. **Plat must signed and stamped by the licensed surveyor prior to final plat submittal.**

_____ b. The owner's certificate of dedication of all streets, roads, rights-of-way or other parcels intended for the use and benefit of the general public.

_____ c. Mortgagee or other lien holder's Consent to Record, if applicable.

_____ d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.

_____ e. Certificate of approval of Ash Creek Special Service District.

_____ f. Certificate of approval of the City Engineer.

_____ g. Certificate of approval of the City Council, as evidenced by the signature of the Mayor

_____ h. Certificate of approval as to form executed by the City Attorney.

_____ i. A one and one-half inch by five inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. **Other Information Required**: The following information or documentation shall be submitted:

_____ a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full

_____ b. An original copy for Staff review of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the County Recorder along with the final plat.

_____ c. Title report for the property being subdivided.

_____ d. A disk of the final plat prepared in 'Auto-Cad 2004' (or newer format)

Application Process: The following steps occur:

- A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department along with the paper copy of the amended plat.

- A paper copy of the amended plat is submitted to the City Engineer for review. The City Engineer will red line the plat and email the subdivision engineer of required changes that need to be made. If a plat is still not ready for the City Engineers signature after the second submittal, an additional fee must be paid before the Engineer performs another review. An approved mylar of the final plat must

be signed by the City Engineer before the City Council meeting at which the amendment is to be submitted

- A plat amendment without the notarized signatures of all the owners of record on the mylar or on consent to record forms will require a public hearing. The applicant will be required to pay all notification and/or publication costs for notice of the hearing.

Requirements for recordation:

1. Amended plat approval by the City Council

4. Two disks of the final plat provided in 'Auto Cad 2004' format – one for the City, and one for the County Recorder.

5. Review of the title report by the City Attorney.

7. All signatures must be on the mylar, including property owners of record according to the title report, City officials and Ash Creek Special Service District Superintendent. The City Attorney is the last signer of the mylar just prior to recordation.

8. Someone from the City Attorney's office will accompany the developer's representative to the County Recorder's office for recordation. The developer pays recording fees.

A development with CC&R's should submit a copy of the CC&R's to the Planning Staff and one to the City Attorney for review at the time the plat amendment is submitted.

Note: An amended plat that includes the abandonment of a dedicated road or for a subdivision that is not fully improved requires a different application and procedure

****

(Office Use Only)

Date Received: _____ Application Complete: ☐ YES ☐ NO

Date application deemed to be complete:_____ Completion determination made by:_____

ISSUING AGENT:	*Escrow / Closing Inquiries should be directed to:*
Griffiths & Turner GT TITLE Services Inc.	**Giulia Bennett, Escrow Officer** **Phone: 435-656-1000** **Email: Giulia@GTTitle.net**

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT–READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I–Requirements; Schedule B, Part II–Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I–Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Agent:
GRIFFITHS & TURNER / GT TITLE SERVICES INC.
a Utah Licensed Title Insurance Agency
1224 South River Road, Building B, Suite 107
Saint George, UT 84790
P: 435-656-1000 | F: | www.GTTitle.com

By: Tyler J. Turner
Tyler J. Turner, President

Issued By:
WESTCOR LAND TITLE INSURANCE COMPANY
875 Concourse Parkway South, Ste. 200
Maitland, FL 32751
P: 866-629-5842 | www.WLTIC.com

By: Mary O'Donnell
President

Attest:
Secretary

Transaction Identification Data for reference only:
Commitment Number: **W48199GB**
Tax Parcel Number(s): **H-SEEV-1A, H-SEEV-1B**
Property Address(es): **(ADDRESS UNASSIGNED), HURRICANE, UT 84737**
(ADDRESS UNASSIGNED), HURRICANE, UT 84737

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

B. Pay the agreed amount for the estate or interest to be insured.

C. Pay the premiums, fees, and charges for the Policy to the Company. NOTE: In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be $200.00.

D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

E. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.

F. Provide the Company with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.

G. Provide the Company with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the Land.

SPECIAL REQUIREMENTS (if any):

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II - EXCEPTIONS (Continued)

12. Any water rights, claims or title to water in or under the Land.

13. The effects of a Decree Organizing and Establishing the Washington County Water Conservancy District, recorded June 2, 1964, as Entry No. 121696, in Book S-49, at Pages 94, of the Official Records of the Recorder, Washington County, State of Utah.

14. The effects, terms and conditions of the covenants, conditions and restrictions, and any related bylaws, recorded FEBRUARY 25, 2008 as Entry No. 20080007508; and any amendments or supplements thereto as may have been recorded from time to time, and any charges created thereunder, including any charges, dues or assessments levied by any home owners association or similar organization, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry,or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

15. The terms, conditions, and effects of the certain **Utah State Construction Registry Preliminary Notice(s)** establishing statutory preconstruction and/or construction lien rights in favor of the filer(s) thereof. *(Contact the Company for copies of said Notices).*

    NOTICE: According to our research, no existing Deed of Trust/Mortgage appears of record. If this is incorrect, please notify the Company.

COMMITMENT FOR TITLE INSURANCE

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I–Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the **Notice**; (b) the **Commitment to Issue Policy**; (c) the **Commitment Conditions**; (d) **Schedule A**;
(e) **Schedule B, Part I–Requirements**; (f) **Schedule B, Part II–Exceptions**; and (g) a **counter-signature** by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I–Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II–Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/07/2022**
Application Number:	2022-AFP-03
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Harmony Vanderhorst
Agent:	
Request:	Approval of an Amended Final Plat
Location:	952 W 325 S
Zoning:	R1-15
General Plan Map:	Residential

Planning Commission
The Planning Commission gave a positive recommendation on the proposed amended final plat.

Discussion: The applicant has applied to amend the final plat for Seville Subdivision to combine lots 1A and 1B. Previously this lot was subdivided into two lots, however the applicant is the owner for both lots and wants to combine them in order to build a bigger house. This property is within a floodway and a floodplain and thus parts of the property are unbuildable. Even without this combination both lots have sufficient buildable sections

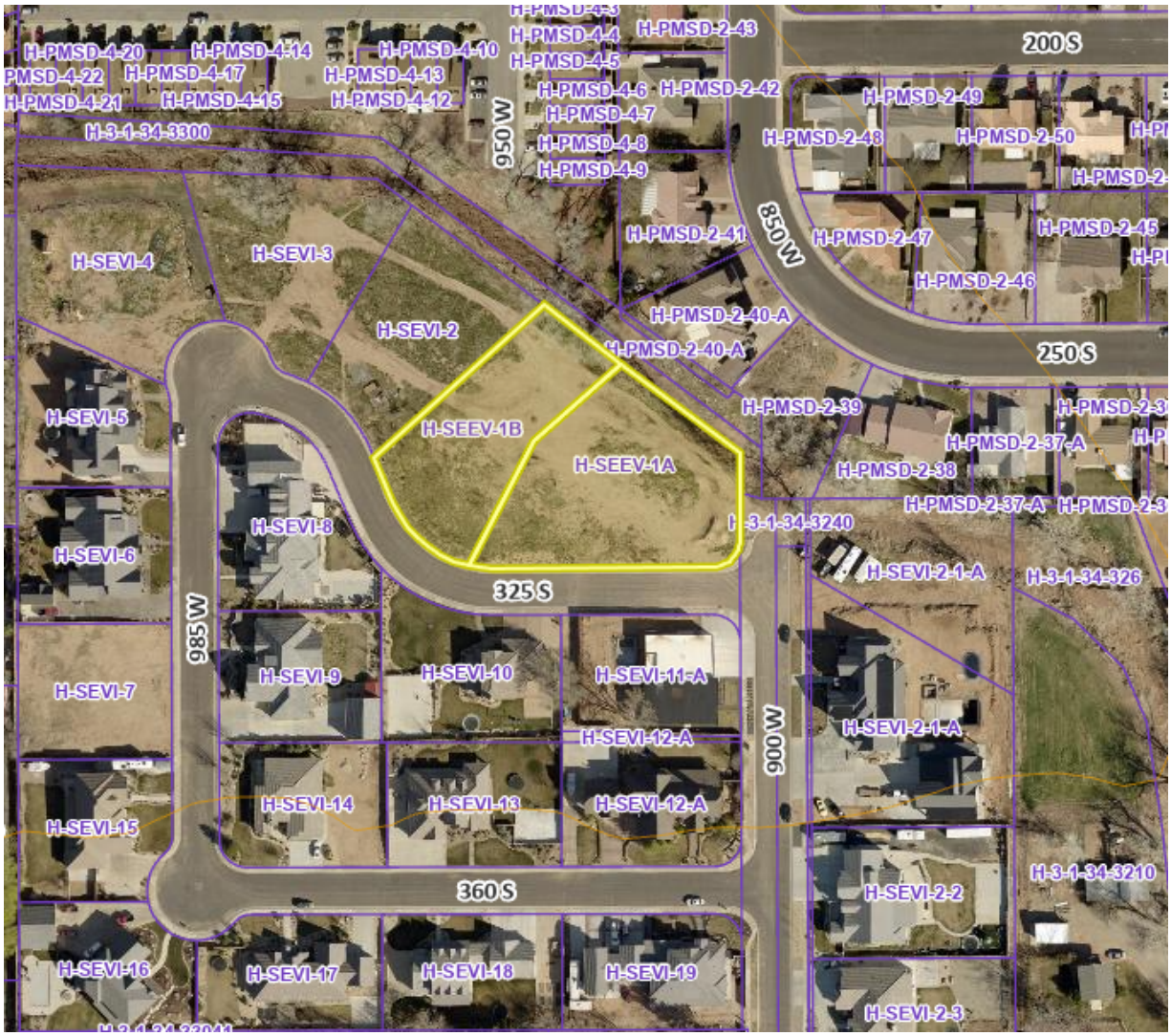
JUC Comments

1. **Public Works:** Need to see what improvements were done when the lot was split
2. **Power:** Two boxes on the lot, both will need to stay
3. **Water:** No issue, did not install additional improvements
4. **Sewer:** Lateral there, anything not used will have to be capped off

Staff Comments

1. The plat meets amended final plat standards contained in Utah Code 10-9a-608. Subdivision Amendments, updated in 2020. The following are the key items:
    a. Depicts only the portion of the subdivision that is proposed to be amended
    b. Includes a plat name distinguishing the amended plat from the original plat
    c. Describes the differences between the amended plat and the original plat
    d. Includes references to the original plat
2. The Final Plat needs a full review by the City Engineering Department for surveying details.

Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards. Staff would recommend approval of the item subject to staff and JUC comments.



PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

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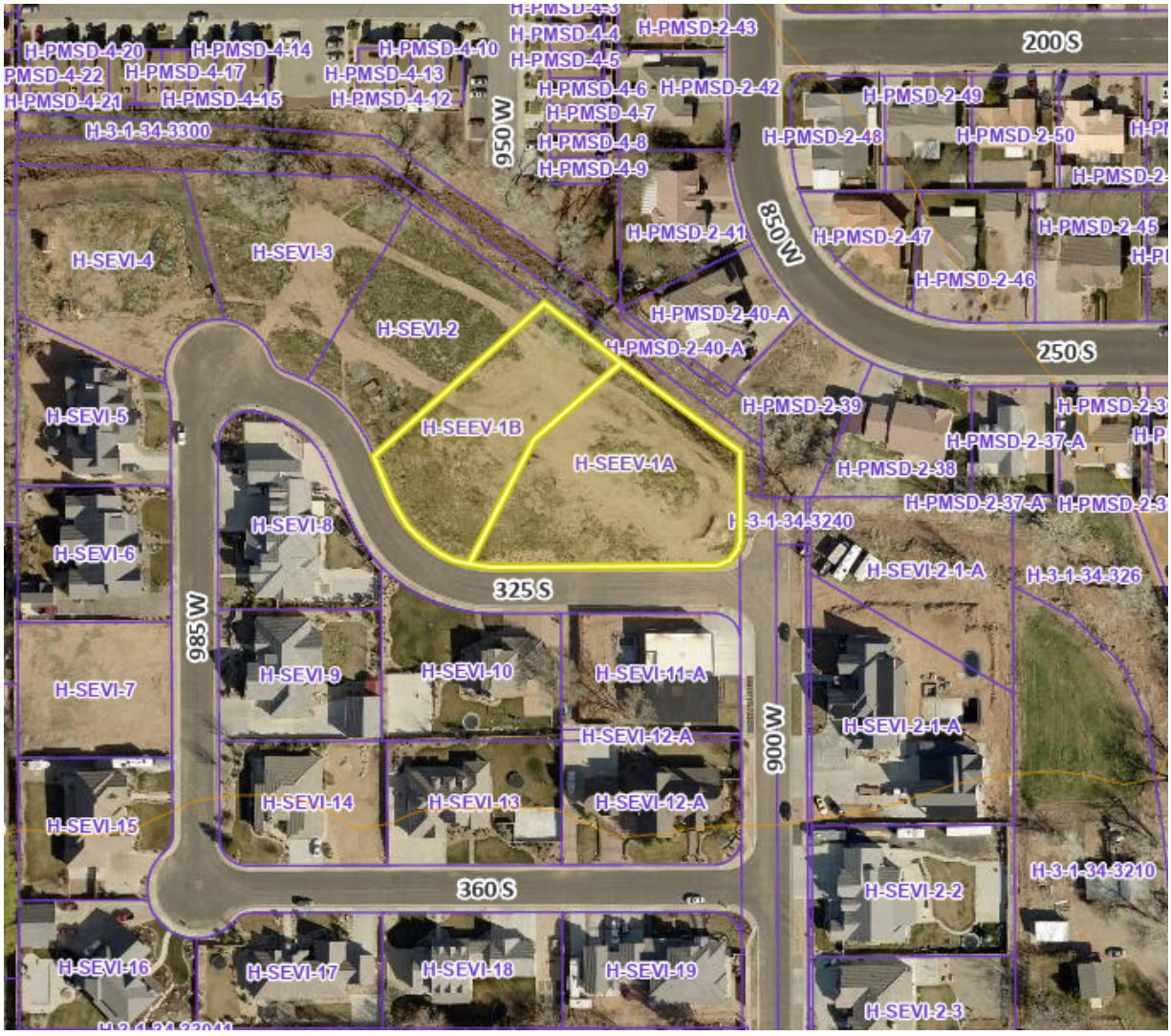
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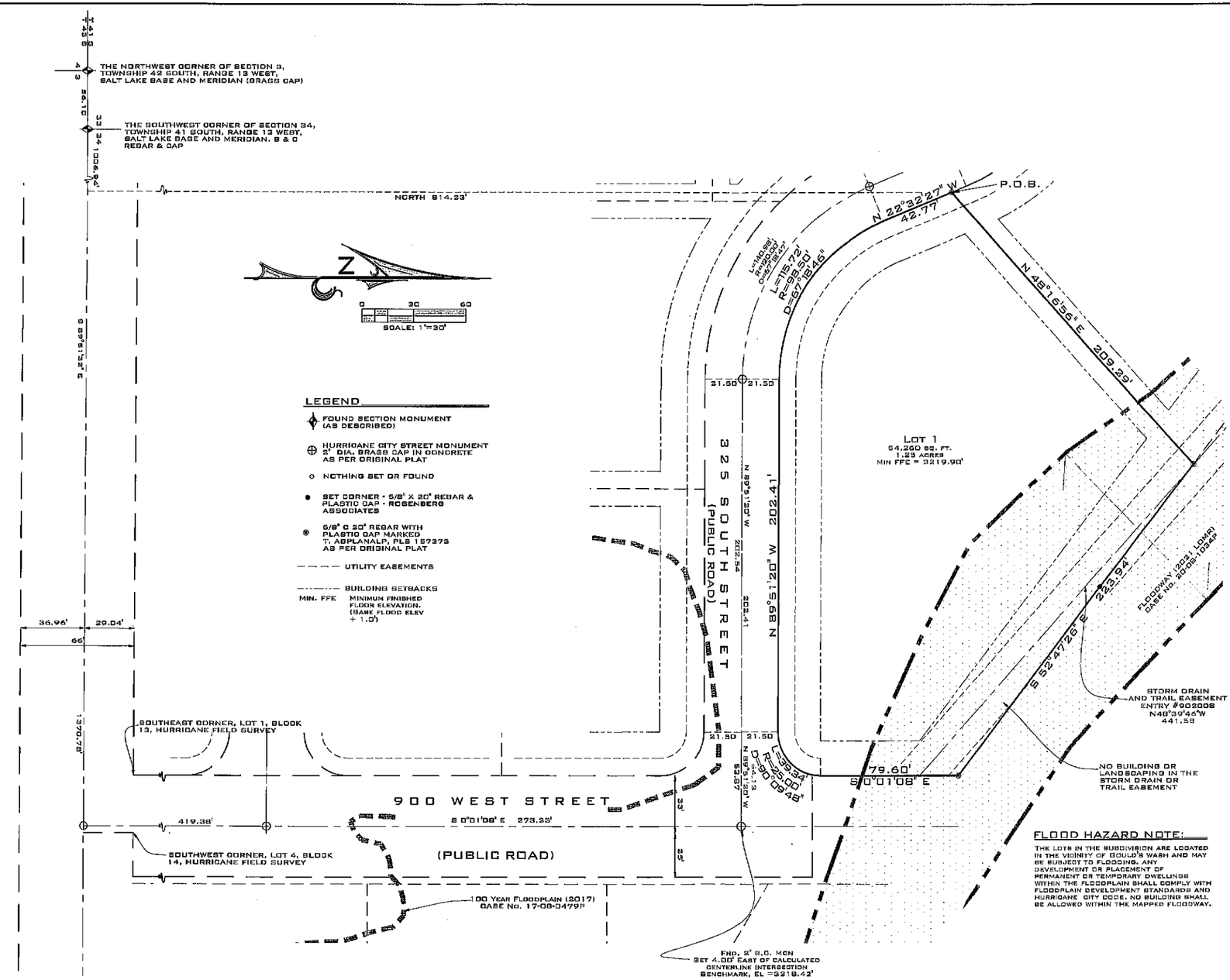


SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO A LOT, AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

SEVILLE SUBDIVISION PARTIAL AMENDMENT B
(AMENDING LOT 1)

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 4938716 BRANDON E. ANDERSON STATE OF UTAH

DATE:

BRANDON E. ANDERSON — CERTIFICATE No. 4938716

LEGAL DESCRIPTION:

ALL OF LOT 1, SEVILLE SUBDIVISION, AS FOUND ON RECORD AS ENTRY NO. 20070037266 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SAID SEVILLE SUBDIVISION, SAID POINT BEING SOUTH 89°51'32" EAST 1,006.94 FEET ALONG THE SECTION LINE AND NORTH 814.23 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING;

THENCE NORTH 48°16'56" EAST 209.29 FEET;
THENCE SOUTH 52°47'26" EAST 223.94 FEET;
THENCE SOUTH 00°01'08" EAST 79.60 FEET;
THENCE SOUTHWEST 39.34 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°58'52" WEST, LONG CHORD BEARS SOUTH 45°03'46" WEST 35.41 FEET WITH A CENTRAL ANGLE OF 90°09'48");
THENCE NORTH 89°51'20" WEST 202.41 FEET;
THENCE NORTHWEST 115.72 FEET ALONG AN ARC OF A 98.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 00°08'47" EAST, LONG CHORD BEARS NORTH 56°11'50" WEST 109.18 FEET WITH A CENTRAL ANGLE OF 67°18'46");
THENCE NORTH 22°32'27" WEST 42.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 54,260 SQUARE FEET OR 1.25 ACRES.

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO A LOT TO BE HEREAFTER KNOWN AS:

SEVILLE SUBDIVISION PARTIAL AMENDMENT B
(AMENDING LOT 1)

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREET RIGHT-OF-WAYS, AND EASEMENTS TO THE CITY OF HURRICANE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2022.

TJV LANDWORKS, LLC., A UTAH LIMITED LIABILITY COMPANY
TYLER VANDERHORST, MANAGER

LLC. ACKNOWLEDGMENT:

STATE OF UTAH)
COUNTY OF WASHINGTON) S.S.

ON THIS _____ DAY OF _____ IN THE YEAR____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED TYLER VANDERHORST, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME.

FULL NAME SIGNATURE: _____
FULL NAME PRINT: _____
COMMISSION NO. _____
EXPIRATION DATE: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF _____:

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16(6)) IF ABOVE INFORMATION IS FILLED IN.

AMENDMENT NOTE:

THE PURPOSES OF THIS AMENDMENT IS TO MERGE LOTS1A AND 1B INTO ONE LOT, AND TO VACATE THE EASEMENT BETWEEN THESE LOTS. THE AREA HAS BEEN ADJUSTED TO CORRECT A SCRIVENERS ERROR. THE FLOODWAY LINE AND FFE HAS BEEN UPDATED TO REFLECT THE HEREON NOTED LOMR. THIS PLAT IN NO WAY ALTERS ANY OTHER LOTS WITHIN THIS SUBDIVISION EXCEPT AS DESCRIBED HEREIN. - DATUM NAVD88

NOTES:

FRONT YARD SET BACK INCLUDES 25' ON FRONT.
SIDE YARD SET BACKS 10'.
REAR YARD SET BACK INCLUDES 30'
SIDE STREET 20'.

THIS SUBDIVISION INCLUDES 10' UTILITY EASEMENTS ADJACENT TO THE STREETS AND A 7.5' UTILITY EASEMENT ON REAR LOT LINES.

THE REAR LOT LINES OF LOTS 1-4 HAVE A 25' WIDE EASEMENT FOR TRAILS AND STORM DRAINS AS SHOWN ON THE DRAWING.

THE USE BY ANY OWNER OF ANY LOT OR PROPERTY SHOWN ON THIS PLAT SHALL NOT INTERFERE WITH THE USE OF ANY UTILITY EASEMENTS GRANTED HEREBY.

FLOOD HAZARD NOTE:

THE LOTS IN THE SUBDIVISION ARE LOCATED IN THE VICINITY OF GOULD'S WASH AND MAY BE SUBJECT TO FLOODING. ANY DEVELOPMENT OR PLACEMENT OF PERMANENT OR TEMPORARY DWELLINGS WITHIN THE FLOODPLAIN SHALL COMPLY WITH FLOODPLAIN DEVELOPMENT STANDARDS AND HURRICANE CITY CODE. NO BUILDING SHALL BE ALLOWED WITHIN THE MAPPED FLOODWAY.

SEVILLE SUBDIVISION
PARTIAL AMENDMENT B
(AMENDING LOT 1)

LOCATED IN THE SW 1/4 OF SECTION 34, T41S, R13W, S.L.B &M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH.

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 - WWW.RACIVIL.COM

FPLAT-2NDAMD FILE NUMBER:	2/16/2022 DATE:	K.R.S. DRAWN:
10162-22-016 JOB NUMBER:	1" = 30' SCALE:	B.E.A. CHECKED:

ENGINEER'S APPROVAL

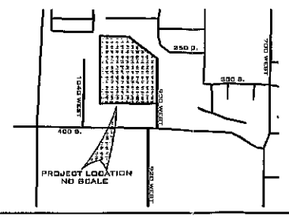
THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ___ DAY OF _____, A.D. 20___

ENGINEER
HURRICANE CITY

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ___ DAY OF _____, A.D. 20___

CITY ATTORNEY
HURRICANE CITY



APPROVAL AND ACCEPTANCE BY THE HURRICANE CITY, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE HURRICANE CITY, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE DAY OF A.D. 20 HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
HURRICANE CITY

MAYOR
HURRICANE CITY

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ___ DAY OF A.D. 20___ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

ACKNOWLEDGMENT:

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THIS 15th DAY OF August IN THE YEAR 2020 BEFORE ME Matthew McCrary A NOTARY PUBLIC, PERSONALLY APPEARED they (name) PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED (HE/SHE) EXECUTED THE SAME.

FULL NAME SIGNATURE: [signature]
FULL NAME PRINT: Matthew McCrary
COMMISSION NO.: 707834
EXPIRATION DATE: 08/20/2023
A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

MORTGAGEE CONSENT TO RECORD:

JASON C. PARKER, A MORTGAGEE OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

JASON C. PARKER - INDIVIDUAL

MORTGAGEE CONSENT TO RECORD:

ABEY BARAGHOSHI, TRUSTEE OF THE BARAGHOSHI FAMILY TRUST DATED FEBRUARY 19, 2003, A MORTGAGEE OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

Aby Baraghoshi Trustee
ABEY BARAGHOSHI - TRUSTEE

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

SEVILLE SUBDIVISION - AMENDING LOT 1

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

PROFESSIONAL LAND SURVEYOR — CERTIFICATE — 4938716 — BRANDON E. ANDERSON — STATE OF UTAH

7/22/2020
DATE:

BRANDON E. ANDERSON — CERTIFICATE NO. 4938716

LEGAL DESCRIPTION:

ALL OF LOT 1, SEVILLE SUBDIVISION, AS FOUND ON RECORD AS ENTRY NO. 20070037266 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SAID SEVILLE SUBDIVISION, SAID POINT BEING SOUTH 89°51'32" EAST 1,006.94 FEET ALONG THE SECTION LINE AND NORTH 814.23 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING;

THENCE NORTH 48°16'56" EAST 209.29 FEET;
THENCE SOUTH 52°47'26" EAST 223.94 FEET;
THENCE SOUTH 00°01'08" EAST 79.60 FEET;
THENCE SOUTHWEST 39.34 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°58'52" WEST, LONG CHORD BEARS SOUTH 45°03'46" WEST 35.41 FEET WITH A CENTRAL ANGLE OF 90°09'48");
THENCE NORTH 89°51'20" WEST 202.41 FEET;
THENCE NORTHWEST 115.72 FEET ALONG AN ARC OF A 98.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 00°08'47" EAST, LONG CHORD BEARS NORTH 56°11'50" WEST 109.18 FEET WITH A CENTRAL ANGLE OF 67°18'46");
THENCE NORTH 22°32'27" WEST 42.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 54,260 SQUARE FEET OR 1.25 ACRES.

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS:

SEVILLE SUBDIVISION - AMENDING LOT 1

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREET RIGHT-OF-WAYS, AND EASEMENTS TO THE CITY OF HURRICANE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 29 DAY OF July, 2020.

JASON SMITH

INDIVIDIUAL ACKNOWLEDGMENT:

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THIS 29 DAY OF July IN THE YEAR 2020, BEFORE ME Jason Smith, A NOTARY PUBLIC, PERSONALLY APPEARED JASON SMITH PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME.

FULL NAME SIGNATURE: [signature]
FULL NAME PRINT: Jason S. Smith
COMMISSION NO. 668177
EXPIRATION DATE: 08/11/2021
A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH:

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16(6)) IF ABOVE INFORMATION IS FILLED IN.

AMENDMENT NOTE:

THE PURPOSES OF THIS AMENDMENT ARE TO SHOW THE NEW FLOODWAY AND FLOODPLAIN LINES AS REVISED IN ACCORDANCE WITH THE FEMA LETTER OF MAP REVISION (LOMR), CASE NO. 17-08-0479P, TO DIVIDE LOT 1 INTO TWO LOTS BEING 1 AND 1A, AND VACATE PUBLIC UTILITY EASEMENTS ALONG SIDE YARDS & REAR LOT LINES EXCEPT WHAT IS SHOWN. MINIMUM FINISHED FLOOR ELEVATIONS ON LOTS 1 AND 1A ARE ALSO SHOWN PER (LOMR). THIS PLAT IN NO WAY ALTERS ANY OTHER LOTS WITHIN THIS SUBDIVISION EXCEPT AS DESCRIBED HERIN. - DATUM NAVD88

NOTES:

FRONT YARD SET BACK INCLUDES 25' ON FRONT.
SIDE YARD SET BACKS 10'.
REAR YARD SET BACK INCLUDES 30'
SIDE STREET 20'.

THIS SUBDIVISION INCLUDES 10' UTILITY EASEMENTS ADJACENT TO THE STREETS AND A 7.5' UTILITY EASEMENT ON REAR LOT LINES.

THE REAR LOT LINES OF LOTS 1-4 HAVE A 25' WIDE EASEMENT FOR TRAILS AND STORM DRAINS AS SHOWN ON THE DRAWING.

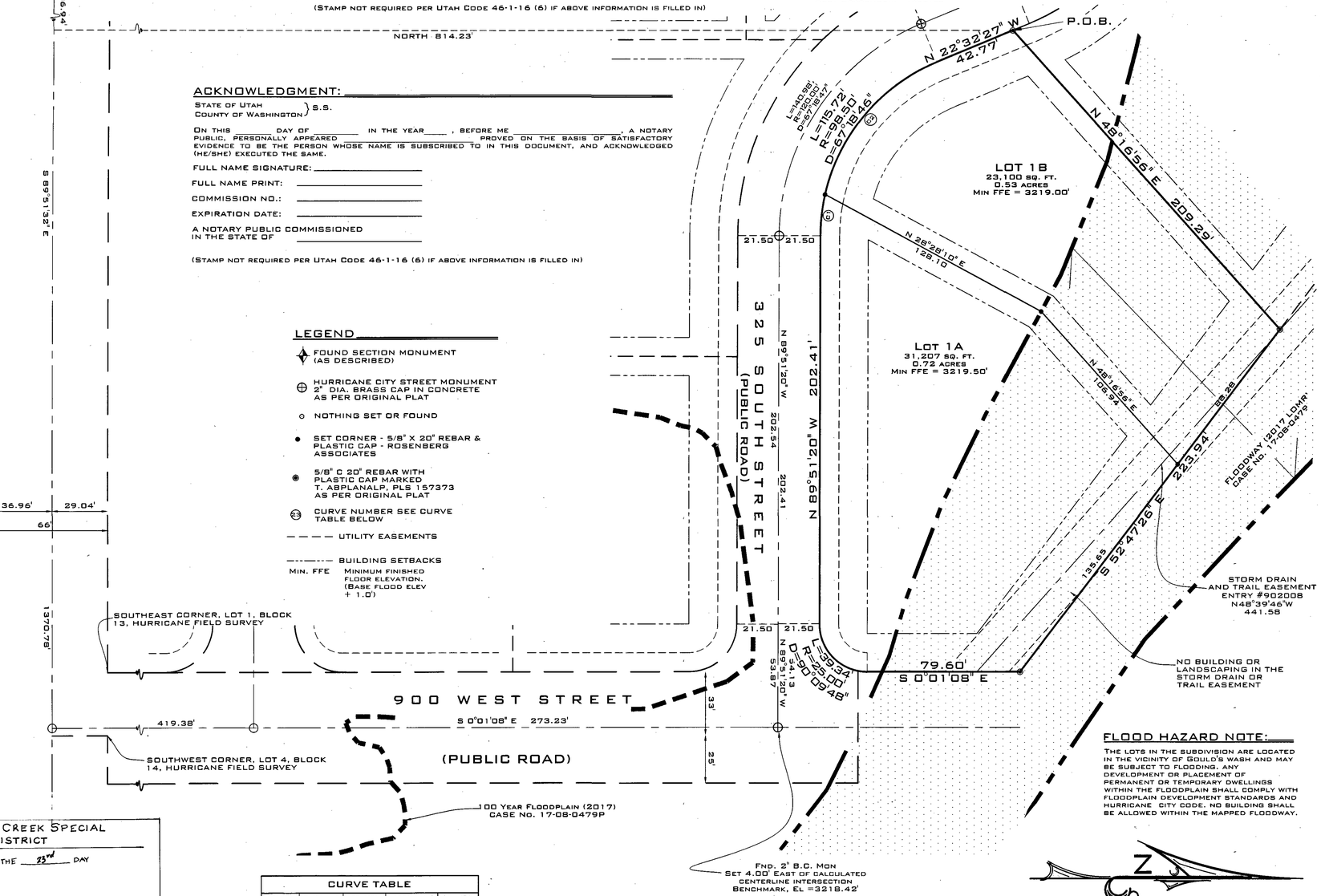
THE USE BY ANY OWNER OF ANY LOT OR PROPERTY SHOWN ON THIS PLAT SHALL NOT INTERFERE WITH THE USE OF ANY UTILITY EASEMENTS GRANTED HEREBY.

FLOOD HAZARD NOTE:

THE LOTS IN THE SUBDIVISION ARE LOCATED IN THE VICINITY OF GOULD'S WASH AND MAY BE SUBJECT TO FLOODING. ANY DEVELOPMENT OR PLACEMENT OF PERMANENT OR TEMPORARY DWELLINGS WITHIN THE FLOODPLAIN SHALL COMPLY WITH FLOODPLAIN DEVELOPMENT STANDARDS AND HURRICANE CITY CODE. NO BUILDING SHALL BE ALLOWED WITHIN THE MAPPED FLOODWAY.

SEVILLE SUBDIVISION AMENDING LOT 1

LOCATED IN THE SW 1/4 OF SECTION 34, T41S, R13W, S.L.B &M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH.



LEGEND

- FOUND SECTION MONUMENT (AS DESCRIBED)
- HURRICANE CITY STREET MONUMENT 2" DIA. BRASS CAP IN CONCRETE AS PER ORIGINAL PLAT
- NOTHING SET OR FOUND
- SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
- 5/8" C 20" REBAR WITH PLASTIC CAP MARKED T. ABPLANALP, PLS 157373 AS PER ORIGINAL PLAT
- (C2) CURVE NUMBER SEE CURVE TABLE BELOW
- UTILITY EASEMENTS
- BUILDING SETBACKS
- Min. FFE — Minimum finished floor elevation. (Base flood elev + 1.0')

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	21.62'	98.50'	10.85	12°34'31"
C2	94.10'	98.50'	50.99	54°44'14"

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT

APPROVED AS TO FORM, THIS THE 23rd DAY OF September, A.D. 2020

Michael A. Chandler
ENGINEER - SUPERINTENDENT
ASH CREEK SPECIAL SERVICE DISTRICT

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 - WWW.RACIVIL.COM

LOT 1 & 1A FILE NUMBER:	6/18/2020 DATE:	D.M.H. DRAWN:
10162-18-006 JOB NUMBER:	1" = 30' SCALE:	B.E.A. CHECKED:

ENGINEER'S APPROVAL

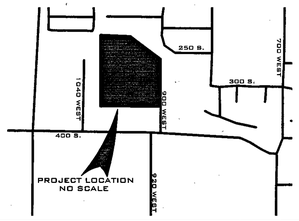
THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 18th DAY OF September, A.D. 2020

Curtis O. LeBaron
ENGINEER
HURRICANE CITY

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE 29 DAY OF November, A.D. 20

Jay E. Bolda
CITY ATTORNEY
HURRICANE CITY



APPROVAL AND ACCEPTANCE BY THE HURRICANE CITY, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE HURRICANE CITY, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE ___ DAY OF ___ A.D. 20___ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

Cindy Bottrag
ATTEST: CITY RECORDER
HURRICANE CITY

John W. Bramall
MAYOR
HURRICANE CITY

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY THAT ON THE 30 DAY OF November A.D. 2020 ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

DOC # 20200068668
Map (Conveying Property) Page 1 of 2
Russell Shirts Washington County Recorder
12/01/2020 08:08:52 AM Fee $ 54.00
By SMITH JASON

WASHINGTON COUNTY RECORDER

THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN (BRASS CAP)

T 41 S
T 42 S
3
56.10
33
34

THE SOUTHWEST CORNER OF SECTION 34 TOWNSHIP 41 SOUTH RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, B & C REBAR & CAP

S89°51'32"E

S89°51'34"E
S89°51'32"E

NOTES:
FRONT YARD SET BACK INCLUDES 25' ON FRONT.
SIDE YARD SET BACKS 10'.
REAR YARD SET BACK INCLUDES 30'
SIDE STREET 20'

THIS SUBDIVISION INCLUDES 10' UTILITY EASEMENTS ADJACENT TO THE STREETS.
AND A 7.5' UTILITY EASEMENT ON ALL SIDE LOT LINES AND A 7.5' UTILITY EASEMENT ON REAR LOT LINES.

THE REAR LOT LINE OF LOTS 1-4 HAVE 25' WIDE EASEMENT FOR TRAILS AND STORM DRAINS AS SHOWN ON THE DRAWING.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT UNDERSIGNED OWNERS OF ALL OF THE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS:

SEVILLE SUBDIVISION

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREET RIGHT-OF-WAYS, AND 7.5' EASEMENTS, AND MORE SPECIFICALLY TO HURRICANE, ASHCREEK SPECIAL SERVICE DISTRICT, QWEST COMMUNICATIONS, CHARTER CABLE T.V. COMPANY, AND QUESTAR GAS COMPANY, THE RIGHT OF INGRESS AND EGRESS WITH RIGHTS TO INSTALL AND MAINTAIN FACILITIES FOR POWER, WATER, SEWER, TELEPHONE, TELEVISION AND NATURAL GAS.

WHEREOF I HAVE HEREUNTO SET MY HAND THIS 10th DAY OF July A.D. 2006

JAMES D. THOMPSON
MANAGING MEMBER
T & D MONTAH, L.L.C.

NOTE:

THE USE BY ANY OWNER OF ANY LOT OR PROPERTY SHOWN ON THIS PLAT SHALL NOT INTERFERE WITH THE USE OF ANY UTILITY EASEMENT GRANTED HEREBY.

SURVEYORS CERTIFICATE

I, TERRY W. ABPLANALP, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, HOLDING CERTIFICATE NO. 157373, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

SEVILLE SUBDIVISION

AND IS AS DESCRIBED IN THE BOUNDARY DESCRIPTION BELOW:

DATE: Nov. 13th, 2006

REGISTERED LAND SURVEYOR
157373
TERRY W. ABPLANALP
STATE OF UTAH

TERRY W. ABPLANALP CERTIFICATE # 157373
51 N. 1000 W. #2
HURRICANE, UTAH 84737

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°51'32" EAST, 1341.78 FEET AND NORTH 0°01'08" WEST, 291.94 FEET FROM THE SOUTHWEST CORNER OF SECTION 34 TOWNSHIP 41 SOUTH RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EAST LINE OF LOT 1, BLOCK 13, HURRICANE FIELD SURVEY; AND RUNNING THENCE NORTH 89°51'20" WEST, 662.63 FEET TO A POINT ON THE WEST LINE OF LOT 2 BLOCK 13, HURRICANE FIELD SURVEY; THENCE NORTH 0°00'33" WEST ALONG SAID LOT LINE, 790.95 FEET; THENCE SOUTH 87°34'04" EAST, 331.55 FEET; THENCE SOUTH 52°47'26" EAST, 416.02 FEET; THENCE SOUTH 0°01'08" EAST, 526.97 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.926 ACRES.

TOGETHER WITH A 25 FOOT WIDE STRIP OF LAND FOR PURPOSES OF WIDENING 900 WEST STREET FROM 33 FEET TO 58 FEET WIDE, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°51'32" EAST, 1374.78 FEET ALONG THE SECTION LINE AND NORTH 0°01'08" WEST, 29.04 FEET FROM THE SOUTHWEST CORNER OF SECTION 34 TOWNSHIP 41 SOUTH RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 14, HURRICANE FIELD SURVEY AND RUNNING THENCE
NORTH 0°01'08" WEST, 705.53 FEET ALONG WEST LINE OF SAID LOT 4; THENCE NORTH 89°58'52" EAST, 25.00 FEET; THENCE SOUTH 0°01'08" EAST, 705.58 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 400 SOUTH STREET; THENCE NORTH 89°51'32" WEST, 25.00 FEET; TO THE POINT OF BEGINNING.
CONTAINING 0.40 ACRES.

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS 10th DAY OF July A.D. 2006 7
JAMES D. THOMPSON Managing Member T&D Montah, L.L.C.
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF WASHINGTON, IN THE STATE OF UTAH, THE SIGNER OF THE ABOVE OWNERS DEDICATION, (1) IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED

Deeona L Cox
NOTARY PUBLIC
RESIDING IN WASHINGTON COUNTY

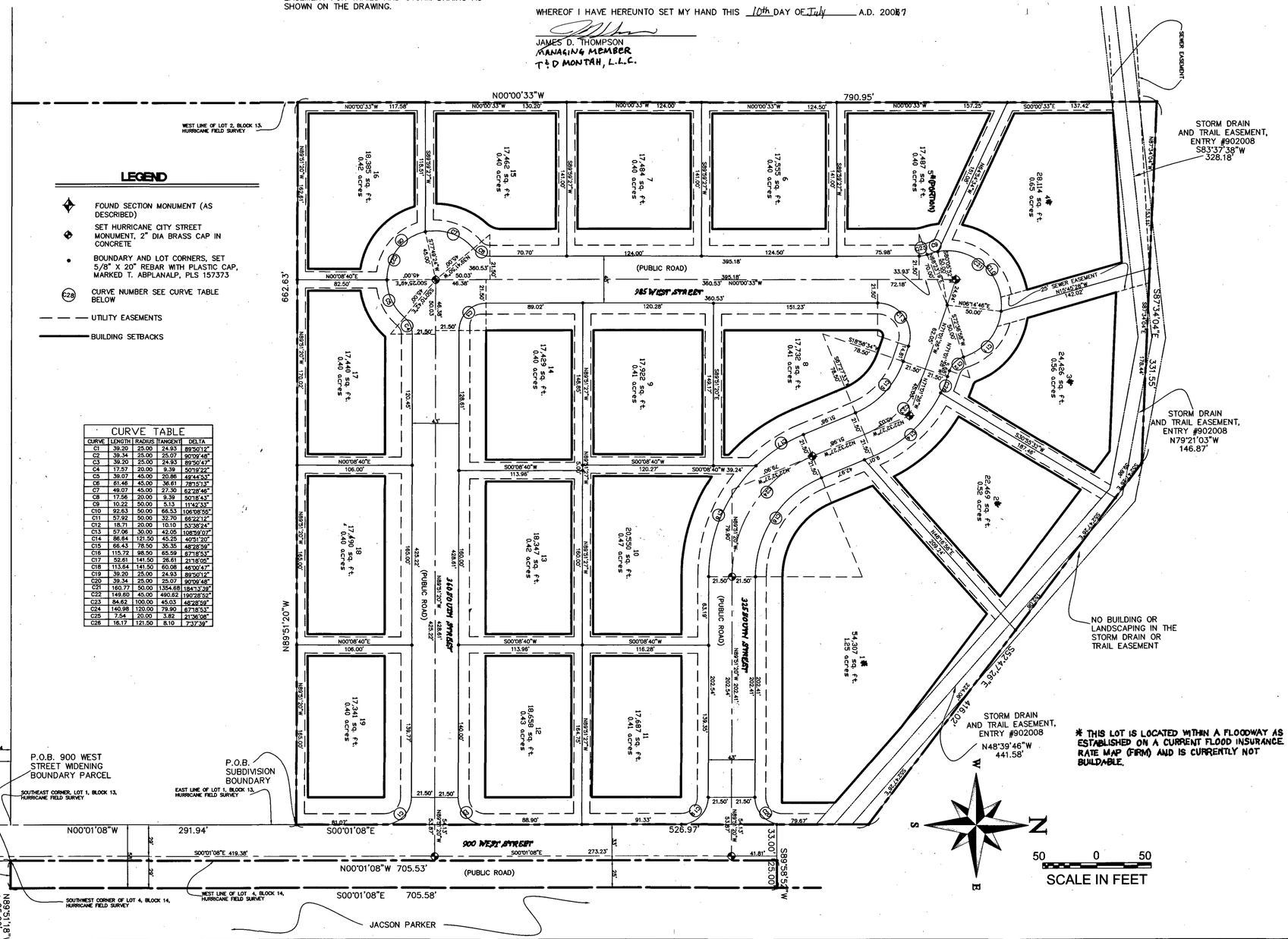
MY COMMISSION EXPIRES: 2-16-09

NOTARY PUBLIC
DEEONA L COX
147 N 870 W
Hurricane, UT 84737
MY COMM EXP. 02/16/09
STATE OF UTAH

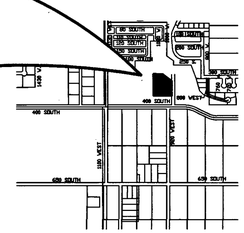
LEGEND

- FOUND SECTION MONUMENT (AS DESCRIBED)
- SET HURRICANE CITY STREET MONUMENT, 2" DIA BRASS CAP IN CONCRETE
- BOUNDARY AND LOT CORNERS, SET 5/8" X 20" REBAR WITH PLASTIC CAP, MARKED T. ABPLANALP, PLS 157373
- (28) CURVE NUMBER SEE CURVE TABLE BELOW
- UTILITY EASEMENTS
- BUILDING SETBACKS

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	39.20	25.00	24.93	89°50'12"
C2	39.34	25.00	25.07	90°09'48"
C3	39.20	25.00	24.93	89°50'47"
C4	17.57	20.00	9.39	50°19'22"
C5	39.07	45.00	20.86	49°44'53"
C6	61.46	45.00	36.61	78°15'12"
C7	48.07	45.00	27.30	62°28'46"
C8	17.56	20.00	9.39	50°18'43"
C9	10.22	50.00	5.13	11°42'33"
C10	92.63	50.00	66.53	106°08'55"
C11	57.92	50.00	32.70	66°22'12"
C12	18.71	20.00	10.10	53°36'24"
C13	57.06	30.00	42.05	108°59'07"
C14	86.64	121.50	45.25	40°51'20"
C15	66.43	78.50	35.35	48°28'59"
C16	115.72	98.50	65.59	67°18'53"
C17	52.61	141.50	26.61	21°18'05"
C18	113.64	141.50	60.08	46°00'47"
C19	39.20	25.00	24.93	89°50'12"
C20	39.34	25.00	25.07	90°09'48"
C21	160.77	50.00	1354.68	184°13'39"
C22	149.60	45.00	490.62	190°28'52"
C23	84.62	100.00	45.03	48°28'59"
C24	140.98	120.00	79.90	67°18'53"
C25	7.54	20.00	3.82	21°36'08"
C26	16.17	121.50	8.10	7°37'39"



PROJECT LOCATION



FLOOD HAZARD NOTE:

THE LOTS IN THIS SUBDIVISION ARE LOCATED IN THE VICINITY OF GOULDS WASH AND MAY BE SUBJECT TO FLOODING

SEVILLE SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 34, T 41S, R13W, S.L.B. & M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

SEE DOC # 20200068668 FILE # 4492
REGARDING SEVILLE SUBDIVISION
AMENDING LOT 1

C:\Land Projects 3\Goulds Haven Final Plat\SEVILLE 11-13-06.dwg, 11/13/2006 2:18:34 PM

ASH CREEK SPECIAL SERVICES DICTRICT

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

Between lots 3 + 4 only on lot 4 - owners are not allowed to build anything - fences - sheds - like-this on this easement.

Nov. 22-06 DATE
Darwin Kall ACSSD SUPERINTENDENT

PLANNING COMMISSION APPROVAL

ON THIS 16th DAY OF November A.D. 2006, THE PLANNING COMMISSION OF THE CITY OF HURRICANE REVIEWED THE ABOVE "SEVILLE SUBDIVISION" AND FIND THAT IT COMPLIES WITH THE REQUIREMENTS OF HURRICANE CITY PLANNING ORDINANCES AND BY AUTHORIZATION OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF HURRICANE, UTAH.

Margaret Pamela Humphries
PLANNING COMMISSION CHAIRMAN

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

11/16/06 DATE
Brent E. Harden CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 18th DAY OF July A.D. 2006

CITY ATTORNEY

ACCEPTANCE

PRESENTED TO THE HURRICANE CITY COUNCIL THIS 16th DAY OF November A.D. 2006, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED ACCORDING TO ITS CONFORMING TO CITY ORDINANCES.

ATTEST: CITY RECORDER
CITY OF HURRICANE, UTAH

MAYOR
CITY OF HURRICANE, UTAH

RECORDED

STATE OF UTAH, COUNTY OF WASHINGTON
RECORDED AND FILED AT THE REQUEST OF:

DOC # 20070037266
Fee (Covering Thereof) Page 1 of 1
Russell Shirts Washington County Recorder
2007 Jan 31 01:01 PM
Fee $ 49.00
By SOUTHERN UTAH TITLE CO

DATE

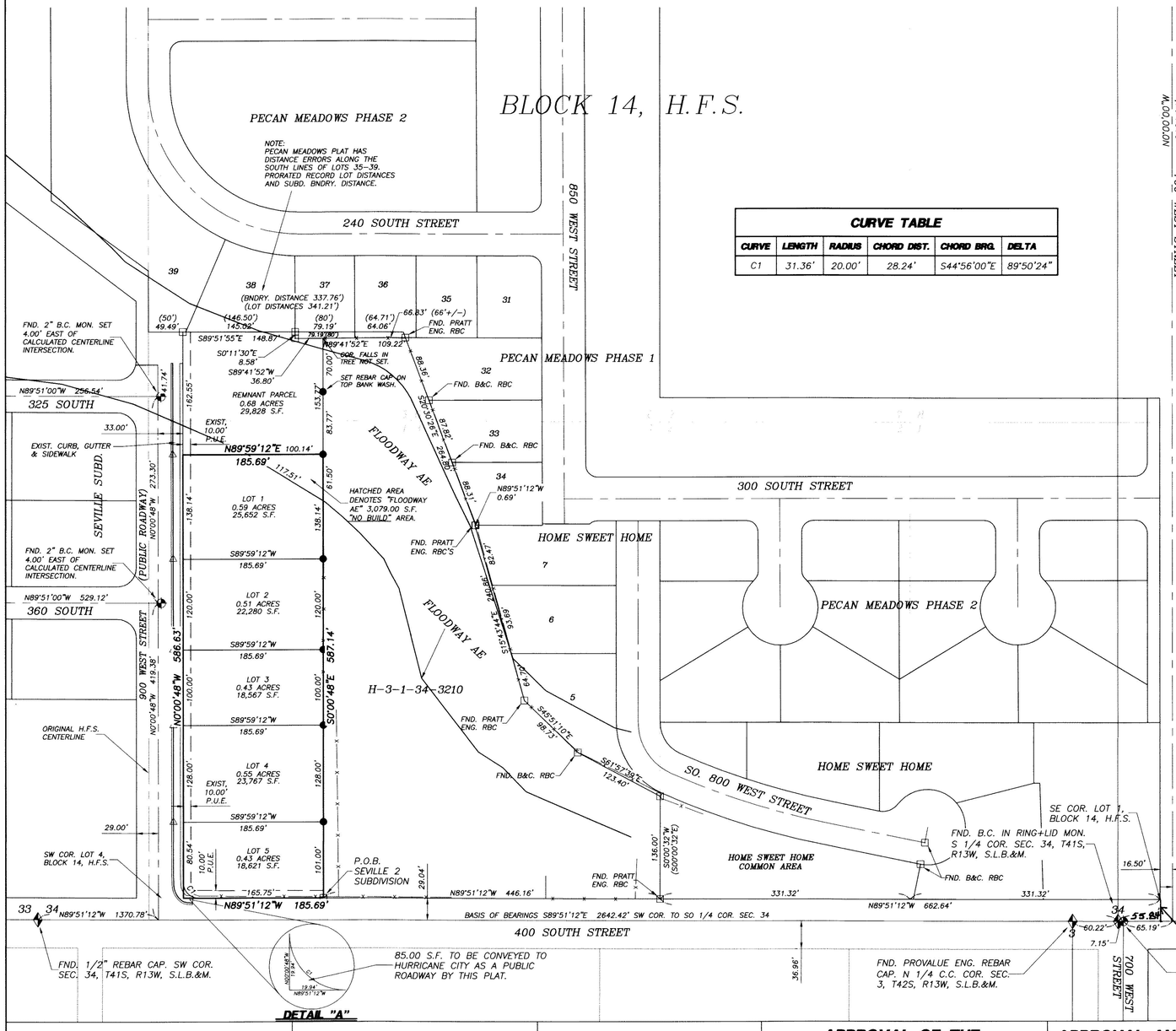
FEE $

COUNTY RECORDER

FILE NAME:	
SHEET NO.	1 OF 1
SCALE:	1"=50'
DRAWN BY:	SVT
CHECKED BY:	TWA

FINAL PLAT OF:
SEVILLE 2 SUBDIVISION

A PORTION OF LOTS 4, & 5, BLOCK 14, HURRICANE FIELD SURVEY. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T41S, R13W, S.L.B.&M. HURRICANE CITY, WASHINGTON COUNTY, UTAH



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	31.36'	20.00'	28.24'	S44°56'00"E	89°50'24"

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING FENCE
- SECTION LINE
- SECTION CORNER AS DESCRIBED
- SET PROVALUE ENGINEERING REBAR & CAP P.L.S. #4938769
- FOUND CENTERLINE MONUMENT AS DESCRIBED
- FOUND PROVALUE ENG. REBAR CAP MONUMENT OR AS DESCRIBED
- SET P.K. NAIL IN TBC ON PROPERTY LINE PROJECTION
- (00.00) RECORD BEARING OR DISTANCE

N
W E
S
80 0 80
SCALE IN FEET

SURVEYOR'S CERTIFICATE

I, STEVEN BRENT WOOLSEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 4938769, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS SEVILLE 2 SUBDIVISION, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND WILL BE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

STEVEN BRENT WOOLSEY, PLS #4938769

STEVEN BRENT WOOLSEY — LICENSED LAND SURVEYOR — No. 4938769

8-15-2016
DATE

NARRATIVE

THIS SUBDIVISION OF LAND WAS DONE AT THE REQUEST OF DANIEL BORCHARDT OF PARCEL H-3-1-34-3221.

THE BASIS OF BEARINGS IS S89°51'12"E 2642.42 FEET FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

REFERENCES: RECORD OF SURVEY FOR ARROW TO THE SUN LLC (PARCEL H-3-1-34-3210), BY PROVALUE ENG. FILE #6773-16. RECORD OF SURVEY/LOT SPLIT FOR ARROW TO THE SUN LLC (PARCEL H-3-1-34-3210), BY PROVALUE ENG. FILE #6785-16. FINAL PLAT OF SEVILLE SUBDIVISION. WARRANTY DEED TO HURRICANE CITY FOR 900 WEST STREET ENTRY #20070033795. DEED OF DEDICATION AND 10.00 FOOT WIDE PUBLIC UTILITIES EASEMENT TO HURRICANE CITY FOR 900 WEST STREET ENTRY #20160021517.

NOTE: SEE RECORD OF SURVEY/LOT SPLIT, FILE #6785-16 SURVEYOR'S NARRATIVE FOR COMPLETE EXPLANATION OF 900 WEST AND SEVILLE SUBDIVISION IMPROVEMENT ISSUES.

GENERAL NOTES:

1. A 10.00 FOOT WIDE PUBLIC UTILITIES EASEMENT EXISTS ALONG THE WEST PROPERTY LINE ADJACENT TO 900 WEST STREET PER DEED OF DEDICATION TO HURRICANE CITY, ENTRY #20160021517. A 10.00 FOOT WIDE PUBLIC UTILITIES EASEMENT ALONG THE SOUTH PROPERTY LINE ADJACENT TO 400 SOUTH STREET TO BE DEDICATED TO HURRICANE CITY BY THIS PLAT.

2. AN 85.00 SQUARE FOOT PARCEL OF LAND LOCATED AT THE SOUTHWEST CORNER OF THE PROPERTY BEING SUBDIVIDED TO BE CONVEYED TO HURRICANE CITY AS A PUBLIC ROADWAY BY THIS PLAT. (SEE DETAIL "A")

3. LOT 1 IS SUBJECT TO A FEMA FLOODWAY AE "NO BUILD" AREA, ACCORDING TO FEMA FIM MAP #49053C0845 G. SAID AREA IS 3,079.00 S.F., DIMENSIONED, AND SHOWN IN THE HATCHED AREA ON LOT 1.

4. LOTS 1,2,3, & 4 ARE LOCATED ALL OR PARTIALLY IN THE AE ZONE AND FLOOD PLAIN DEVELOPMENT REGULATIONS WILL APPLY.

SEVILLE 2 SUBDIVISION DESCRIPTION: H-3-1-34-3221

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 14, HURRICANE FIELD SURVEY. SAID POINT OF COMMENCEMENT BEING LOCATED S89°51'12"E, 55.84 FEET ALONG THE SECTION LINE AND N00°00'00"E, 29.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°51'12"W, ALONG THE SOUTH LINE OF SAID BLOCK 14, AND THE NORTH LINE OF 400 SOUTH STREET, 1,108.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°51'12"W ALONG SAID LINE, 185.69 FEET TO A POINT LOCATED ON THE EAST LINE OF 900 WEST STREET; THENCE DEPARTING SAID 400 SOUTH STREET AND RUNNING N00°00'48"W, ALONG SAID 900 WEST STREET, 586.63 FEET; THENCE DEPARTING SAID LINE AND RUNNING N89°59'12"E, 185.69 FEET; THENCE S00°00'48"E, 587.14 FEET TO THE POINT OF BEGINNING. CONTAINING 2.50 ACRES.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS SEVILLE 2 SUBDIVISION, AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. IN WITNESS WHEREOF, I HAVE SET MY HAND THIS THE 15 DAY OF August, 2016.

DANIEL BORCHARDT

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THIS THE 15 DAY OF August PERSONALLY APPEARED BEFORE THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF UTAH, SAID COUNTY OF WASHINGTON, DANIEL BORCHARDT, WHO BEING DULY SWORN DID SAY HE IS THE SIGNER OF THE OWNERS DEDICATION, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME.

RESIDING IN WASHINGTON COUNTY, UTAH

NOTARY PUBLIC FULL NAME: Wendy Barney
COMMISSION NUMBER: 661191
MY COMMISSION EXPIRES: 11/29/2016
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC WENDY BARNEY Commission No. 661191 Commission Expires NOVEMBER 29, 2016 STATE OF UTAH

ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE HURRICANE CITY, UTAH	TREASURER APPROVAL	RECORDED NUMBER
THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 16th DAY OF August, A.D. 2016	APPROVED AS TO FORM, THIS THE 7th DAY OF September, A.D. 2016.	ON THIS THE 11th DAY OF August A.D. 2016 THE PLANNING COMMISSION OF HURRICANE CITY, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY HURRICANE CITY, UT.	WE, THE MAYOR AND CITY COUNCIL OF HURRICANE CITY, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE 18th DAY OF August A.D. 2016, HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS THE 7 DAY OF SEPTEMBER A.D. 2016, THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES, DUE AND PENDING ON THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL.	DOC # 20160033101 Page 1 of 2 Map (Conveying Property) Russell Shirts Washington County Recorder 09/08/2016 08:27:27 PM Fee $ 35.00 By HURRICANE CITY
ENGINEER HURRICANE CITY, UTAH	CITY ATTORNEY HURRICANE CITY, UTAH	CHAIRMAN PLANNING COMMISSION HURRICANE CITY, UTAH	ATTEST: CITY RECORDER HURRICANE CITY, UTAH — MAYOR HURRICANE CITY, UTAH	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

STATE OF UTAH OFFICIAL SEAL — COUNTY OF WASHINGTON

NO	DESCRIPTION	DATE	BY
	REVISIONS		

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PROVALUE ENGINEERING, INC.
Engineers / Land Surveyors / Land Planners
1220 South 630 East, Suite 1
American Fork, Utah 84003
Phone: (435) 756-0078 Fax: (866) 435-3678
Phone: (435) 668-8307 Karl Rasmussen
Phone: (435) 559-2315 Steve Woolley

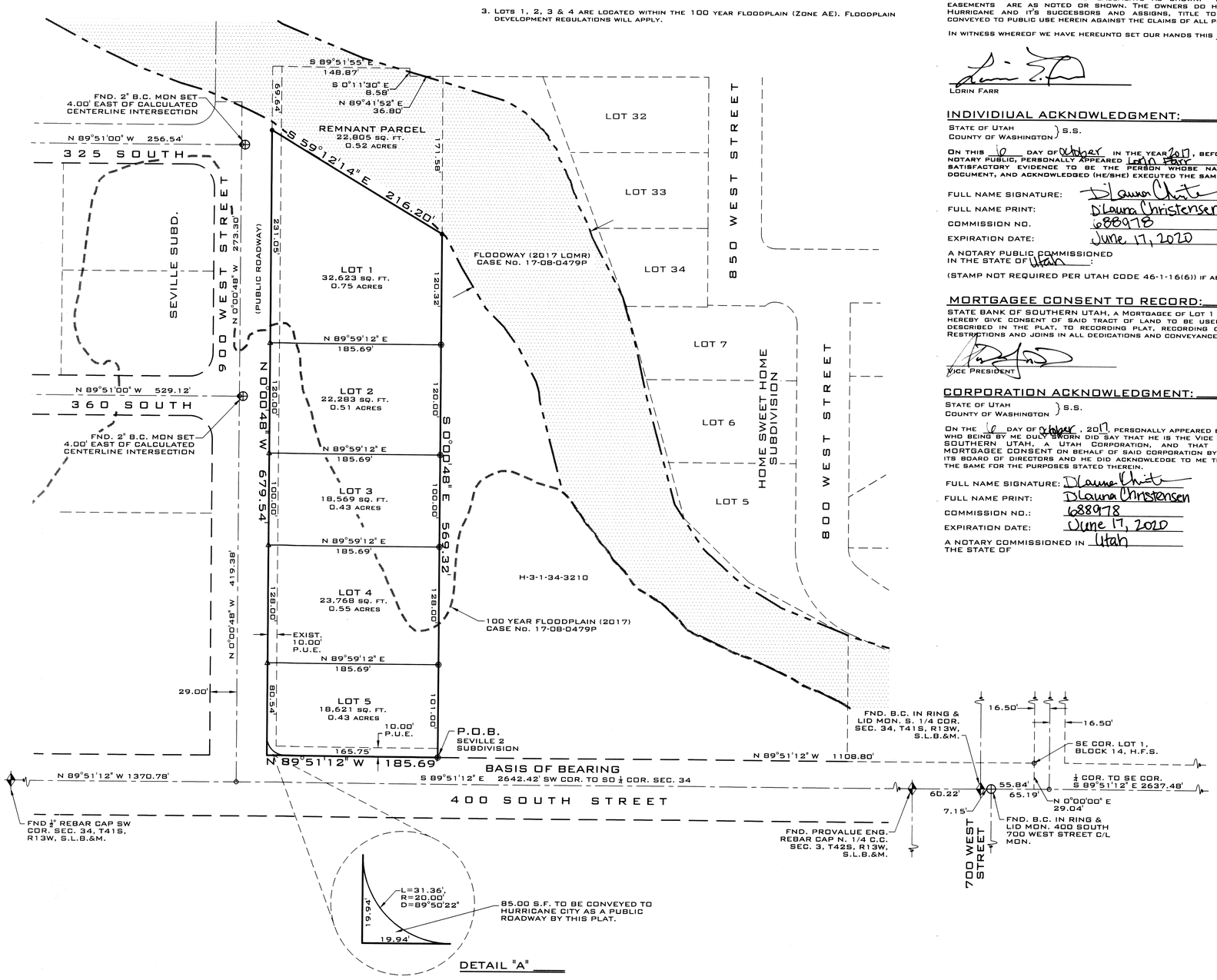
PROVALUE ENGINEERING

FINAL PLAT OF:
SEVILLE 2 SUBDIVISION
A PORTION OF LOTS 4, & 5, BLOCK 14, HURRICANE FIELD SURVEY
HURRICANE CITY, WASHINGTON COUNTY, UTAH
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T41S, R13W, S.L.B.&M.

DATE: 6-23-2016
SCALE: 1"=80'
JOB NO. 248-001
SHEET NO. 1 OF 1

GENERAL NOTES AND RESTRICTIONS:

1. A 10.00 FOOT WIDE PUBLIC UTILITIES EASEMENT EXISTS ALONG THE WEST PROPERTY LINE ADJACENT TO 900 WEST STREET PER DEED OF DEDICATION TO HURRICANE CITY, ENTRY NO. 20160021517. A 10.00 FOOT WIDE PUBLIC UTILITIES EASEMENT ALONG THE SOUTH PROPERTY LINE ADJACENT TO 400 SOUTH STREET TO BE DEDICATED TO HURRICANE CITY BY THIS PLAT.
2. AN 85.00 SQUARE FOOT PARCEL OF LAND LOCATED AT THE SOUTHWEST CORNER OF THE PROPERTY BEING SUBDIVIDED TO BE CONVEYED TO HURRICANE CITY AS A PUBLIC ROADWAY BY THIS PLAT. SEE DETAIL "A"
3. LOTS 1, 2, 3 & 4 ARE LOCATED WITHIN THE 100 YEAR FLOODPLAIN (ZONE AE). FLOODPLAIN DEVELOPMENT REGULATIONS WILL APPLY.



OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO A LOTS, PUBLIC STREETS, AND EASEMENTS TO BE HEREAFTER KNOWN AS:

SEVILLE 2 SUBDIVISION - AMENDED & EXTENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS AS SHOWN. ALL LOTS, PUBLIC STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF HURRICANE AND IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 6 DAY OF Oct., 2017.

LORIN FARR

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THIS 6 DAY OF October IN THE YEAR 2017, BEFORE ME Dlauna Christensen, A NOTARY PUBLIC, PERSONALLY APPEARED Lorin Farr PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED (HE/SHE) EXECUTED THE SAME.

FULL NAME SIGNATURE: Dlauna Christensen
FULL NAME PRINT: Dlauna Christensen
COMMISSION NO. 688978
EXPIRATION DATE: June 17, 2020

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF Utah:

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16(6)) IF ABOVE INFORMATION IS FILLED IN.

MORTGAGEE CONSENT TO RECORD:

STATE BANK OF SOUTHERN UTAH, A MORTGAGEE OF LOT 1 OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

VICE PRESIDENT

CORPORATION ACKNOWLEDGMENT:

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THE 6 DAY OF October, 2017, PERSONALLY APPEARED BEFORE ME Levi Judd WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE VICE PRESIDENT OF STATE BANK OF SOUTHERN UTAH, A UTAH CORPORATION, AND THAT HE EXECUTED THE FOREGOING MORTGAGEE CONSENT ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN.

FULL NAME SIGNATURE: Dlauna Christensen
FULL NAME PRINT: Dlauna Christensen
COMMISSION NO.: 688978
EXPIRATION DATE: June 17, 2020
A NOTARY COMMISSIONED IN THE STATE OF Utah

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, STREETS AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

SEVILLE 2 SUBDIVISION - AMENDED & EXTENDED

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

PROFESSIONAL LAND SURVEYOR — CERTIFICATE NO. 10/6/17 — 4938716 — BRANDON E. ANDERSON — STATE OF UTAH

10/6/2017
DATE:

BRANDON E. ANDERSON — CERTIFICATE NO. 4938716

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 14, HURRICANE FIELD SURVEY. SAID POINT OF COMMENCEMENT BEING LOCATED S 89°51'12" E, 55.84 FEET ALONG THE SECTION LINE AND N 00°00'00" E, 29.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N 89°51'12" W, ALONG THE SOUTH LINE OF SAID BLOCK 14, AND THE NORTH LINE OF 400 SOUTH STREET, 1,108.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°51'12" W ALONG SAID LINE, 185.69 FEET TO A POINT LOCATED ON THE EAST LINE OF 900 WEST STREET; THENCE DEPARTING SAID 400 SOUTH STREET AND RUNNING N 00°00'48" W, ALONG SAID 900 WEST STREET, 679.54 FEET; THENCE DEPARTING SAID LINE AND RUNNING S 59°12'14" E, 216.20 FEET; THENCE S 00°00'48" E, 569.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.66 ACRES.

LEGEND

- ✦ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- ○ NOTHING SET OR FOUND
- ⊕ FOUND CITY SURVEY MONUMENT - CLASS I AS PER ORIGINAL PLAT
- ● SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
- ◬ PK NAIL IN TBC ON PROPERTY LINE PROJECTION AS PER ORIGINAL PLAT
- ◉ PROVALUE ENG. REBAR & CAP AS PER ORIGINAL PLAT

AMENDMENT NOTE:

THE PURPOSES OF THIS AMENDMENT IS TO REVISE LOT 1 IN ACCORDANCE WITH THE FEMA LETTER OF MAP REVISION (LOMR), CASE NO. 17-08-0479P. THIS CHANGE REVISES THE OVERALL BOUNDARY AND THE NEW DESCRIPTION IS WRITTEN AS SHOWN. THE NEW FLOODWAY AND FLOODPLAIN LINES ARE ALSO DEPICTED. THIS PLAT IN NO WAY ALTERS ANY OTHER LOTS WITHIN THIS SUBDIVISION.

N

0 60 120
SCALE: 1"=60'

THE FINAL PLAT FOR SEVILLE 2 SUBDIVISION
* AMENDED & EXTENDED *

LOCATED IN SECTION 34, TOWNSHIP 41 SOUTH, RANGE 13 WEST SALT LAKE BASE AND MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAH.

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2,ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 - WWW.RACIVIL.COM

FPLAT-PH-2 AMD FILE NUMBER:	9/06/2017 DATE:	B.E.A. DRAWN:
10162-17-003 JOB NUMBER:	1" = 60' SCALE:	B.E.A. CHECKED:

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 6 DAY OF October, A.D. 2017

ENGINEER
HURRICANE CITY

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE 25 DAY OF October, A.D. 2017

CITY ATTORNEY
HURRICANE CITY

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE 27th DAY OF September A.D. 2017 THE PLANNING COMMISSION OF THE HURRICANE CITY, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE HURRICANE CITY, UT.

CHAIRMAN PLANNING COMMISSION
HURRICANE CITY

APPROVAL AND ACCEPTANCE BY THE HURRICANE CITY, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE HURRICANE CITY, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE 5th DAY OF October A.D. 2017 HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
HURRICANE CITY

MAYOR
HURRICANE CITY

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY, ON THIS 13th DAY OF OCTOBER A.D. 2017 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

DOC # 20170041509
Map (Conveying Property) Page 1 of 1
Russell Shirts Washington County Recorder
10/13/2017 02:14:17 PM Fee $ 30.00
By HURRICANE CITY

WASHINGTON COUNTY RECORDER

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **amended final plat for Pecan Valley Phase 3 located at 5200 W 2500 S**. Chris Wyler Applicant. Civil Science Agent

Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-AFP-04 App
2. 2022-AFP-04 Map
3. PECAN_VALLEY
4. 2022-AFP-04 Pecan Valley Phase 3

AMENDED FINAL PLAT APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $150

For Office Use Only:
File No. 2022-AFP-04
Receipt No. 8-156718

Name: Chris Wyler **Telephone:** 435-467-2216

Address: 444 E Tabernacle Bld B Ste 201, St George, UT 84770 **Fax No.** _____

Email: wyltile@gmail.com **Agent Email:** bwalker@civilscience.com

Agent (If Applicable): Civil Science **Telephone:** 435-668-4023

Address/Location of Subject Property: 5200 West 2500 South Pecan Valley

Tax ID of Subject Property: H-PEV-3 **Number of Lots:** NA (roadway amend)

Subdivision Name: Pecan Valley **Phase:** 3

Submittal Requirements: 1-large paper copy, 1-11 X 17, and 1 disk in 2004 or newer Auto-Cad format

1. The final plat shall show:

✓ a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.

✓ b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.

✓ c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.

✓ d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.

✓ e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.

✓ f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.

✓ g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County or other official monuments.

✓ h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).

✓ i. Street monuments shall be installed by the subdivider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the subdivider's plat by the appropriate symbols.

✓ j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.

✓ k. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.

2. Required Forms & Certificates: In addition the final plat shall contain the standard forms for the following:

✓ a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. **Plat must signed and stamped by the licensed surveyor prior to final plat submittal.**

✓ b. The owner's certificate of dedication of all streets, roads, rights-of-way or other parcels intended for the use and benefit of the general public.

✓ c. Mortgagee or other lien holder's Consent to Record, if applicable.

✓ d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.

✓ e. Certificate of approval of Ash Creek Special Service District.

✓ f. Certificate of approval of the City Engineer.

✓ g. Certificate of approval of the City Council, as evidenced by the signature of the Mayor

✓ h. Certificate of approval as to form executed by the City Attorney.

✓ i. A one and one-half inch by five inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. **Other Information Required**: The following information or documentation shall be submitted:

✓ a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full

✓ b. An original copy for Staff review of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the County Recorder along with the final plat.

____ c. Title report for the property being subdivided.

____ d. A disk of the final plat prepared in 'Auto-Cad 2004' (or newer format)

Application Process: The following steps occur:

- A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department along with the paper copy of the amended plat.

- A paper copy of the amended plat is submitted to the City Engineer for review. The City Engineer will red line the plat and email the subdivision engineer of required changes that need to be made. If a plat is still not ready for the City Engineers signature after the second submittal, an additional fee must be paid before the Engineer performs another review. An approved mylar of the final plat must

be signed by the City Engineer before the City Council meeting at which the amendment is to be submitted

- A plat amendment without the notarized signatures of all the owners of record on the mylar or on consent to record forms will require a public hearing. The applicant will be required to pay all notification and/or publication costs for notice of the hearing.

Requirements for recordation:

1. Amended plat approval by the City Council

4. Two disks of the final plat provided in 'Auto Cad 2004' format – one for the City, and one for the County Recorder.

5. Review of the title report by the City Attorney.

7. All signatures must be on the mylar, including property owners of record according to the title report, City officials and Ash Creek Special Service District Superintendent. The City Attorney is the last signer of the mylar just prior to recordation.

8. Someone from the City Attorney's office will accompany the developer's representative to the County Recorder's office for recordation. The developer pays recording fees.

A development with CC&R's should submit a copy of the CC&R's to the Planning Staff and one to the City Attorney for review at the time the plat amendment is submitted.

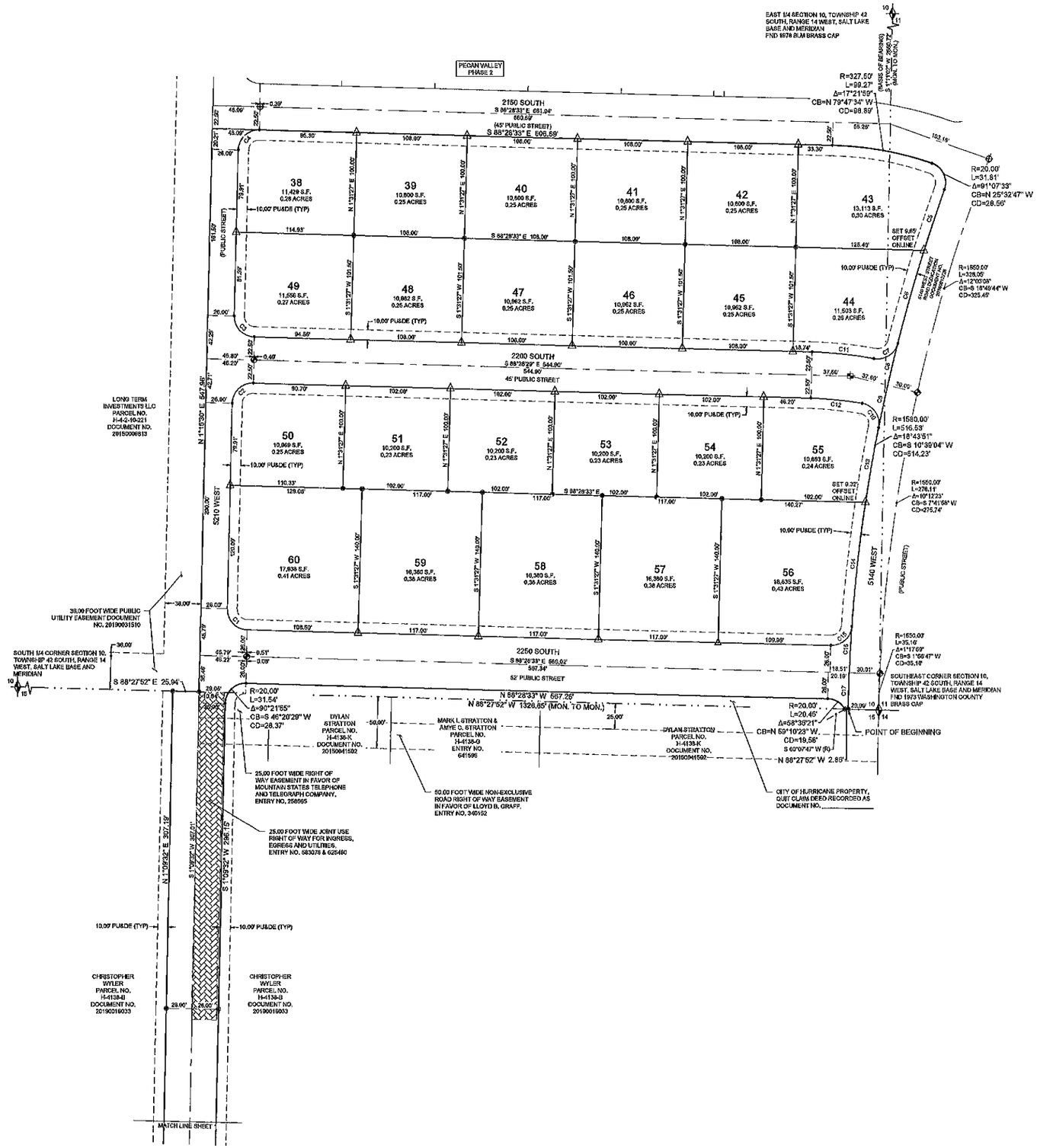
Note: An amended plat that includes the abandonment of a dedicated road or for a subdivision that is not fully improved requires a different application and procedure

****

(Office Use Only)

Date Received: _____ Application Complete: ☐ YES ☐ NO

Date application deemed to be complete:_____ Completion determination made by:_____



DRAFT COPY FOR REVIEW ONLY

PROFESSIONAL LAND SURVEYOR
5160170
TRAVIS W. SANDERS
STATE OF UTAH

CURVE TABLE					
CURVE TABLE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	31.32	20.00	89°4704"	S 43°36'31" E	28.22'
C2	31.51	20.00	90°1956"	S 46°23'26" W	28.35'
C3	31.32	20.00	89°4704"	S 43°36'31" E	28.22'
C4	31.51	20.00	90°1956"	S 46°23'26" W	28.35'
C5	62.49	1560.00	2°1556"	S 16°53'01" W	62.49'
C6	94.14	1560.00	3°2449"	S 16°00'37" W	94.12'
C7	30.20	20.00	86°3026"	N 57°35'29" E	27.41'
C8	41.79	1560.00	1°3056"	S 13°34'45" W	41.79'
C9	42.22	1560.00	1°3152"	S 12°03'21" W	42.22'
C10	31.76	20.00	90°5729"	N 54°12'20" W	28.53'
C11	60.59	372.50	9°1911"	N 83°45'58" W	60.52'
C12	50.16	327.50	8°4625"	N 84°05'19" W	50.11'
C13	73.61	1560.00	2°4036"	S 9°57'07" W	73.61'
C14	121.41	1560.00	4°2410"	S 8°24'44" W	121.36'
C15	30.48	20.00	87°1847"	N 47°52'03" E	27.61'
C16	45.09	1560.00	1°3856"	S 3°23'35" W	45.09'
C17	35.55	1560.00	1°1725"	S 1°55'51" W	35.55'

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS I, RING & LID SET TO CITY STANDARD).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED CIVIL SCIENCE SURVEYORS, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET, OR NAIL & WASHER SET AT 5.25' ALONG PROJECTION OF LOT LINE.
- HORIZONTAL GEOMETRY POINT, NOTHING SET.

BOUNDARY LINE
LOT LINE
EXISTING RIGHT OF WAY LINE
EXISTING LOT LINE
EASEMENT LINE (SEE NOTES)
CENTERLINE
SECTION LINE
PUBLIC TRAIL / RIGHT OF WAY

0 50
25 100
SCALE: 1" = 50'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

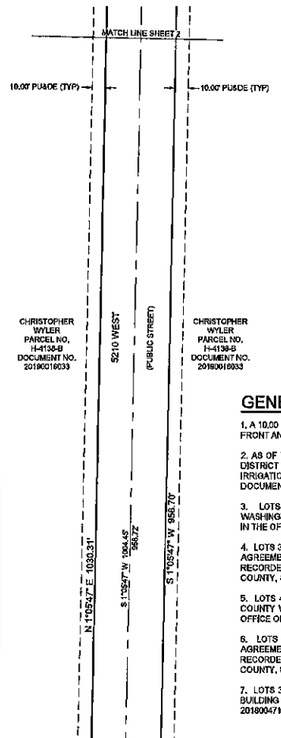
PECAN VALLEY PHASE 3 AMENDED

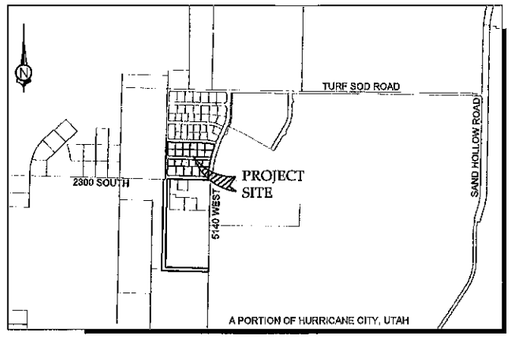
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PECAN VALLEY PHASE 3 AMENDED
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: FF20177
DRAWN BY: PJW
DATE: 3-10-2022
CHECKED BY: TWS
SCALE OF SHEET HOR SCALE: 1" = 50'
SHEET 2 OF 2





VICINITY MAP
(N.T.S.)

GENERAL NOTES

1. A 10.00 FOOT WIDE PUBLIC UTILITIES, MAILBOX, SIDEWALKS, AND DRAINAGE EASEMENT EXISTS ALONG ALL FRONT AND STREETSIDE LOT LINES, UNLESS OTHERWISE NOTED ON THIS PLAT.

2. AS OF THE RECORDING DATE ON THIS PLAT THERE EXIST WASHINGTON COUNTY WATER CONSERVANCY DISTRICT EASEMENTS AS RECORDED IN DOCUMENTS 20160012316 AND 20180000055, THAT OUTLINE IRRIGATION USE AND COLLECTION. OWNERS AND DEVELOPERS SHOULD BECOME FAMILIAR WITH SAID DOCUMENTS.

3. LOTS 38-41, 46-53 AND 58-60 ARE AFFECTED BY WATER CONSERVANCY EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT RECORDED APRIL 8, 2016 AS ENTRY NO. 20160012316, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

4. LOTS 38-41, 46-53 AND 58-60 ARE AFFECTED BY THE TERMS, CONDITIONS AND EFFECTS OF THAT CERTAIN AGREEMENT BY AND BETWEEN ASH CREEK SPECIAL SERVICE DISTRICT AND CHRISTOPHER WYLER, RECORDED JULY 5, 2016 AS ENTRY NO. 20160023605, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

5. LOTS 41-49 AND 53-57 ARE AFFECTED BY WATER CONSERVANCY EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT RECORDED JANUARY 2, 2018 AS ENTRY NO. 20180000055, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

6. LOTS 41-49 AND 53-57 ARE AFFECTED BY THE TERMS, CONDITIONS AND EFFECTS OF THAT CERTAIN AGREEMENT BY AND BETWEEN ASH CREEK SPECIAL SERVICE DISTRICT AND CHRISTOPHER WYLER, RECORDED OCTOBER 2, 2018 AS ENTRY NO. 20180039962, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

7. LOTS 35-60 ARE AFFECTED BY TERMS AND CONDITIONS OF THAT CERTAIN NOTICE OF RESTRICTION FOR BUILDING ANY STRUCTURE IN A UTILITY EASEMENT, RECORDED NOVEMBER 28, 2018 AS ENTRY NO. 20180047130.

AMENDMENT NOTE

THE ALIGNMENT OF 5210 WEST STREET SOUTH OF 2250 SOUTH STREET HAS BEEN ADJUSTED TO BEST FIT FUTURE PHASES, NO OTHER CHANGES WERE MADE OR INTENDED WITH THIS AMENDMENT.

SURVEYOR'S CERTIFICATE

I, TRAVIS SANDERS, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 9481170, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 58 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, PUBLIC STREETS AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

PECAN VALLEY PHASE 3 AMENDED

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE

TRAVIS W. SANDERS, PLS

DRAFT COPY FOR REVIEW ONLY

PROFESSIONAL LAND SURVEYOR — 9481170 — TRAVIS W. SANDERS — STATE OF UTAH

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 88°27'52" W 29.99 FEET ALONG THE SOUTH LINE OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 14 WEST,SALT LAKE BASE AND MERIDIAN, FROM THE SOUTHEAST CORNER OF SAID SECTION 10, AND RUNNING THENCE N 88°27'52" W 2.86 FEET CONTINUING ALONG SAID SOUTH LINE, TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 60°07'47" W; THENCE ALONG THE ARC OF SAID CURVE 20.49 FEET THROUGH A CENTRAL ANGLE OF 58°39'21"; THENCE N 88°28'33" W 567.26 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.54 FEET THROUGH A CENTRAL ANGLE OF 90°21'55"; THENCE S 1°09'32" W 295.15 FEET; THENCE S 1°05'47" W 959.70 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.30 FEET THROUGH A CENTRAL ANGLE OF 89°39'53"; THENCE S 88°34'06" E 617.06 FEET, TO A POINT ON THE EAST LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 1°07'30" W 52.00 FEET ALONG SAID LINE; THENCE N 88°34'06" W 688.92 FEET; THENCE N 1°05'47" E 1030.31 FEET; THENCE N 1°09'32" E 307.19 FEET, TO A POINT ON THE SAID SOUTH LINE OF SAID SECTION 10; THENCE S 88°27'52" E 25.84 FEET ALONG SAID LINE, TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20180009813, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 1°16'30" E 647.96 FEET, TO THE SOUTHWEST CORNER OF PECAN VALLEY PHASE 2, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID SOUTH BOUNDARY THE FOLLOWING THREE (3) COURSES, (1) S 88°26'33" E 606.69 FEET, TO THE POINT OF CURVATURE OF A 327.50 FOOT RADIUS CURVE TO THE RIGHT, (2) THENCE ALONG THE ARC OF SAID CURVE 99.27 FEET THROUGH A CENTRAL ANGLE OF 17°21'59", TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, (3) THENCE ALONG THE ARC OF SAID CURVE 31.81 FEET THROUGH A CENTRAL ANGLE OF 91°07'33", TO A POINT ON A 1560.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, POINT ALSO BEING ON THE WEST RIGHT OF WAY OF 5140 WEST STREET AS DESCRIBED ON ROAD DEDICATION AS RECORDED IN DOCUMENT NO. 20160012726 IN SAID OFFICE OF THE RECORDER; THENCE ALONG SAID RIGHT OF WAY AND ARC OF SAID CURVE 816.63 FEET THROUGH A CENTRAL ANGLE OF 18°43'51", TO THE POINT OF BEGINNING.

CONTAINING 460,951 SQ FT OR 10.58 ACRES MORE OR LESS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS AND EASEMENTS TO HEREAFTER BE KNOWN AS:

PECAN VALLEY PHASE 3 AMENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF HURRICANE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, _____ RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS ____ DAY OF _____, 20__. SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

PECAN VALLEY HOLDINGS, LLC
(LIMITED LIABILITY COMPANY)

MANAGING MEMBER: CHRISTOPHER WYLER

CITY OF HURRICANE
(MUNICIPAL CORPORATION)

MAYOR: NANETTE BILLINGS

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ }S.S.
COUNTY OF _____ }

ON THE ___ DAY OF _____ 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGERMEMBER OF PECAN VALLEY HOLDINGS, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF PECAN VALLEY HOLDINGS, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

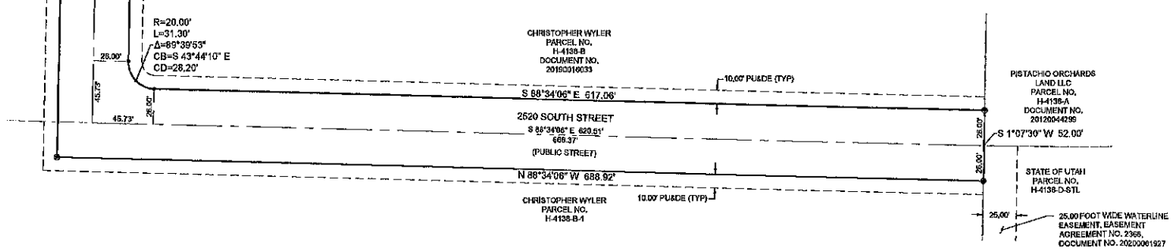
NOTARY PUBLIC — COMMISSION NUMBER: _____
NOTARY PUBLIC FULL NAME: _____ — MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____ 20___ PERSONALLY APPEARED BEFORE ME, CITY OF HURRICANE, A MUNICIPAL CORPORATION, WHO BEING BY ME DULY SWORN DID SAY THAT SHE IS THE MAYOR OF THE CITY OF HURRICANE, A MUNICIPAL CORPORATION, AND THAT SHE EXECUTED THE FOREGOING DOCUMENT ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SHE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN.

NOTARY PUBLIC — COMMISSION NUMBER: _____
NOTARY PUBLIC FULL NAME: _____ — MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)



PECAN VALLEY PHASE 3 AMENDED

LOCATED IN

SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN

WASHINGTON COUNTY - HURRICANE, UTAH

APPROVAL ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY THE CITY OF HURRICANE, UTAH	TREASURER APPROVAL	RECORDED No.
I, HEREBY CERTIFY THAT THIS OFFICE HAS REVIEWED THE ABOVE FINAL PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ___ DAY OF _____, A.D. 20___.	THE HEREON FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, A.D. 20___	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20___	WE, THE CITY OF HURRICANE, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO, THIS ____ DAY OF _____, 20___.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 20___ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS FINAL PLAT HAVE BEEN PAID IN FULL.	
SUPERINTENDENT, SSD	ENGINEER, CITY OF HURRICANE	CITY ATTORNEY, CITY OF HURRICANE	ATTEST: CITY RECORDER HURRICANE UTAH — JOHN W. BRAMALL MAYOR HURRICANE, UTAH	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100
CivilScience

PECAN VALLEY PHASE 3 AMENDED
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: FF20177
DRAWN BY: PJW
DATE: 3-10-2022
CHECKED BY: TWS
SCALE OF SHEET
HOR.SCALE: 1" = 60'

SHEET 1 OF 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Washington } S.S.

ON THE 23 DAY OF September 2019 PERSONALLY APPEARED BEFORE ME, CHRISTOPHER WYLER, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING OWNERS' DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: Brandi Walker
COMMISSION NUMBER: 699696
MY COMMISSION EXPIRES: 3/26/2022
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, Academy Mortgage Corp. A MORTGAGEE FOR CHRISTOPHER WYLER, DOES HEREBY GIVE CONSENT TO THE RECORDATION OF THE HEREON ENTITLED PROJECT FOR SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

REPRESENTATIVE: Ellen Briggs

MORTGAGEE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Washington } S.S.

ON THE 24 DAY OF September 2019 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, Ellen Briggs, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME THAT SHE SIGNED THE CONSENT OF MORTGAGEE TO RECORD FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: Amy DeVore
COMMISSION NUMBER: 704949
MY COMMISSION EXPIRES: 3/4/2023
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Washington } S.S.

ON THE 25 DAY OF September 2019 PERSONALLY APPEARED BEFORE ME, GUY L. BARLOW, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING OWNERS' DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: Julia Gee
COMMISSION NUMBER: 706861
MY COMMISSION EXPIRES: 6/18/2023
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Washington } S.S.

ON THE 25 DAY OF September 2019 PERSONALLY APPEARED BEFORE ME, MICKALA J BARLOW, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING OWNERS' DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: Julia Gee
COMMISSION NUMBER: ~~6/18/2023~~ 706861
MY COMMISSION EXPIRES: 6/18/2023
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, People's Town & Country Bank A MORTGAGEE FOR GUY L. BARLOW AND MICKALA J. BARLOW, DOES HEREBY GIVE CONSENT TO THE RECORDATION OF THE HEREON ENTITLED PROJECT FOR SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

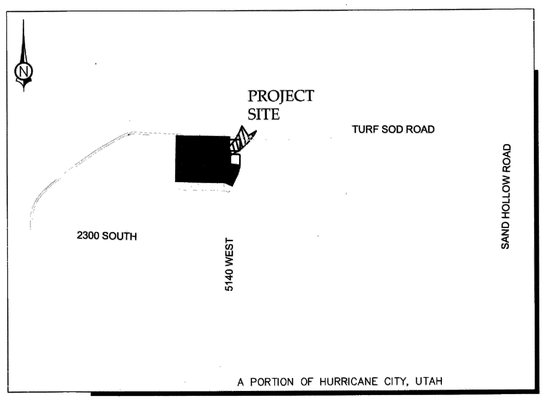
REPRESENTATIVE: H. Bradley Stucki

MORTGAGEE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE 23 DAY OF September 2019 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, H. Bradley Stucki, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME THAT HE SIGNED THE CONSENT OF MORTGAGEE TO RECORD FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: MICHAEL DARBY
COMMISSION NUMBER: 687551
MY COMMISSION EXPIRES: 3-5-2020
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)



VICINITY MAP
(N.T.S.)

SURVEYOR'S CERTIFICATE

I, TRAVIS SANDERS, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 9481170, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 58 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, PUBLIC STREETS, TRAILS AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

PECAN VALLEY PHASE 1

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: SEPTEMBER 19, 2019

TRAVIS W. SANDERS, PLS

PROFESSIONAL LAND SURVEYOR — NO. 9481170 — TRAVIS W. SANDERS — 9.19.19 — STATE OF UTAH

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S 1°11'02" W 1365.20 FEET ALONG THE EAST LINE OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE EAST 1/4 CORNER OF SAID SECTION. SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY OF TURF SOD ROAD, AS SHOWN ON DOCUMENT NO. 20160012726, RECORDED AND ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE S 89°18'23" E 197.78 FEET ALONG THE SAID RIGHT OF WAY, TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE ALSO BEING ON THE WESTERLY RIGHT OF WAY OF 5140 WEST AS SHOWN ON SAID DOCUMENT, AND CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES, (1) THENCE ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'12", (2) THENCE S 0°41'49" W 117.36 FEET, TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF BERNIE LANE AS SHOWN ON SAID DOCUMENT, AND CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES; (1) THENCE ALONG THE ARC OF SAID CURVE 31.68 FEET THROUGH A CENTRAL ANGLE OF 90°45'00", (2) THENCE N 88°33'11" W 129.95 FEET, (3) THENCE S 1°26'49" W 45.00 FEET, (4) THENCE S 88°33'11" E 131.06 FEET, TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, (5) THENCE ALONG THE ARC OF SAID CURVE 31.15 FEET THROUGH A CENTRAL ANGLE OF 89°15'00", TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID 5140 WEST STREET, AND CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES; (1) THENCE S 0°41'49" W 99.83 FEET, TO THE BEGINNING OF A 345.00 FOOT RADIUS CURVE TO THE RIGHT, (2) THENCE ALONG THE ARC OF SAID CURVE 145.46 FEET THROUGH A CENTRAL ANGLE OF 24°09'27", (3) THENCE S 24°51'18" W 188.38 FEET; THENCE N 65°08'42" W 104.02 FEET; THENCE N 88°26'33" W 556.89 FEET; THENCE N 1°26'49" E 110.00 FEET; THENCE N 88°28'33" W 126.48 FEET, TO A POINT ON THE EAST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20150009813, RECORDED AND ON FILE AT SAID OFFICE OF THE RECORDER; THENCE N 1°15'30" E 481.52 FEET, TO A POINT ON THE SAID SOUTH RIGHT OF WAY OF TURF SOD ROAD AS SHOWN ON SAID DOCUMENT; THENCE S 88°33'11" E 661.63 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 494,907 SQ FT OR 11.36 ACRES MORE OR LESS

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, TRAILS AND EASEMENTS TO HEREAFTER BE KNOWN AS:

PECAN VALLEY PHASE 1

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, TRAILS AND EASEMENTS. ALL LOTS, STREETS, TRAILS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF HURRICANE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS ___ DAY OF _____ 20__, SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

CHRISTOPHER WYLER
(AN INDIVIDUAL)

CHRISTOPHER WYLER

GUY L. BARLOW AND MICKALA J BARLOW
(HUSBAND AND WIFE AS JOINT TENANTS)

GUY L. BARLOW

MICKALA J BARLOW

GENERAL NOTES

1. A 10.00 FOOT WIDE PUBLIC UTILITIES, MAILBOX, SIDEWALKS, AND DRAINAGE EASEMENT EXISTS ALONG ALL FRONT AND STREETSIDE LOT LINES, UNLESS OTHERWISE NOTED ON THIS PLAT.

2. AS OF THE RECORDING DATE ON THIS PLAT THERE EXIST WASHINGTON COUNTY WATER CONSERVANCY DISTRICT EASEMENTS AS RECORDED IN DOCUMENTS 20160012316 AND 20180000055, THAT OUTLINE IRRIGATION USE AND COLLECTION. OWNERS AND DEVELOPERS SHOULD BECOME FAMILIAR WITH SAID DOCUMENTS.

PECAN VALLEY PHASE 1

LOCATED IN

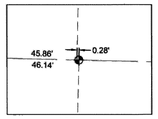
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

APPROVAL ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY THE CITY OF HURRICANE, UTAH	TREASURER APPROVAL	RECORDED No.
I, HEREBY CERTIFY THAT THIS OFFICE HAS REVIEWED THE ABOVE FINAL PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS 7 DAY OF Nov A.D. 20 19.	THE HEREON FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 1st DAY OF October A.D. 2019	APPROVED AS TO FORM, THIS THE 2nd DAY OF October, A.D. 2019	WE, THE CITY OF HURRICANE, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO, THIS 7th DAY OF Oct 2019	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS 13th DAY OF November A.D. 2019 THAT ALL TAXES, SPECIAL ASSESSMENTS, INTEREST, AND OWING ON THIS FINAL PLAT HAVE BEEN PAID IN FULL.	DOC # 20190047318 Map (Conveying Property) Page 1 of 3 Russell Shirts Washington County Recorder 11/13/2019 04:13:53 PM Fee $ 108.00 By: D T TITLE
SUPERINTENDENT, SSD	ENGINEER, CITY OF HURRICANE	CITY ATTORNEY, CITY OF HURRICANE	ATTEST: CITY RECORDER HURRICANE UTAH / JOHN W. BRAMALL MAYOR HURRICANE, UTAH	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

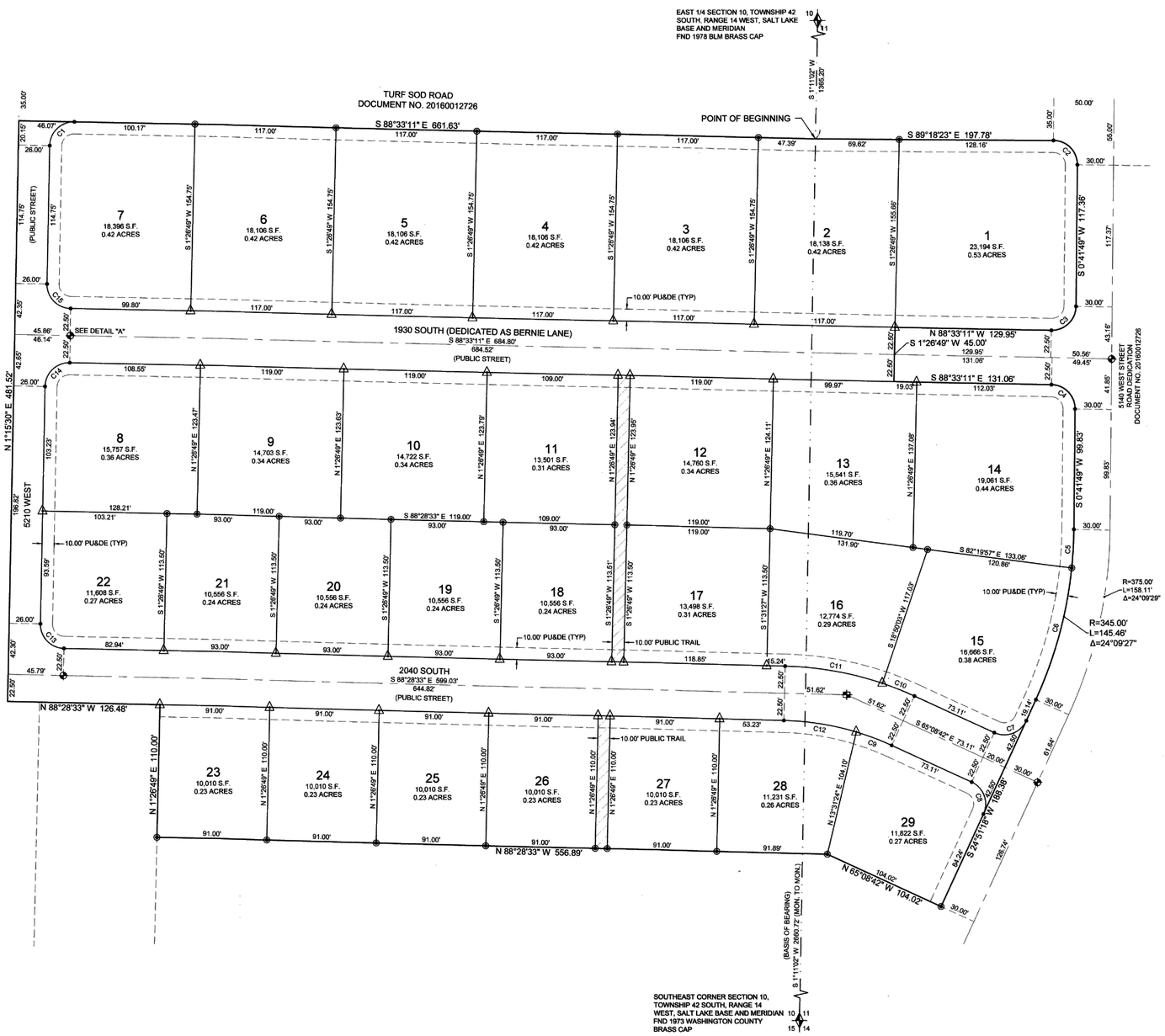
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100
CivilScience

PECAN VALLEY PHASE 1
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: FF19129 FP1
DRAWN BY: PJW
DATE: 8-6-2019
CHECKED BY: TWS
SCALE OF SHEET HOR SCALE: 1" = 50'
SHEET 1 OF 2



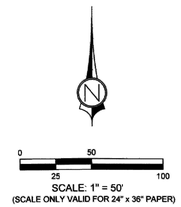
DETAIL "A"
1" = 10'



CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.48'	90°11'18"	S 46°21'09" W	28.33'
C2	20.00'	31.42'	90°00'12"	N 44°18'17" W	28.29'
C3	20.00'	31.68'	90°45'00"	N 46°04'19" E	28.47'
C4	20.00'	31.15'	89°15'00"	N 43°55'41" W	28.10'
C5	328.13'	31.97'	5°34'56"	N 3°21'05" E	31.96'
C6	345.00'	113.49'	18°50'54"	N 15°25'48" E	112.98'
C7	20.00'	31.42'	90°00'00"	N 69°51'18" E	28.28'
C8	20.00'	31.42'	90°00'00"	N 20°08'42" W	28.28'
C9	227.50'	31.46'	7°55'22"	N 69°06'23" W	31.43'
C10	272.50'	28.64'	6°01'15"	N 68°09'20" W	28.62'
C11	272.50'	82.33'	17°18'36"	N 79°49'15" W	82.01'
C12	227.50'	61.18'	15°24'29"	N 80°46'19" W	61.00'
C13	20.00'	31.32'	89°44'04"	S 43°36'31" E	28.22'
C14	20.00'	31.48'	90°11'18"	S 46°21'09" W	28.33'
C15	20.00'	31.35'	89°48'42"	S 43°38'51" E	28.24'

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING & LID SET TO CITY STANDARD).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED CIVIL SCIENCE SURVEYORS, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET, OR NAIL & WASHER SET AT 5.25' ALONG PROJECTION OF LOT LINE.
- HORIZONTAL GEOMETRY POINT. NOTHING SET.
- EASEMENT LINE (SEE NOTES)
- PUBLIC TRAIL / RIGHT OF WAY



SCALE: 1" = 50'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

PECAN VALLEY PHASE 1

LOCATED IN

SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PECAN VALLEY PHASE 1
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #:	FF19129 FP1
DRAWN BY:	PJW
DATE:	8-6-2019
CHECKED BY:	TWS
SCALE OF SHEET HOR SCALE:	1" = 50'
SHEET	2 OF 2

MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, Rock Canyon Bank, A MORTGAGEE FOR CHRISTOPHER WYLER, DOES HEREBY GIVE CONSENT TO THE RECORDATION OF THE HEREON ENTITLED PROJECT FOR SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

REPRESENTATIVE: Monty Bundy

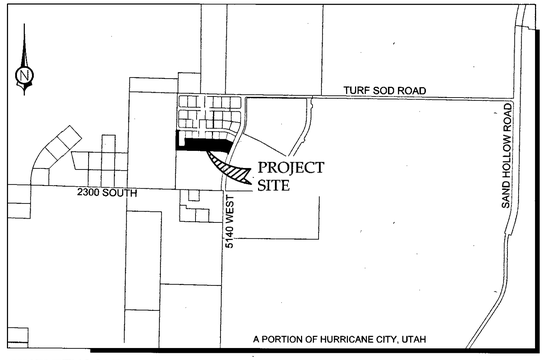
MORTGAGEE ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Washington } S.S.

ON THE 12 DAY OF November 2020 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, Monty Bundy, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME THAT he SIGNED THE CONSENT OF MORTGAGEE TO RECORD FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: Tashina Foki
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

COMMISSION NUMBER: 709012
MY COMMISSION EXPIRES: 10·30·2023



VICINITY MAP
(N.T.S.)

GENERAL NOTES

1. A 10.00 FOOT WIDE PUBLIC UTILITIES, MAILBOX, SIDEWALKS, AND DRAINAGE EASEMENT EXISTS ALONG ALL FRONT AND STREETSIDE LOT LINES, UNLESS OTHERWISE NOTED ON THIS PLAT.

2. AS OF THE RECORDING DATE ON THIS PLAT THERE EXIST WASHINGTON COUNTY WATER CONSERVANCY DISTRICT EASEMENTS AS RECORDED IN DOCUMENTS 20160012316 AND 20180000055, THAT OUTLINE IRRIGATION USE AND COLLECTION. OWNERS AND DEVELOPERS SHOULD BECOME FAMILIAR WITH SAID DOCUMENTS.

3. LOTS 34-36 ARE AFFECTED BY WATER CONSERVANCY EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT RECORDED APRIL 8, 2016 AS ENTRY NO. 20160012316, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

4. LOTS 34-36 ARE AFFECTED BY THE TERMS, CONDITIONS AND EFFECTS OF THAT CERTAIN AGREEMENT BY AND BETWEEN ASH CREEK SPECIAL SERVICE DISTRICT AND CHRISTOPHER WYLER, RECORDED JULY 5, 2016 AS ENTRY NO. 20160023805, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

5. LOTS 31-34 ARE AFFECTED BY WATER CONSERVANCY EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT RECORDED JANUARY 2, 2018 AS ENTRY NO. 20180000055, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

6. LOTS 31-34 ARE AFFECTED BY THE TERMS, CONDITIONS AND EFFECTS OF THAT CERTAIN AGREEMENT BY AND BETWEEN ASH CREEK SPECIAL SERVICE DISTRICT AND CHRISTOPHER WYLER, RECORDED OCTOBER 2, 2018 AS ENTRY NO. 20180039962, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

7. LOTS 31-36 ARE AFFECTED BY TERMS AND CONDITIONS OF THAT CERTAIN NOTICE OF RESTRICTION FOR BUILDING ANY STRUCTURE IN A UTILITY EASEMENT, RECORDED NOVEMBER 28, 2018 AS ENTRY NO. 20180047130.

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARINGS	CHORD LENGTH
C1	372.50'	116.64'	17°56'26"	N 79°30'20" W	116.16'
C2	20.00'	30.16'	86°24'05"	N 66°15'50" E	27.38'
C3	1580.00'	49.41'	1°47'30"	S 23°57'33" W	49.40'
C4	1580.00'	41.30'	1°29'51"	S 22°18'52" W	41.30'
C5	1580.00'	42.72'	1°32'57"	S 20°47'28" W	42.72'

0 20 40 80
SCALE: 1" = 40'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

SURVEYOR'S CERTIFICATE

I, TRAVIS SANDERS, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 9481170, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 58 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, PUBLIC STREETS, TRAILS AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

PECAN VALLEY PHASE 2

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: NOVEMBER 11, 2020

TRAVIS V. SANDERS, PLS

PROFESSIONAL LAND SURVEYOR
NO. 9481170
TRAVIS V. SANDERS
11-11-20
STATE OF UTAH

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S 1°11'02" W 1957.62 FEET ALONG THE EAST LINE OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE EAST 1/4 CORNER OF SAID SECTION, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY OF PECAN VALLEY PHASE 1 SUBDIVISION, RECORDED AND ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES, (1) S 88°28'33" E 20.60 FEET, (2) THENCE S 65°08'42" E 104.02 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY OF 5140 WEST DOCUMENT NO. 20160012726, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER, AND CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES, (1) THENCE S 24°51'18" W 32.20 FEET, TO THE POINT OF CURVATURE OF A 1580.00 FOOT RADIUS CURVE TO THE LEFT, (2) THENCE ALONG THE ARC OF SAID CURVE 133.42 FEET THROUGH A CENTRAL ANGLE OF 4°50'18", TO A POINT OF CUSP WITH A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 69°59'01" W; THENCE ALONG THE ARC OF SAID CURVE 31.81 FEET THROUGH A CENTRAL ANGLE OF 91°07'33", TO THE POINT OF CURVATURE OF A 327.50 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 99.27 FEET THROUGH A CENTRAL ANGLE OF 17°21'59"; THENCE N 88°28'33" W 606.69 FEET, TO A POINT ON THE EAST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20150009813, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE N 1°15'30" E 265.00 FEET ALONG SAID LINE, TO THE SOUTHWEST CORNER OF SAID PECAN VALLEY PHASE 1 SUBDIVISION; THENCE S 88°28'33" E 46.09 FEET ALONG SAID BOUNDARY, TO A POINT OF CUSP WITH A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 1°31'27" W; THENCE ALONG THE ARC OF SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 90°15'56"; THENCE S 1°15'30" W 180.00 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.32 FEET THROUGH A CENTRAL ANGLE OF 89°44'04"; THENCE S 88°28'33" E 79.85 FEET, THENCE N 1°26'49" E 110.00 FEET, TO THE SOUTHWEST CORNER OF LOT 24 OF SAID PECAN VALLEY PHASE 1 SUBDIVISION; THENCE S 88°28'33" E 536.29 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION, TO THE POINT OF BEGINNING.

CONTAINS 108,976 SQ FT OR 2.50 ACRES MORE OR LESS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, TRAILS AND EASEMENTS TO HEREAFTER BE KNOWN AS:

PECAN VALLEY PHASE 2

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, TRAILS AND EASEMENTS. ALL LOTS, STREETS, TRAILS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF HURRICANE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS ___ DAY OF _____, 20__, SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

CHRISTOPHER WYLER
(AN INDIVIDUAL)

CHRISTOPHER WYLER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Washington } S.S.

ON THE 12 DAY OF November 2020 PERSONALLY APPEARED BEFORE ME, CHRISTOPHER WYLER, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING OWNER DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: Tashina Foki
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

COMMISSION NUMBER: 709012
MY COMMISSION EXPIRES: 10·30·2023

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING & LID SET TO CITY STANDARD).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED CIVIL SCIENCE SURVEYORS, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET, OR NAIL & WASHER SET AT 5.25' ALONG PROJECTION OF LOT LINE.
- HORIZONTAL GEOMETRY POINT. NOTHING SET.

BOUNDARY LINE
LOT LINE
EXISTING RIGHT OF WAY LINE
EXISTING LOT LINE
EASEMENT LINE (SEE NOTES)
CENTERLINE
SECTION LINE
PUBLIC TRAIL / RIGHT OF WAY

PECAN VALLEY PHASE 2

LOCATED IN

SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

APPROVAL ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY THE CITY OF HURRICANE, UTAH	TREASURER APPROVAL
I, HEREBY CERTIFY THAT THIS OFFICE HAS REVIEWED THE ABOVE FINAL PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS 19 DAY OF November A.D. 2020.	THE HEREON FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 18th DAY OF November, A.D. 2020	APPROVED AS TO FORM, THIS THE 30 DAY OF November, A.D. 2020	WE, THE CITY OF HURRICANE, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO, THIS 25 DAY OF November 2020	I, WASHINGTON COUNTY TREASURER, CERTIFY THAT THE _____ DAY OF _____ A.D. 2020, I FIND NO UNPAID TAXES, SPECIAL ASSESSMENTS, AND/OR FEES DUE AND OWING ON THIS PLAT. ALL HAVE BEEN PAID IN FULL.
SUPERINTENDENT, SSD	ENGINEER, CITY OF HURRICANE	CITY ATTORNEY, CITY OF HURRICANE	ATTEST: CITY RECORDER, HURRICANE UTAH; JOHN W. BRAMALL MAYOR, HURRICANE, UTAH	WASHINGTON COUNTY TREASURER

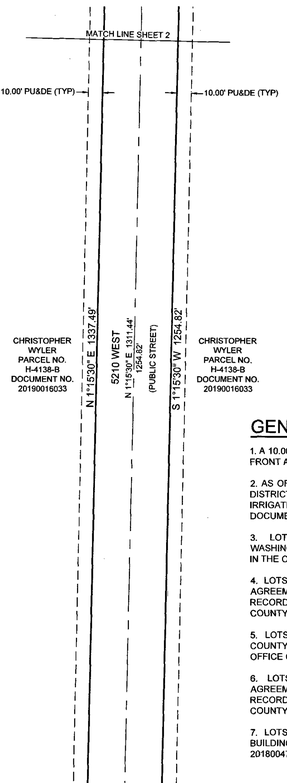
RECORDED No. 20200070138
Map (Conveying Property) Page 1 of 2
Russell Shirts Washington County Recorder
12/07/2020 11:58:07 AM Fee $ 114.00
By WYLER CHRISTOPHER

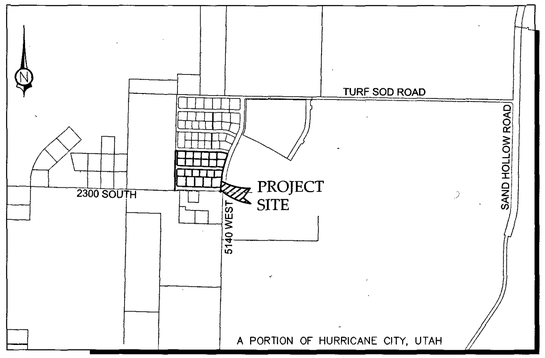
WASHINGTON COUNTY RECORDER

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100
CivilScience

PECAN VALLEY PHASE 2
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: FF20177 FP2
DRAWN BY: PJW
DATE: 11-6-2020
CHECKED BY: TWS
SCALE OF SHEET HOR SCALE: 1" = 40'
SHEET 1 OF 1





VICINITY MAP
(N.T.S.)

GENERAL NOTES

1. A 10.00 FOOT WIDE PUBLIC UTILITIES, MAILBOX, SIDEWALKS, AND DRAINAGE EASEMENT EXISTS ALONG ALL FRONT AND STREETSIDE LOT LINES, UNLESS OTHERWISE NOTED ON THIS PLAT.

2. AS OF THE RECORDING DATE ON THIS PLAT THERE EXIST WASHINGTON COUNTY WATER CONSERVANCY DISTRICT EASEMENTS AS RECORDED IN DOCUMENTS 20160012316 AND 20180000055, THAT OUTLINE IRRIGATION USE AND COLLECTION. OWNERS AND DEVELOPERS SHOULD BECOME FAMILIAR WITH SAID DOCUMENTS.

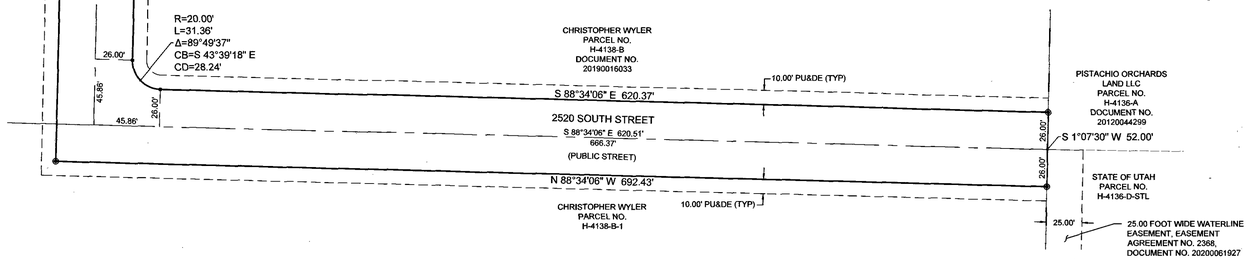
3. LOTS 38-41, 46-53 AND 58-60 ARE AFFECTED BY WATER CONSERVANCY EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT RECORDED APRIL 8, 2016 AS ENTRY NO. 20160012316, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

4. LOTS 38-41, 46-53 AND 58-60 ARE AFFECTED BY THE TERMS, CONDITIONS AND EFFECTS OF THAT CERTAIN AGREEMENT BY AND BETWEEN ASH CREEK SPECIAL SERVICE DISTRICT AND CHRISTOPHER WYLER, RECORDED JULY 5, 2016 AS ENTRY NO. 20160023805, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

5. LOTS 41-46 AND 53-57 ARE AFFECTED BY WATER CONSERVANCY EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT RECORDED JANUARY 2, 2018 AS ENTRY NO. 20180000055, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

6. LOTS 41-46 AND 53-57 ARE AFFECTED BY THE TERMS, CONDITIONS AND EFFECTS OF THAT CERTAIN AGREEMENT BY AND BETWEEN ASH CREEK SPECIAL SERVICE DISTRICT AND CHRISTOPHER WYLER, RECORDED OCTOBER 2, 2018 AS ENTRY NO. 20180039962, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

7. LOTS 38-60 ARE AFFECTED BY TERMS AND CONDITIONS OF THAT CERTAIN NOTICE OF RESTRICTION FOR BUILDING ANY STRUCTURE IN A UTILITY EASEMENT, RECORDED NOVEMBER 28, 2018 AS ENTRY NO. 20180047130.



SURVEYOR'S CERTIFICATE

I, TRAVIS SANDERS, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 9481170, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 58 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, PUBLIC STREETS AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

PECAN VALLEY PHASE 3

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

November 11, 2020
DATE

TRAVIS W. SANDERS, PLS

PROFESSIONAL LAND SURVEYOR
No. 9481170
TRAVIS W. SANDERS
11-11-20
STATE OF UTAH

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 88°27'52" W 29.99 FEET ALONG THE SOUTH LINE OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 14 WEST,SALT LAKE BASE AND MERIDIAN, FROM THE SOUTHEAST CORNER OF SAID SECTION 10, AND RUNNING THENCE N 88°27'52" W 2.86 FEET CONTINUING ALONG SAID SOUTH LINE, TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 60°07'47" W; THENCE ALONG THE ARC OF SAID CURVE 20.46 FEET THROUGH A CENTRAL ANGLE OF 58°36'21"; THENCE N 88°28'33" W 567.34 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 90°15'56"; THENCE S 1°15'30" W 1254.82 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.36 FEET THROUGH A CENTRAL ANGLE OF 89°49'37"; THENCE S 88°34'06" E 620.37 FEET, TO A POINT ON THE EAST LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 1°07'30" W 52.00 FEET ALONG SAID LINE; THENCE N 88°34'06" W 692.43 FEET; THENCE N 1°15'30" E 1337.49 FEET, TO A POINT ON THE SAID SOUTH LINE OF SAID SECTION 10; THENCE S 88°27'52" E 26.00 FEET ALONG SAID LINE, TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20150009813, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 1°15'30" E 547.96 FEET, TO THE SOUTHWEST CORNER OF PROPOSED PECAN VALLEY PHASE 2; THENCE ALONG SAID SOUTH BOUNDARY THE FOLLOWING THREE (3) COURSES, (1) S 88°28'33" E 606.69 FEET, TO THE POINT OF CURVATURE OF A 327.50 FOOT RADIUS CURVE TO THE RIGHT, (2) THENCE ALONG THE ARC OF SAID CURVE 99.27 FEET THROUGH A CENTRAL ANGLE OF 17°21'59", TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, (3) THENCE ALONG THE ARC OF SAID CURVE 31.81 FEET THROUGH A CENTRAL ANGLE OF 91°07'33", TO A POINT ON A 1580.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, POINT ALSO BEING ON THE WEST RIGHT OF WAY OF 5140 WEST STREET AS DESCRIBED ON ROAD DEDICATION AS RECORDED IN DOCUMENT NO. 20160012726 IN THE SAID OFFICE OF THE RECORDER; THENCE ALONG SAID RIGHT OF WAY AND ARC OF SAID CURVE 516.53 FEET THROUGH A CENTRAL ANGLE OF 18°43'51", TO THE POINT OF BEGINNING.

CONTAINING 461,300 SQ FT OR 10.59 ACRES MORE OR LESS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS AND EASEMENTS TO HEREAFTER BE KNOWN AS:

PECAN VALLEY PHASE 3

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF HURRICANE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, _____ RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS ____ DAY OF _____, 20__, SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

CHRISTOPHER WYLER
(AN INDIVIDUAL)

CHRISTOPHER WYLER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Washington } S.S.

ON THE 12 DAY OF November 2020 PERSONALLY APPEARED BEFORE ME, CHRISTOPHER WYLER, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING OWNER DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

Tashina Foki
NOTARY PUBLIC
COMMISSION NUMBER: 709012
NOTARY PUBLIC FULL NAME: Tashina Foki
MY COMMISSION EXPIRES: 10-30-2023
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, Rock Canyon Bank, A MORTGAGEE FOR CHRISTOPHER WYLER, DOES HEREBY GIVE CONSENT TO THE RECORDATION OF THE HEREON ENTITLED PROJECT FOR SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

REPRESENTATIVE: Monty Bundy

MORTGAGEE ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Washington } S.S.

ON THE 12 DAY OF November 2020 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, Monty Bundy, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME THAT HE SIGNED THE CONSENT OF MORTGAGEE TO RECORD FOR THE USES AND PURPOSES STATED THEREIN.

Tashina Foki
NOTARY PUBLIC
COMMISSION NUMBER: 709012
NOTARY PUBLIC FULL NAME: Tashina Foki
MY COMMISSION EXPIRES: 10-30-2023
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PECAN VALLEY PHASE 3

LOCATED IN

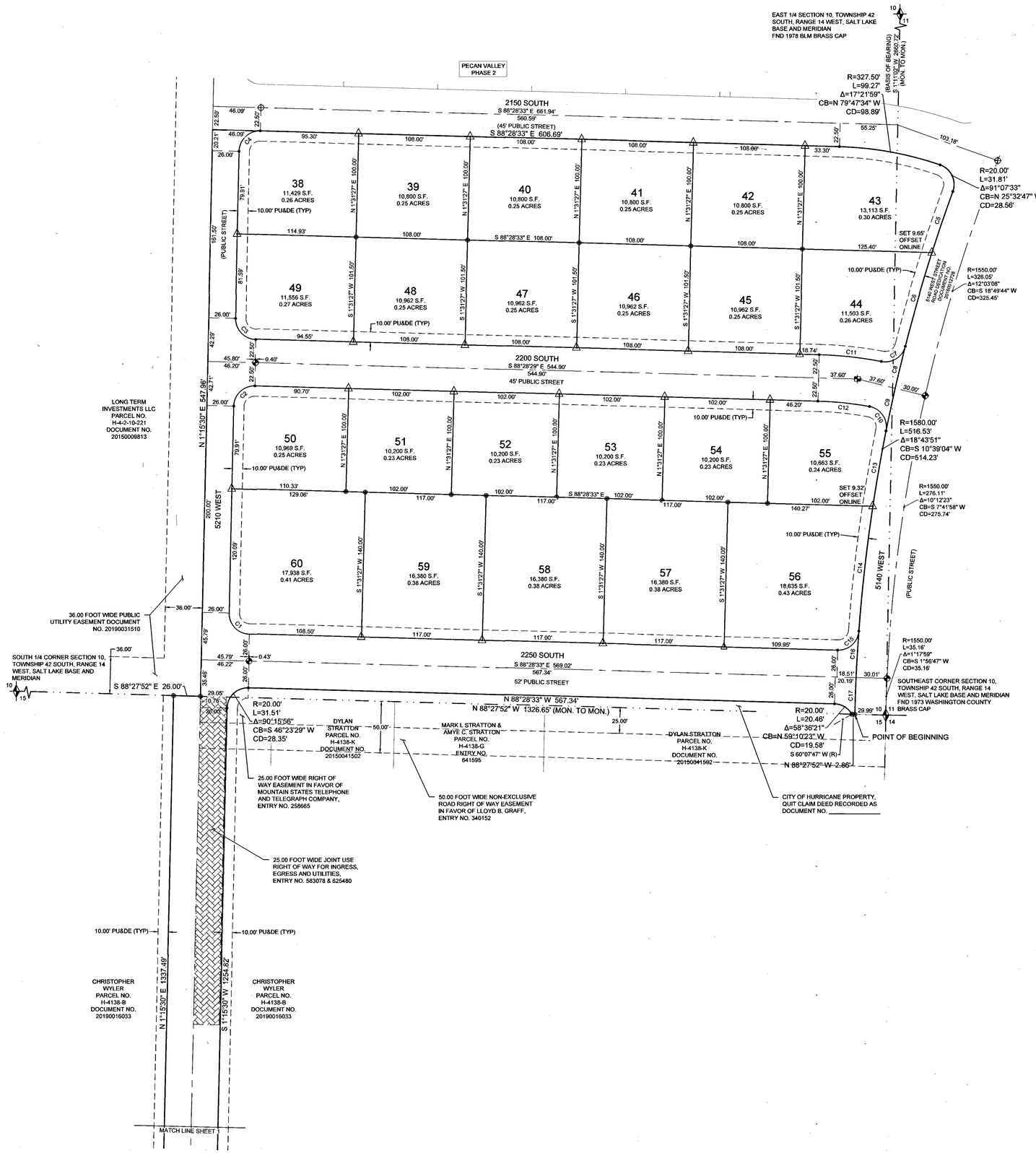
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

APPROVAL ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY THE CITY OF HURRICANE, UTAH	TREASURER'S APPROVAL	RECORDED No.
I, HEREBY CERTIFY THAT THIS OFFICE HAS REVIEWED THE ABOVE FINAL PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS 19th DAY OF November A.D. 2020.	THE HEREON FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 18th DAY OF November, A.D. 2020	APPROVED AS TO FORM, THIS THE 30 DAY OF Nov., A.D. 2020	WE, THE CITY OF HURRICANE, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO, THIS 25 DAY OF November 2020	I, WASHINGTON COUNTY TREASURER, CERTIFY THIS PLAT WITHIN THE BOUNDARY OF SPECIAL ASSESSMENTS. ALL TAXES DUE AND OWING ON THIS PARCEL HAVE BEEN PAID IN FULL.	DOC # 20210001403 Page 1 of 3 Rec (Conveying Property) Gary Christensen Washington County Recorder 01/07/2021 01:46:51 PM Fee $ 140.00 By WYLER CHRISTOPHER
SUPERINTENDENT, SSD	ENGINEER, CITY OF HURRICANE	CITY ATTORNEY, CITY OF HURRICANE	ATTEST: CITY RECORDER HURRICANE UTAH / JOHN W. BRAMALL MAYOR HURRICANE, UTAH	WASHINGTON COUNTY TREASURER	Deputy Recorder Kari Nochi / WASHINGTON COUNTY RECORDER

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100
CivilScience

PECAN VALLEY PHASE 3
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: FF20177.FP3
DRAWN BY: PJW
DATE: 11-9-2020
CHECKED BY: TWS
SCALE OF SHEET HOR SCALE: 1" = 50'
SHEET 1 OF 2



CURVE TABLE					
CURVE TABLE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	31.32	20.00	89°44'04"	S 43°36'31" E	28.22'
C2	31.51	20.00	90°15'56"	S 46°23'29" W	28.35'
C3	31.32	20.00	89°44'04"	S 43°36'31" E	28.22'
C4	31.51	20.00	90°15'56"	S 46°23'29" W	28.35'
C5	62.49	1580.00	2°15'58"	S 18°53'01" W	62.49'
C6	94.14	1580.00	3°24'49"	S 16°02'37" W	94.12'
C7	30.20	20.00	86°30'25"	N 57°35'25" E	27.41'
C8	41.79	1580.00	1°30'56"	S 13°34'45" W	41.79'
C9	42.22	1580.00	1°31'52"	S 12°03'21" W	42.22'
C10	31.76	20.00	90°59'29"	N 34°12'20" W	28.53'
C11	60.59	372.50	9°19'11"	N 83°48'58" W	60.52'
C12	50.16	327.50	8°46'29"	N 84°05'19" W	50.11'
C13	73.81	1580.00	2°40'36"	S 9°57'07" W	73.81'
C14	121.41	1580.00	4°24'10"	S 6°24'44" W	121.38'
C15	30.48	20.00	87°18'47"	N 47°52'03" E	27.61'
C16	45.09	1580.00	1°38'06"	S 3°23'36" W	45.09'
C17	35.58	1580.00	1°17'25"	S 1°55'51" W	35.58'

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING & LID SET TO CITY STANDARD).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED CIVIL SCIENCE SURVEYORS, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET, OR NAIL & WASHER SET AT 5.25' ALONG PROJECTION OF LOT LINE.
- HORIZONTAL GEOMETRY POINT. NOTHING SET.

- BOUNDARY LINE
- LOT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT LINE
- EASEMENT LINE (SEE NOTES)
- CENTERLINE
- SECTION LINE
- PUBLIC TRAIL / RIGHT OF WAY

0 50 25 100
SCALE: 1" = 50'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

PECAN VALLEY PHASE 3

LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

PROFESSIONAL LAND SURVEYOR
No. 9481178
TRAVIS W. SANDERS
11-12-20
STATE OF UTAH

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PECAN VALLEY PHASE 3
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: FF20177 FP3
DRAWN BY: PJW
DATE: 11-9-2020
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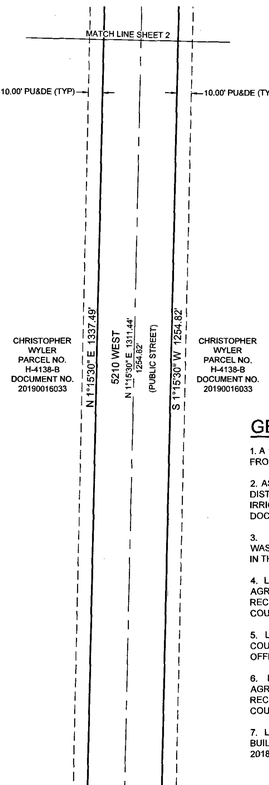
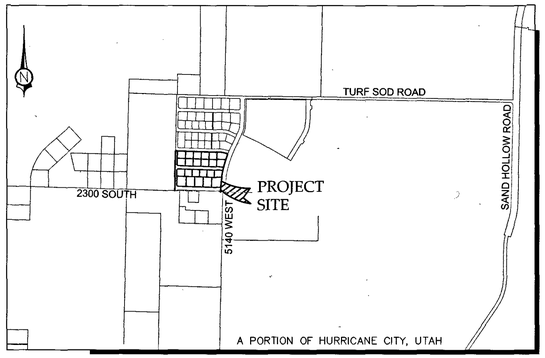
SCALE OF SHEET HOR SCALE: 1" = 50'

SHEET 2 OF 2





VICINITY MAP
(N.T.S.)

GENERAL NOTES

1. A 10.00 FOOT WIDE PUBLIC UTILITIES, MAILBOX, SIDEWALKS, AND DRAINAGE EASEMENT EXISTS ALONG ALL FRONT AND STREETSIDE LOT LINES, UNLESS OTHERWISE NOTED ON THIS PLAT.

2. AS OF THE RECORDING DATE ON THIS PLAT THERE EXIST WASHINGTON COUNTY WATER CONSERVANCY DISTRICT EASEMENTS AS RECORDED IN DOCUMENTS 20160012316 AND 20180000055, THAT OUTLINE IRRIGATION USE AND COLLECTION. OWNERS AND DEVELOPERS SHOULD BECOME FAMILIAR WITH SAID DOCUMENTS.

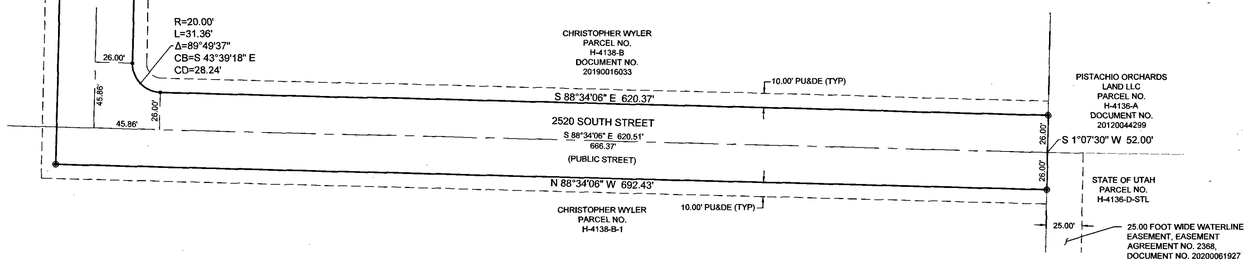
3. LOTS 38-41, 46-53 AND 58-60 ARE AFFECTED BY WATER CONSERVANCY EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT RECORDED APRIL 8, 2016 AS ENTRY NO. 20160012316, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

4. LOTS 38-41, 46-53 AND 58-60 ARE AFFECTED BY THE TERMS, CONDITIONS AND EFFECTS OF THAT CERTAIN AGREEMENT BY AND BETWEEN ASH CREEK SPECIAL SERVICE DISTRICT AND CHRISTOPHER WYLER, RECORDED JULY 5, 2016 AS ENTRY NO. 20160023805, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

5. LOTS 41-46 AND 53-57 ARE AFFECTED BY WATER CONSERVANCY EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT RECORDED JANUARY 2, 2018 AS ENTRY NO. 20180000055, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

6. LOTS 41-46 AND 53-57 ARE AFFECTED BY THE TERMS, CONDITIONS AND EFFECTS OF THAT CERTAIN AGREEMENT BY AND BETWEEN ASH CREEK SPECIAL SERVICE DISTRICT AND CHRISTOPHER WYLER, RECORDED OCTOBER 2, 2018 AS ENTRY NO. 20180039962, IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

7. LOTS 38-60 ARE AFFECTED BY TERMS AND CONDITIONS OF THAT CERTAIN NOTICE OF RESTRICTION FOR BUILDING ANY STRUCTURE IN A UTILITY EASEMENT, RECORDED NOVEMBER 28, 2018 AS ENTRY NO. 20180047130.



SURVEYOR'S CERTIFICATE

I, TRAVIS SANDERS, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 9481170, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 58 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, PUBLIC STREETS AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

PECAN VALLEY PHASE 3

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

NOVEMBER 11, 2020
DATE

TRAVIS W. SANDERS, PLS

PROFESSIONAL LAND SURVEYOR
NO. 9481170
TRAVIS W. SANDERS
11-11-20
STATE OF UTAH

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 88°27'52" W 29.99 FEET ALONG THE SOUTH LINE OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 14 WEST,SALT LAKE BASE AND MERIDIAN, FROM THE SOUTHEAST CORNER OF SAID SECTION 10, AND RUNNING THENCE N 88°27'52" W 2.86 FEET CONTINUING ALONG SAID SOUTH LINE, TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 60°07'47" W; THENCE ALONG THE ARC OF SAID CURVE 20.46 FEET THROUGH A CENTRAL ANGLE OF 58°36'21"; THENCE N 88°28'33" W 567.34 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 90°15'56"; THENCE S 1°15'30" W 1254.82 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.36 FEET THROUGH A CENTRAL ANGLE OF 89°49'37"; THENCE S 88°34'06" E 620.37 FEET, TO A POINT ON THE EAST LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 1°07'30" W 52.00 FEET ALONG SAID LINE; THENCE N 88°34'06" W 692.43 FEET; THENCE N 1°15'30" E 1337.49 FEET, TO A POINT ON THE SAID SOUTH LINE OF SAID SECTION 10; THENCE S 88°27'52" E 26.00 FEET ALONG SAID LINE, TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20150009813, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 1°15'30" E 547.96 FEET, TO THE SOUTHWEST CORNER OF PROPOSED PECAN VALLEY PHASE 2; THENCE ALONG SAID SOUTH BOUNDARY THE FOLLOWING THREE (3) COURSES, (1) S 88°28'33" E 606.69 FEET, TO THE POINT OF CURVATURE OF A 327.50 FOOT RADIUS CURVE TO THE RIGHT, (2) THENCE ALONG THE ARC OF SAID CURVE 99.27 FEET THROUGH A CENTRAL ANGLE OF 17°21'59", TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, (3) THENCE ALONG THE ARC OF SAID CURVE 31.81 FEET THROUGH A CENTRAL ANGLE OF 91°07'33", TO A POINT ON A 1580.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, POINT ALSO BEING ON THE WEST RIGHT OF WAY OF 5140 WEST STREET AS DESCRIBED ON ROAD DEDICATION AS RECORDED IN DOCUMENT NO. 20160012726 IN THE SAID OFFICE OF THE RECORDER; THENCE ALONG SAID RIGHT OF WAY AND ARC OF SAID CURVE 516.53 FEET THROUGH A CENTRAL ANGLE OF 18°43'51", TO THE POINT OF BEGINNING.

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CHRISTOPHER WYLER
(AN INDIVIDUAL)

CHRISTOPHER WYLER

INDIVIDUAL ACKNOWLEDGMENT

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Tashina Foki
NOTARY PUBLIC
COMMISSION NUMBER: 709012

NOTARY PUBLIC FULL NAME: Tashina Foki
MY COMMISSION EXPIRES: 10-30-2023

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

MORTGAGEE'S CONSENT TO RECORD

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REPRESENTATIVE: Monty Bundy

MORTGAGEE ACKNOWLEDGMENT

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PECAN VALLEY PHASE 3

LOCATED IN

SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

APPROVAL ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY THE CITY OF HURRICANE, UTAH	TREASURER'S APPROVAL	RECORDED No.
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SUPERINTENDENT, SSD	ENGINEER, CITY OF HURRICANE	CITY ATTORNEY, CITY OF HURRICANE	ATTEST: CITY RECORDER HURRICANE UTAH / JOHN W. BRAMALL MAYOR HURRICANE, UTAH	WASHINGTON COUNTY TREASURER	Deputy Recorder Kari Nochi / WASHINGTON COUNTY RECORDER

1453 S. DIXIE DRIVE, SUITE 150
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PECAN VALLEY PHASE 3
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

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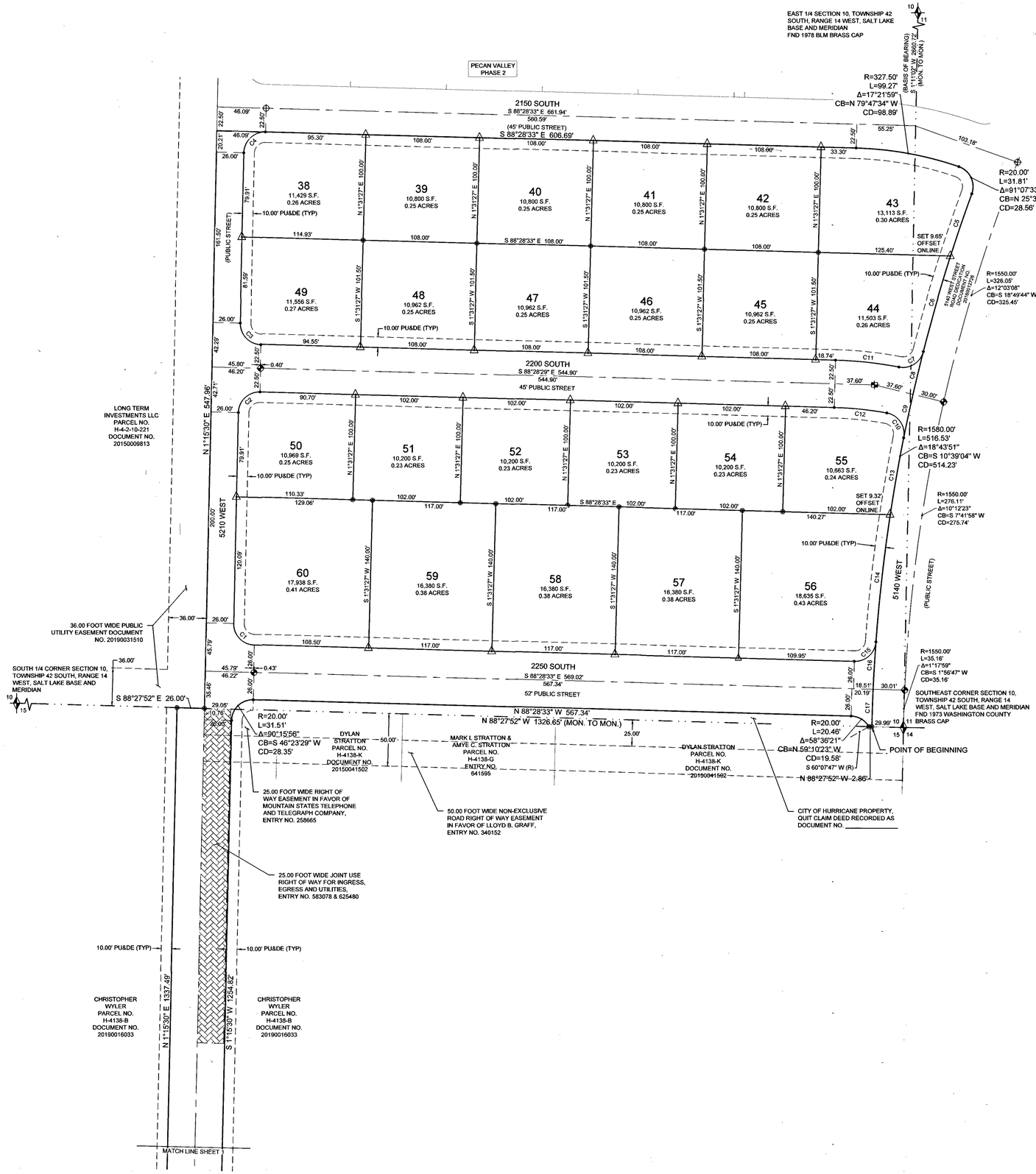

CURVE TABLE					
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C8	41.79	1580.00	1°30'56"	S 13°34'45" W	41.79'
C9	42.22	1580.00	1°31'52"	S 12°03'21" W	42.22'
C10	31.76	20.00	90°59'29"	N 34°12'20" W	28.53'
C11	60.59	372.50	9°19'11"	N 83°48'58" W	60.52'
C12	50.16	327.50	8°46'29"	N 84°05'19" W	50.11'
C13	73.81	1580.00	2°40'36"	S 9°57'07" W	73.81'
C14	121.41	1580.00	4°24'10"	S 6°24'44" W	121.38'
C15	30.48	20.00	87°18'47"	N 47°52'03" E	27.61'
C16	45.09	1580.00	1°38'06"	S 3°23'36" W	45.09'
C17	35.58	1580.00	1°17'25"	S 1°55'51" W	35.58'

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING & LID SET TO CITY STANDARD).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED CIVIL SCIENCE SURVEYORS, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET, OR NAIL & WASHER SET AT 5.25' ALONG PROJECTION OF LOT LINE.
- HORIZONTAL GEOMETRY POINT. NOTHING SET.

BOUNDARY LINE
LOT LINE
EXISTING RIGHT OF WAY LINE
EXISTING LOT LINE
EASEMENT LINE (SEE NOTES)
CENTERLINE
SECTION LINE
PUBLIC TRAIL / RIGHT OF WAY

0 50 25 100
SCALE: 1" = 50'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

PECAN VALLEY PHASE 3

LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

PROFESSIONAL LAND SURVEYOR
10948178
TRAVIS A. SANDERS
11-12-20
STATE OF UTAH

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

CivilScience

PECAN VALLEY PHASE 3
LOCATED IN
SE 1/4 OF SECTION 10 & SW 1/4 OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: FF20177 FP3
DRAWN BY: PJW
DATE: 11-9-2020
CHECKED BY: TWS
SCALE OF SHEET HOR SCALE: 1" = 50'

SHEET 2 OF 2

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/07/2022**
Application Number:	2022-AFP-04
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Chris Wyler
Agent:	Civil Science
Request:	Approval of an Amended Final Plat
Location:	5200 W 2500 S
Zoning:	RR
General Plan Map:	Planned Community

Planning Commission
Planning Commission gave a positive recommendation on the proposed amended final plat.

Discussion: The applicant has applied to amend the final plat for Pecan Valley Resort Phase 3 to change some of the roadway alignments in order to fit with their planned future phases. The roadway was shortened from 1250" to about 950"

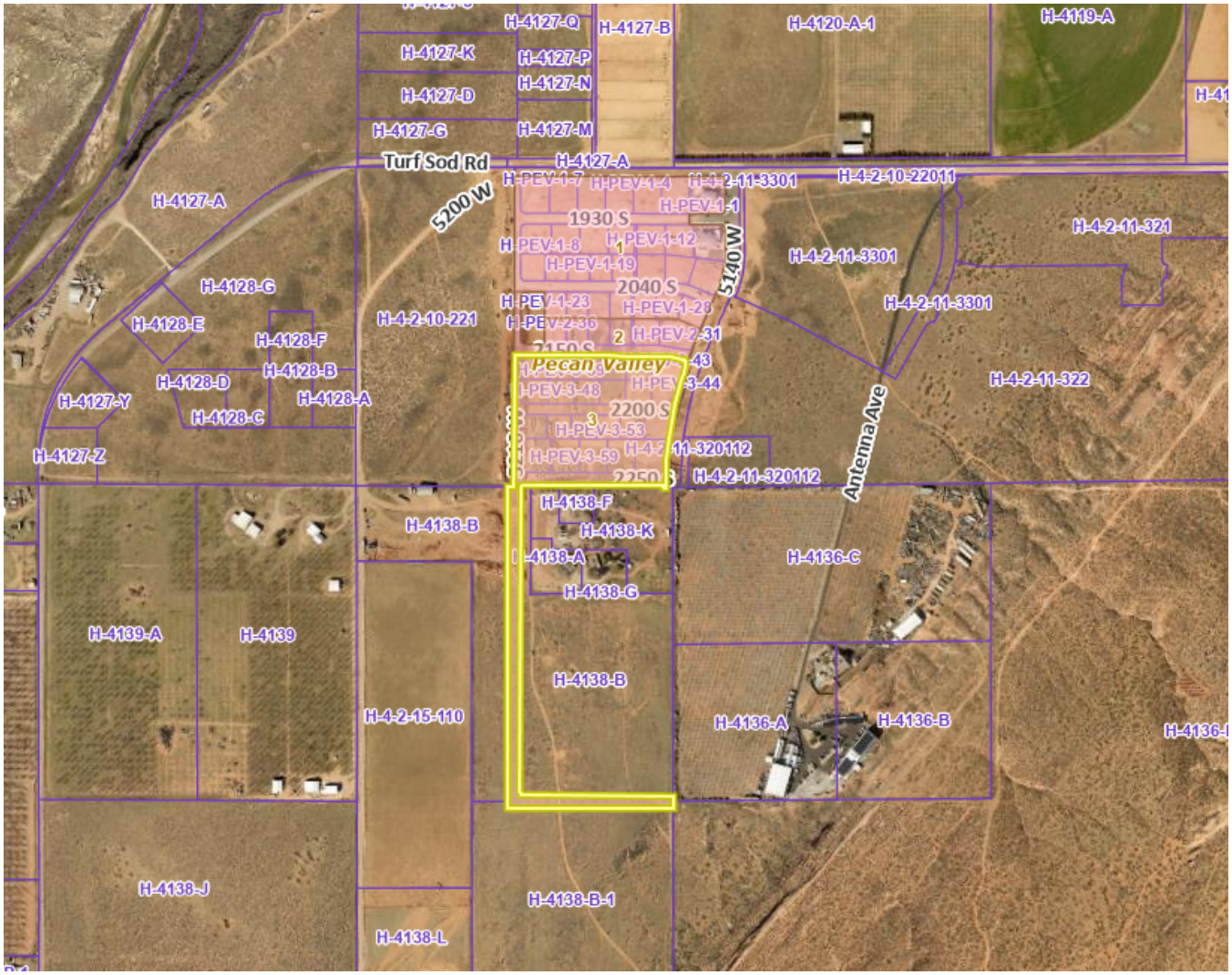
JUC Comments

1. **Power:** Dixie Power area. No representative was present at JUC but they will need to sign off on any change to the construction drawings
2. **Water:** No issues, may need to check that this will not mess with current water line alignment
3. **Streets:** No issues
4. **Sewer:** No improvements have been completed to this section
5. **Engineering:** Need to check and compare this to the original

Staff Comments

1. The plat meets amended final plat standards contained in Utah Code 10-9a-608. Subdivision Amendments, updated in 2020. The following are the key items:
    a. Depicts only the portion of the subdivision that is proposed to be amended
    b. Includes a plat name distinguishing the amended plat from the original plat
    c. The submitted plat describes the differences between the amended plat and the original plat
    d. Includes references to the original plat
2. The Final Plat needs a full review by the City Engineering Department for surveying details.
3. 2520 S as indicated on the plat is almost certainly a different numbered roadway now

Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards. Staff would recommend approval of this item subject to staff and JUC comments.



HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of a **preliminary plat and of approval of a preliminary site plan for SKRE, a 2 lot commercial subdivision, located at 2545 W 60 S**. SKRE Applicant. Karl Rasmussen Agent.

Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-PP-12 App
2. 2022-PSP-08 App
3. 2022-PSP-08 2022-PP-12 SKRE
4. Will Serve - SKRE Commercial - 2022.03.10
5. 2022-PP-12 Plans
6. 2022-PSP-08 Map

PRELIMINARY PLAT APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: $150.00

For Office Use Only:
File No. 2022-PP-12
Receipt No. 0156712

Name: SKRE **Telephone:** 435-229-1674

Address: 268 W. State St. **Fax No.** _____

Email: mike@skregear.com **Agent Email:** _____

Agent (If Applicable): Karl Rasmussen **Telephone:** 4

Address/Location of Subject Property: 2545 West 0 South, Hurricane

Tax ID of Subject Property: H-3-1-32-23[illegible] **Zone District:** HC

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) 2

Highway Commercial ⇒ As Is.

Submittal Requirements: The preliminary plat application shall provide the following:

_____1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
- ✓ a. The proposed name of the subdivision.
- ✓ b. The location of the subdivision, including the address and section, township and range.
- ✓ c. The names and addresses of the owner or subdivider, if other than the owner.
- _____ d. Date of preparation, and north point.
- _____ e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.

_____2. Existing Conditions: The preliminary plat shall show:
- ✓ a. The location of the nearest monument.
- ✓ b. The boundary of the proposed subdivision and the acreage included.
- ✓ c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
- ✓ d. The location, width and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- ✓ e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- ✓ f. Existing sewers, water mains, culverts or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.

✓ g. Existing Hurricane Canal Company facilities; other ditches, canals, natural drainage channels and open waterways and any proposed realignments.

✓ h. Contours at vertical intervals not greater than five (5) feet.

✓ i. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow groundwater, and windblown sand) and recommendations for their mitigation.

✓ j. Information on whether property is located in desert tortoise take area

✓ 3. Proposed Plan: The subdivision plans shall show:

✓ a. The layout of streets, showing location, widths, and other dimensions of proposed streets, crosswalks, alleys and easements.

✓ b. The layout, numbers and typical dimensions of lots.

✓ c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.

✓ d. Easements for water, sewers, drainage, utilities, lines and other purposes.

N/A Private e. Typical street cross sections and street grades where required by the Planning Commission. (All street grades over 5% should be noted on the preliminary plat)

Existing Berm f. A tentative plan or method by which the subdivider proposes to handle the storm water drainage for the subdivision.

✓ g. Approximate radius of all center line curves on highways or streets.

Access from East & West ✓ h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly-dedicated street. (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable)

✓ i. In general, all remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allow to remain as unusable parcels.

N/A j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.

Requested k. A letter from both the local sanitary sewer provider and culinary water provider indicating availability of service.

NO l. Will this subdivision be phased? If yes show possible phasing lines.

SEE Notes m. A tentative plan or method for providing non-discriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.

✓ 4. Required copies of plans:

✓ a. Three copies of all full scale drawings

____ b. One copy of each drawing on a 11 x 17 inch sheets. (8 ½ x 11 is acceptable if the project is small and the plans are readable at that size).

5. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. The deadline to submit an application to be placed on an agenda is no later than 12:00 noon 10 full business days before the Planning Commission meeting at which you plan for your application to be heard.

****

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete:_____ Completion determination made by: _____

PURPOSE
The preliminary plat application is the first step in land development process in those instances where land is divided for eventual sale. The process is established to insure that all proposed divisions of land conform to the City General Plan and to adopted development standards of the Land Use Ordinance.

WHEN REQUIRED
The preliminary plat is required any time land is to be divided, re-subdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots or other division of land for the purpose, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms and conditions. It is not required on agricultural divisions where the agricultural parcel is divided to be combined with another agricultural parcel, nor is it required when two un-subdivided properties are merged, or where the boundary between two un-subdivided properties are adjusted.

The preliminary plat must be approved before a final plat can be processed and recorded.

Subdivision approval process:

- Determine current zoning for property.
- If zoning fits desired subdivision, meet with Planning staff to discussed the proposed project.
- Obtain a preliminary plat application form and complete the application and have a plat prepared by an engineer to meet the requirements on the preliminary plat application.
- Submit completed application, preliminary plat, and required $150 fee to Planning Department before noon on the Wednesday two weeks before desired Planning Commission meeting. (see submittal dates sheet)
- Appear at the scheduled Planning Commission meeting to discuss preliminary plat, hear comments, answer questions, and receive recommendation of approval or disapproval from Planning Commission.
- Appear at the next scheduled City Council meeting that occurs after the Planning Commission meeting at which a recommendation was received. Hear City Council comments, answer questions, and receive City Council decision. City Council can approve the plat with conditions, recommend changes and send it back to the Planning Commission, or deny the plat.

If the preliminary plat is approved, have construction drawings for utilities and streets prepared by an engineer according to Hurricane City standards. Construction drawings must be approved by both the Hurricane Joint Utilities Committee and the Ash Creek Special Service District. Approval means changes are made and all required signatures are obtained.

Once the preliminary plat is approved by the City Council, the applicant has one year after receiving approval of the preliminary plat to submit the final plat to the Planning Commission for action. The Planning Commission may authorize a one-year time extension, provided the extension request is made before the one year time limit is reached. The Planning Commission will review and make recommendation to the City Council on the final plat when submitted. The City Council will typically review the Planning Commission recommendation within 1-2 weeks after the Commission action on the final plat.

APPEALS
The Planning Commission makes a recommendation to the City Council, so there is no appeal. The City Council's action on a preliminary plat is final unless appealed to the appropriate court.

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF Washington

I (we), Richard Kimball, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 9th day of March 2022

(Notary Public)

REBECCA I. HUNT
NOTARY PUBLIC • STATE of UTAH
COMMISSION# 703766
COMM. EXP. 01-23-2023

Residing in: St. George, Ut.

My Commission Expires: 1/23/23

Agent Authorization

I (we), Richard Kimball, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

Richard Kimball
(Property Owner)

Subscribed and sworn to me this 9th day of March 2022

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(Property Owner)

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(Property Owner)

Richard Kimball
(Property Owner)

Subscribed and sworn to me this 9th day of March 2022

(Notary Public)

Residing in: St. George, Ut.

My Commission Expires: 1/23/23

REBECCA I. HUNT
NOTARY PUBLIC • STATE of UTAH
COMMISSION# 703766
COMM. EXP. 01-23-2023

PRELIMINARY SITE PLAN REVIEW APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee $200.00

For Office Use Only:
File No. 2022-PSP-08
Receipt No. 8.15611

Name: SKRE **Telephone:** 435-229-1674

Address: 268 W. State St. **Fax No.** _____

Agent (If applicable): ~~mike@skregtar.com~~ Kurt Russmussen **Agent's Phone:** 435-680-0816

Email: kurt@pve-eng.com **Agent Email:** mike@skregtar.com

Address/Location of Subject Property: 2545 W. 100 South Hurricane

Tax ID of Subject Property: H-3-1-32-2306 **Zone District:** HC

Proposed Use: (Describe, use extra sheet if necessary) Retail / OFFICE / Warehouse

This application shall be accompanied by the following:

✓ 1. A vicinity map showing the general location of the project.

✓ 2. Three (3) copies of a site plan showing:

- ✓ Topography showing 2' contours, identification of 30% or greater slopes:
- ✓ The layout of proposed uses;
- NA Location of open space when applicable;
- ✓ Proposed access to the property and traffic circulation patterns;
- ✓ Adjoining properties and uses:
- NA Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any;

✓ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities;

✓ 4. Tables showing the number of acres in the proposed development and a land use summary; and

NA 5. A phased development plan if applicable.

✓ 6. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and the fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

****

(Office Use Only)

Date Received: _____ Received by: _____

Date application deemed to be complete: _____Completion determination made by:_____

PRELIMINARY SITE PLAN

PURPOSE
The site plan review process is established to encourage adequate advanced planning and assure a good quality environment for the City. Such procedure is intended to provide for orderly, harmonious, safe, and functionally efficient development consistent with priorities, values, and guidelines stated in the various elements of the Hurricane City General Plan, and the Land Use Ordinance, and to protect the general welfare of the community.

WHEN REQUIRED
The preliminary site plan review is only required on the following projects when the Zoning Administrator determines the scope of the project requires both the preliminary site plan and site plan approval.

a. Any multiple-family residential use;
b. Any public or civic use;
c. Any commercial use; or
d. Any industrial use.

The preliminary site plan is also required with a submittal of zone changes to Planned Development Overlay, or changes to an approved Planned Development Overlay.

A preliminary site plan is not intended to permit actual development of property pursuant to such plan, but is prepared merely to represent how the property could be developed. Submittal, review, and approval of an application for a preliminary site plan shall not create any vested rights to development.

Upon approval of a preliminary site plan, the applicant may prepare and submit the greater level of detail required for a site plan review application, which is required before construction may commence.

PROCESS
The preliminary site plan is submitted to the Planning and Building Department approximately 1 week and 1 day by no later than 12:00 p.m. prior to a regularly scheduled Planning Commission meeting. During this time prior to the meeting, staff will review the plan, and prepare a report and recommendation for the Planning Commission. The Planning Commission at the public meeting will review the application and staff's report, and approve, approve with conditions, or deny the preliminary site plan.

APPEALS
Since there are no vested rights with the approval of a preliminary site plan, the matter is generally not appealed. However, if an appeal is made, it would be filed with the Clerk of the Board of Adjustment located in the Planning and Building Department, and heard by the Board of Adjustment. The decision of the Board of Adjustment is final unless appealed to a court of competent jurisdiction within thirty (30) days from the date of decision of the Board of Adjustment.

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF Washington

I (we), Richard Kimball, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 9th day of March 2022

(Notary Public)

REBECCA I. HUNT
NOTARY PUBLIC • STATE of UTAH
COMMISSION# 703766
COMM. EXP. 01-23-2023

Residing in: St. George, Ut.

My Commission Expires: 1/23/23

Agent Authorization

I (we), Richard Kimball, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

Richard Kimball
(Property Owner)

Subscribed and sworn to me this 9th day of March 2022

(Notary Public)

Residing in: St. George, Ut.

My Commission Expires: 1/23/23

REBECCA I. HUNT
NOTARY PUBLIC • STATE of UTAH
COMMISSION# 703766
COMM. EXP. 01-23-2023

Ash Creek Special Service District

1350 S. Sand Hollow Road
Hurricane, UT 84737
Office: (435) 635-2348 Fax: (435) 635-8550
ashcreek@infowest.com

March 10, 2022

Hurricane City
Stephen Nelson
127 N. 870 W.
Hurricane, UT 84737

RE: SKRE Commercial

Stephen,

There is sewer capacity for this project. The developers understand and agree that they will need to get plan approval for the sewer system.

After approval, they agree to pay all costs associated with construction and impact fees. Please let us know if you have any questions.

Sincerely,

Gary Wilcox
Inspections Department
Ash Creek Special Service District

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/07/2022**
Application Number:	2022-PSP-08 2022-PP-12
Type of Application:	Preliminary Site Plan Application
Action Type:	Administrative
Applicant:	SKRE
Agent:	Karl Rasmussen
Request:	Approval of a Preliminary Site Plan and Preliminary Plat
Location:	2545 W 60 S
Zoning:	HC
General Plan Map:	General Commercial

Planning Commission
The Planning Commission gave a positive recommendation subject to staff and JUC comments.

Discussion:
The applicant has filed a preliminary site plan and preliminary plat for SKRE Commercial. The applicant had previously come in for a preliminary site plan for a site within the Sand Hollow Gateway PID area, but has now submitted for this parcel. SKRE currently has an operation along State Street in downtown Hurricane and is looking to expand its hunting apparel operation. A previous preliminary plat was approved on this site in 2005 that is no longer valid but this plat and site plan line up with it pretty well. The property owner also submitted a lot split for this property which would accomplish the same task as this preliminary plat. This lot split is included in this packet however staff believes the preliminary plat is the more appropriate avenue at this time.

JUC Comments
The following items will need to be addressed:

1. **Power:** No problems, may need upgrades for second lot
2. **Water:** Line is in the road, may need an easement for access
3. **Street:** Improvements along SR-9
4. **Sewer:** Private sewer agreement. Will need a new lateral and an interceptor depending on use

5. **Engineering:** Need to check if there's cross access here. Need to plan for drainage. May need easements for utilities and access. Check setbacks
6. **Fire:** Fire code analysis for buildings. Need fire walls
7. **Phone:** Need to see if there are lines along SR-9
8. **Gas**: No comments
9. **WCWCD**: No comments

Staff Comments: Preliminary Site Plan

1. The proposed use is a mix of retail shops, office space, and warehouses all of which is permitted under Highway Commercial zoning.
2. Setbacks: All setbacks are met with the site plan.
3. The lot is currently not subdivided. A preliminary plat was submitted but was never recorded over 15 years ago. It appears to have always been the intention of the property owner to subdivide these lots but it was never accomplished for one reason or another
4. The road to the south (83 S) is a private road that will provide access and a connection point between 2600 W and 2500 W. If easements for access and utilities have not already been provided to the city then they will be required at this phase.
5. Parking: Per their provided parking plan 61 stalls are required and 63 stalls are provided.
6. For the final site plan, the applicant will need to review and follow all standards of Hurricane City Code 10-33-5: Site Plan Design; including outdoor lighting, landscaping, trash and refuse collections, etc.
7. The applicant will need to submit full construction drawings to the City and have full approval by the Joint Utility Committee.
8. *A preliminary site plan is not intended to permit actual development of property pursuant to such plan but shall be prepared merely to represent how the property could be developed. Submittal, review, and approval of an application for a preliminary site plan shall not create any vested rights to development. (HCC 10-7-10(D)(2)(b)).*

Recommendation: Staff recommends the City Council review this application based on the standards with Hurricane City Code. Staff recommends approval subject to staff and JUC comments.

Ash Creek Special Service District

1350 S. Sand Hollow Road
Hurricane, UT 84737
Office: (435) 635-2348 Fax: (435) 635-8550
ashcreek@infowest.com

March 10, 2022

Hurricane City
Stephen Nelson
127 N. 870 W.
Hurricane, UT 84737

RE: SKRE Commercial

Stephen,

There is sewer capacity for this project. The developers understand and agree that they will need to get plan approval for the sewer system.

After approval, they agree to pay all costs associated with construction and impact fees. Please let us know if you have any questions.

Sincerely,

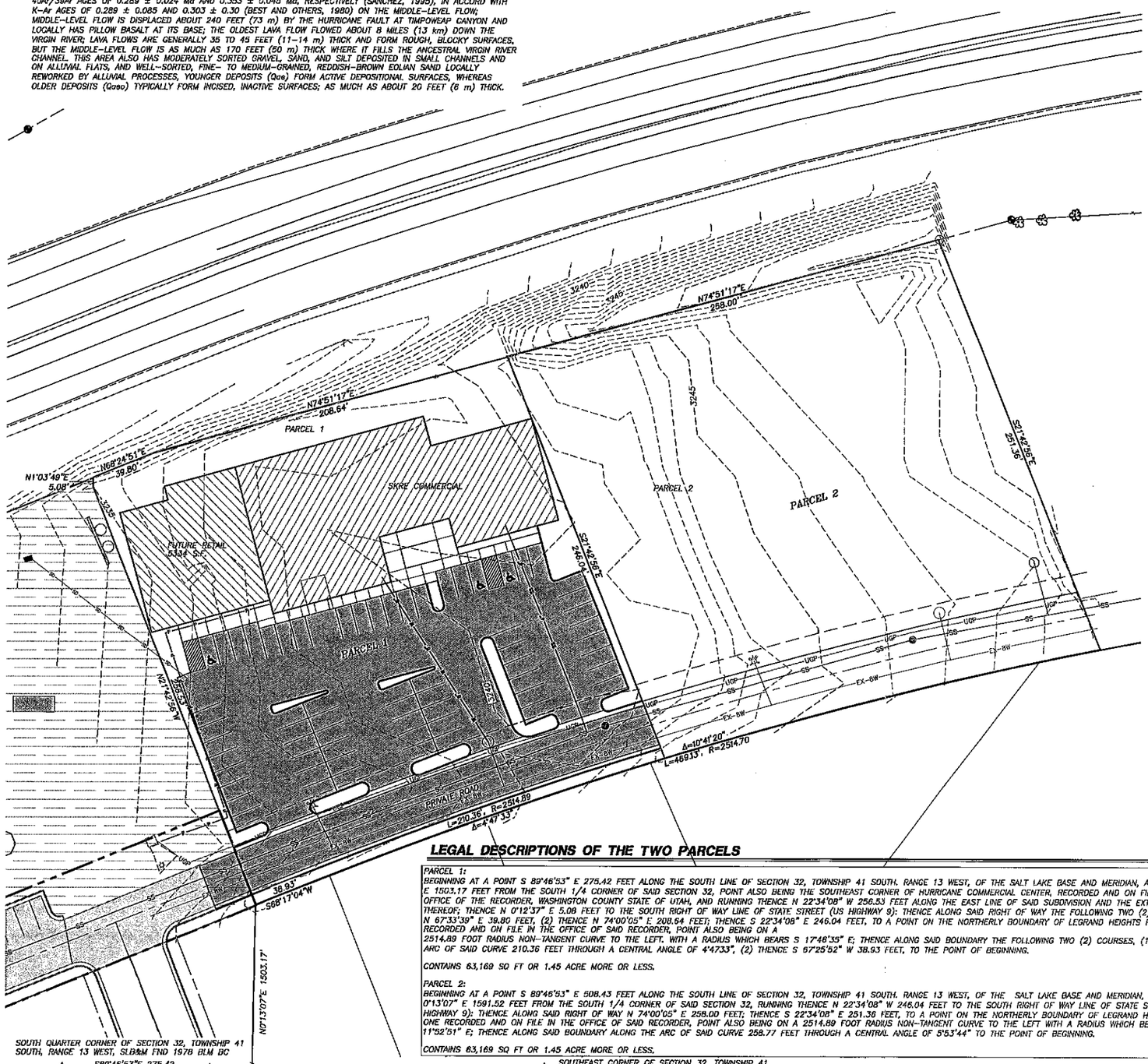
Gary Wilcox
Inspections Department
Ash Creek Special Service District

PRELIMINARY PLAT FOR:
SKRE COMMERCIAL

LOCATED IN THE SECTION 32, T41S, R13W, S.L.B.&M.
2545 WEST 60 SOUTH
HURRICANE CITY, WASHINGTON COUNTY, UTAH

GEOLOGICAL NARRATIVE

THIS PARCEL OF LAND LIES INSIDE A VOLCANO MOUNTAIN LAVA FLOW (MIDDLE PLEISTOCENE) SHOWN WITH A Qbv. IT ALSO LIES INSIDE AN ALLUVIAL AND EOLIAN DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE) SHOWN WITH A Qae. THIS AREA ALSO HAS A MEDIUM TO DARK-GRAY TO GRAYISH-BLACK, FINE TO MEDIUM-GRAINED ALKALI BASALT (Qbv) WITH SPARSE OLIVINE PHENOCRYSTS; ERUPTED FROM A VENT AT VOLCANO MOUNTAIN (Qbvc) SOUTHWEST OF HURRICANE; DIVISIBLE INTO THREE SEPARATE FLOWS (Biek, 2003a, 2003b); YOUNGEST AND MIDDLE-LEVEL FLOWS YIELDED 40Ar/39Ar AGES OF 0.289 ± 0.024 Ma AND 0.353 ± 0.045 Ma, RESPECTIVELY (SANCHEZ, 1995), IN ACCORD WITH K-Ar AGES OF 0.289 ± 0.085 AND 0.303 ± 0.30 (BEST AND OTHERS, 1980) ON THE MIDDLE-LEVEL FLOW; MIDDLE-LEVEL FLOW IS DISPLACED ABOUT 240 FEET (73 m) BY THE HURRICANE FAULT AT TIMPOWEAP CANYON AND LOCALLY HAS PILLOW BASALT AT ITS BASE; THE OLDEST LAVA FLOW FLOWED ABOUT 8 MILES (13 km) DOWN THE VIRGIN RIVER; LAVA FLOWS ARE GENERALLY 35 TO 45 FEET (11-14 m) THICK AND FORM ROUGH, BLOCKY SURFACES, BUT THE MIDDLE-LEVEL FLOW IS AS MUCH AS 170 FEET (50 m) THICK WHERE IT FILLS THE ANCESTRAL VIRGIN RIVER CHANNEL. THIS AREA ALSO HAS MODERATELY SORTED GRAVEL, SAND, AND SILT DEPOSITED IN SMALL CHANNELS AND ON ALLUVIAL FLATS, AND WELL-SORTED, FINE- TO MEDIUM-GRAINED, REDDISH-BROWN EOLIAN SAND LOCALLY REWORKED BY ALLUVIAL PROCESSES, YOUNGER DEPOSITS (Qae) FORM ACTIVE DEPOSITIONAL SURFACES, WHEREAS OLDER DEPOSITS (Qaso) TYPICALLY FORM INCISED, INACTIVE SURFACES; AS MUCH AS ABOUT 20 FEET (6 m) THICK.



LEGAL DESCRIPTIONS OF THE TWO PARCELS

PARCEL 1:
BEGINNING AT A POINT S 89°46'53" E 275.42 FEET ALONG THE SOUTH LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN, AND N 0°13'07" E 1503.17 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 32, POINT ALSO BEING THE SOUTHEAST CORNER OF HURRICANE COMMERCIAL CENTER, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY STATE OF UTAH, AND RUNNING THENCE N 22°34'08" W 256.53 FEET ALONG THE EAST LINE OF SAID SUBDIVISION AND THE EXTENSION THEREOF; THENCE N 0°12'37" E 5.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE STREET (US HIGHWAY 9); THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES, (1) N 67°33'39" E 39.80 FEET, (2) THENCE N 74°00'05" E 208.64 FEET; THENCE S 22°34'08" E 246.04 FEET, TO A POINT ON THE NORTHERLY BOUNDARY OF LEGRAND HEIGHTS PHASE ONE RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, POINT ALSO BEING ON A 2514.89 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 17°46'35" E; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES, (1) ALONG THE ARC OF SAID CURVE 210.36 FEET THROUGH A CENTRAL ANGLE OF 4°47'33", (2) THENCE S 67°25'52" W 38.93 FEET, TO THE POINT OF BEGINNING.

CONTAINS 63,169 SQ FT OR 1.45 ACRE MORE OR LESS.

PARCEL 2:
BEGINNING AT A POINT S 89°46'53" E 508.43 FEET ALONG THE SOUTH LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN, AND N 0°13'07" E 1591.52 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 32, RUNNING THENCE N 22°34'08" W 246.04 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE STREET (US HIGHWAY 9); THENCE ALONG SAID RIGHT OF WAY N 74°00'05" E 258.00 FEET; THENCE S 22°34'08" E 251.36 FEET, TO A POINT ON THE NORTHERLY BOUNDARY OF LEGRAND HEIGHTS PHASE ONE RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, POINT ALSO BEING ON A 2514.89 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WITH A RADIUS WHICH BEARS S 11°52'51" E; THENCE ALONG SAID BOUNDARY ALONG THE ARC OF SAID CURVE 258.77 FEET THROUGH A CENTRAL ANGLE OF 5°53'44" TO THE POINT OF BEGINNING.

CONTAINS 63,169 SQ FT OR 1.45 ACRE MORE OR LESS.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- 25' SEWER & DRAINAGE EASEMENT
- SECTION LINE
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING STORM DRAIN
- PROPOSED FENCE
- EXISTING GAS LINE
- PROPOSED CURB & GUTTER
- SECTION CORNER AS DESCRIBED
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE

N
W E
S
30 0 30
SCALE IN FEET

GEOLOGICAL HAZARDS

FAULTS & SURFACE FAULTING	NONE
LIQUEFACTION	H2 – HIGH2–SIMILAR IN TEXTURE TO HIGH CATEGORY, NO GROUND–WATER INFORMATION
FLOODING	ZONE X–AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	NONE
ROCKFALL HAZARD	NONE
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	CA – CALICHE
COLLAPSIBLE SOIL	CSA–STREAM/TERRACE ALLUVIUM >=.3%
EXPANSIVE SOIL	ESL–LOW SUSCEPTIBILITY TO EXPANSION
GYPSIFEROUS SOIL & ROCK	NONE
PIPING & EROSION	P&ES–SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB–BURIED; AREAS WHERE DEPTH TO BEDROCK IS GENERALLY ≤10 FEET BENEATH SOIL COVER
WIND BLOWN SAND	WBSL–LOW; MIXED–UNIT GEOLOGIC DEPOSITS WHICH CONTAIN WIND–BLOWN COMPONENT
SHALLOW GROUND WATER	NONE

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

ADDITIONAL NOTES

ZONING: HIGHWAY COMMERCIAL

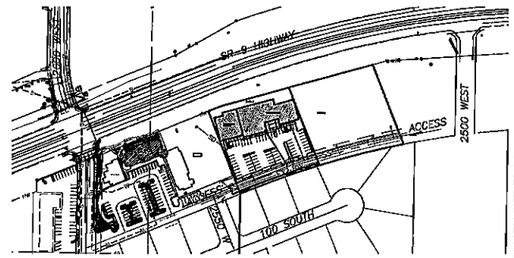
STORM WATER CAN BE LOCALLY DETAINED AND CONTROLLED USING DETENTION BASINS LOCATED NORTH AND WEST OF THE PROPERTY.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

THIS IS OUT OF TORTOISE TAKE AREAS.



VICINITY MAP
N.T.S.

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NO	REVISIONS DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers • Land Surveyors • Land Planners
50 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8601
Fax: (866) 435-3678

PRELIMINARY PLAT FOR:
SKRE COMMERCIAL
LOCATED IN SECTION 32, T41S, R13W, SLB&M, HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 3/31/2022
SCALE: 1"=30'

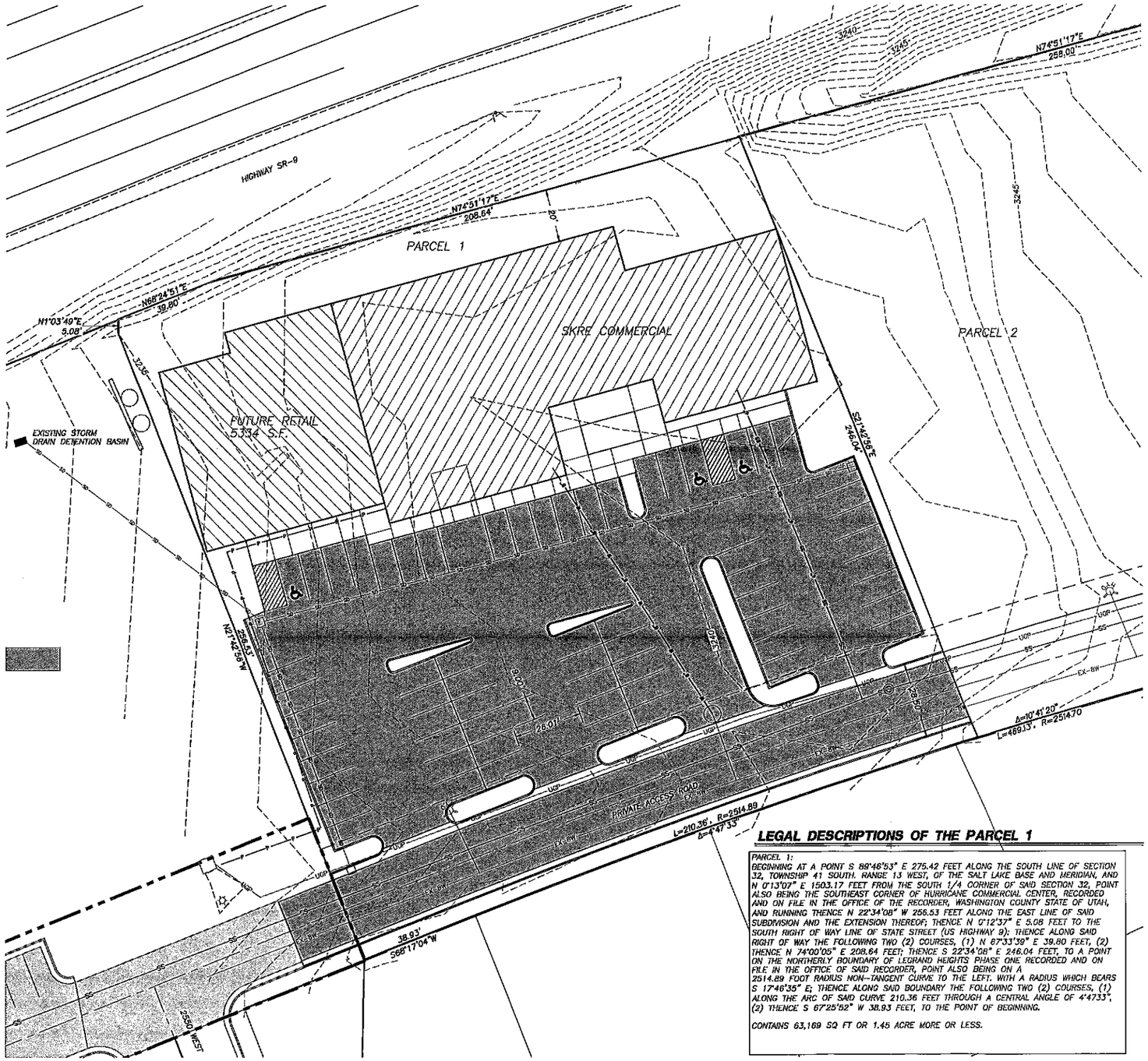
JOB NO.
642-022

SHEET NO.
C2

PRELIMINARY SITE PLAN

PRELIMINARY SITE PLAN FOR:
SKRE COMMERCIAL

LOCATED IN THE SECTION 32, T41S, R13W, S.L.B.&M.
2545 WEST 60 SOUTH
HURRICANE CITY, WASHINGTON COUNTY, UTAH


HIGHWAY SR-9
N74°51'17"E
258.00'
3240
3245
N74°51'17"E
208.64'
30'
PARCEL 1
N1°03'40"E
5.08'
N68°24'51"E
39.80'
SKRE COMMERCIAL
PARCEL 2
FUTURE RETAIL
5334 S.F.
EXISTING STORM
DRAIN DETENTION BASIN
S21°42'56"E
246.04'
N21°42'56"W
238.53'
90.00'
26.01'
38.93'
S68°17'04"W
2550 WEST
PRIVATE ACCESS ROAD
L=210.36', R=2514.89
Δ=4°47'33"
L=469.13', R=2514.70
Δ=10°41'20"
EX-SW
UGP
SS
EX-W
EX-BW
SD
G
P
S
W
SW
BW
GAS
SD
SS
W
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DEVELOPMENT AGREEMENT
FOR
STUART & HEIDI STOUT HOUSE

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2021 (the "Effective Date"), by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and _LaRae Ellsworth Stout, Trustee, or successor trustee, of the LaRae Ellsworth Stout Revocable Trust dated June 13, 2019_____, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately __11.95____acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On _some date_ 2019___, the City Council approved a zone change as shown in Exhibit C.

C. On some date in the future 2022, the City Council will consider approval of a preliminary plat incorporated herein as EXHIBIT A.

D. Developer is willing to design and construct the Project in accordance with the preliminary site plan and in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

E. The City and Developer are willing to enter into this agreement in order to take care of items in the order presented in EXHIBIT B and that said agreement is handled in a responsible manner.

F. The City Council have further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

G. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

H. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

DRAFT

I. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

J. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

K. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. General Terms:

3. Nothing in this Agreement shall amend or replace any requirements by City, State, Federal, Fire, other local development agreements or restrictions, or other applicable regulations.

4. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: LaRae Ellsworth Stout, Trustee, or successor trustee, of the LaRae Ellsworth Stout Revocable Trust dated June 13, 2019
2350 South 1500 West
Hurricane, UT 84737

To the City: City of Hurricane
Attention: Fay Reber, City Attorney
68 S. 700 W.
Hurricane, UT 84737

5. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

DRAFT

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

DRAFT

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

6. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF HURRICANE

ATTEST:

By: _____
City Recorder

By: _____
Mayor

DEVELOPER:

By: _____
Name: LaRae Ellsworth Stout
Title: Trustee

DRAFT

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 202_, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of_____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public
Residing at:

DRAFT

EXHIBIT A

Legal Description Parcel:

Legal **S: 16 T: 42S R: 13W BEGINNING AT A POINT N 89°48'57" W 30.00 FEET ALONG THE NORTH LINE OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND S 0°16'11" W 16.50 FEET FROM NORTH QUARTER OF SAID SECTION 16, AND RUNNING THENCE S 0°16'11" W 213.64 FEET, THENCE N 89° 49'04" W 275.00 FEET, THENCE S 0°16'11" W 113.89 FEET, THENCE N 89°49'04" W 1017.42 FEET TO A POINT ON THE WEST 1/16TH LINE OF SAID SECTION 16, THENCE N 0°13'41" E 327.57 FEET ALONG SAID LINE TO A POINT S 0°13'41" W 16.50 FEET FROM THE WEST 1/16TH CORNER OF SECTIONS 16 AND 9, THENCE S 89°48'57" E 1292.65 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 16, TO THE POINT OF BEGINNING. SUBJECT TO BOUNDARY LINE AGREEMENT DOCUMENT # 20190002584.**

DRAFT

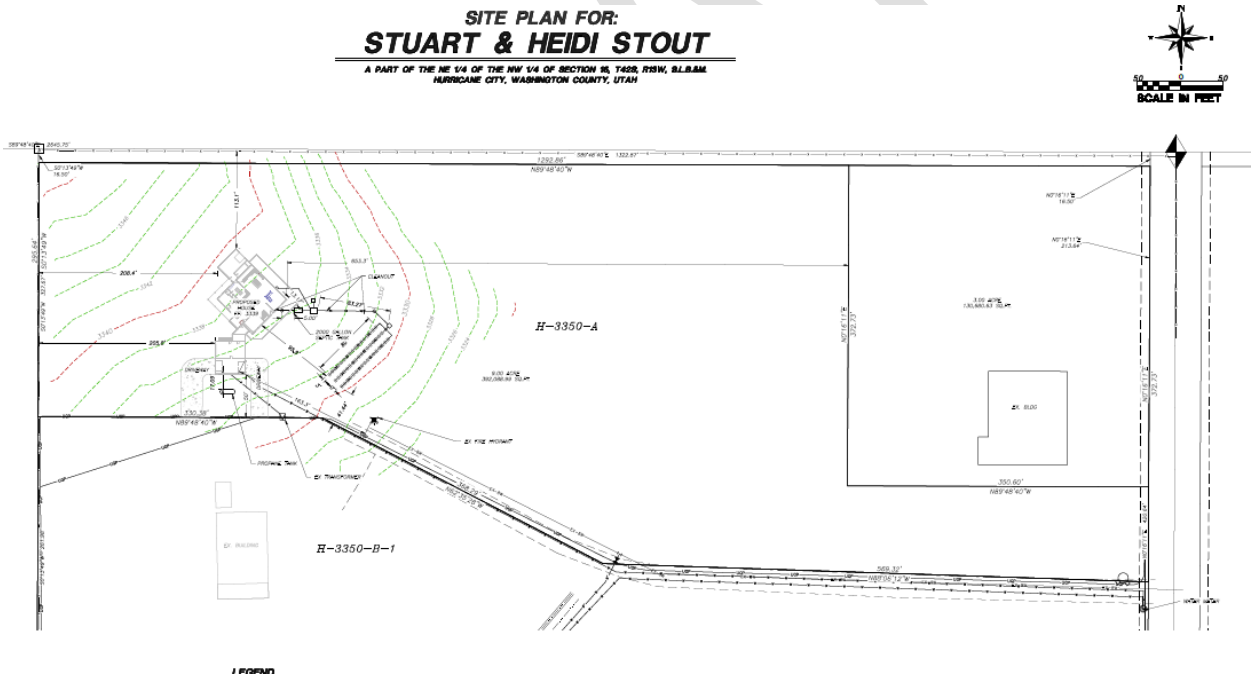
EXHIBIT B
Items in their Order to be completed:

1. Stuart and Heidi Stout will be allowed to obtain a building permit for Parcel H-3350-A of 11.95 acres once the Building, Planning & JUC Departments have approved their constructions drawings for the site plan of their house.
2. Stuart and Heidi Stout will be given a certificate of occupancy once the following conditions have been met:

- A subdivision needs to be created to subdivide out the M-1 (light industrial) property that was zoned in 2019.
- The subdivision needs to have completed construction drawings and improvements completed for said subdivision.
- Neighboring properties that wish to be part of the subdivision may be included in said subdivision.
- Master planned roadways that are dedicated in said subdivision may receive reimbursement monies from the City through the Cog Fund.
- A box culvert will be installed by the City in the main drainage that will run under the future master planned roadway of 2300 South Street.
-

DRAFT

EXHIBIT C
Site Plan



WHEN RECORDED RETURN TO:
Hurricane City
147 N. 870 West
Hurricane, UT 84737

Parcel ID# ___H- 3350-A

Legal Description: ____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on _____ _____, 2020, by and between the Hurricane City Corporation, a Utah municipal corporation, hereinafter referred to as "City", and Adam Bennett Stout and Larae E Stout, hereinafter referred to as "Developers".

Recitals

A. Developer is the owner of certain property located on 1500 West Street in Hurricane, Utah (the "Property"), which is more fully described in Exhibit "A". Developer desires to have the Property placed in the Light Industrial ("M-1") zone, as provided in Title 10 of the Hurricane City Code, as amended, (the "Rezoning Request") in order to develop and use the existing building for a roofing business(the - "Project").

B. Notwithstanding that the M-1 zone permits a wide range of light industrial and other uses, Developer is willing to limit the use of the Property as provided in this Agreement.

C. To assist City in its review of the Rezoning Request and to assure development of the Project in accordance with Developer's representations to City; Developer and City desire to enter into this Agreement which sets forth the process and standards whereby Developer may develop the Project and use the Property.

D. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9-101, et seq., and after all required public notice and hearings, City, in the exercise of its legislative discretion, (i) has elected to process the proposed Project in a manner resulting in the negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of City.

E. On _____the Hurricane City Planning Commission held a duly noticed public hearing to consider Developer's application to rezone the subject property and duly considered (i) comments from the public, neighborhood representatives, Developer, and city officials and (ii) recommendations of the General Plan regarding the Property and recommended approval of Developer's application to rezone the Property subject to certain findings and conditions as set forth in Exhibit "B", attached hereto and incorporated herein, and forwarded such application to the City Council for its consideration.

G. On _____the City Council held a duly noticed public meeting and considered Developer's application to rezone the subject property and duly considered the findings and conditions recommended by the Planning Commission.

H. To allow development of the Property for the benefit of Developer, to ensure City that the development of the Property will conform to applicable policies set forth in the General Plan, and address concerns of property owners in proximity to the Property, Developer and City desire to enter into this Agreement and are each willing to abide by the terms and conditions set forth herein.

I. Acting pursuant to its legislative authority under Utah Code Annotated § 10-9¬102 and 10-9-401, et seq., and after (i) all required public notice and hearings and (ii) execution of this Agreement by Developer, the City Council of City, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Development and Management Act, (ii) City's General Plan, and (iii) Chapter 10 of the Hurricane City Code (collectively, the "Public Purposes"). As a result of such determination, the City has elected to process the rezoning request and the subsequent development authorized thereunder in accordance with the provisions of this Agreement and has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security and general welfare of the inhabitants and taxpayers of Hurricane City.

Agreement:

Now, therefore, in consideration of the premises recited above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. **Development.** Development of the Property shall he subject to the terms and conditions of this Agreement.

2. **Zone Change and Permitted Uses**. Subject to the terms of this Agreement, the zoning classification on the Property shall be the M-1 zone. Land uses allowed pursuant to such zoning designation shall limited to that use designated in the attached Exhibit "C".

3. **Applicable Code Provisions**. All provisions of the Hurricane City Code as constituted on the effective date of this Agreement shall be applicable to the Project proposed on the Property except to the extent this Agreement is more restrictive. The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement, Title 10 of the Hurricane City Code, and other City requirements generally applicable to development in Hurricane City.

4. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and

regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present which meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), or successor case law. Any such proposed change affecting Developer's rights shall be of general application to all development activity in city. Unless 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.

5. **Changes to Project**. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the total perimeter size (footprint) of building area to be constructed on the Property by more than ten (10) percent, (ii) substantially changes the exterior appearance of the Project, or (iii) changes the functional design of the Project in such a way that materially affects building use, traffic, drainage, or other design characteristics of the Project. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located, and are otherwise consistent with the standard for approval set forth in Paragraph 6 hereof.

6. **Time of Approval.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the M-1 zone. This agreement shall be recorded at the office of the County Recorder at such time that a plat creating the 3 acre M-1 subdivision is recorded.

7. **Term**. The term of this Agreement shall commence on, and the effective date of this Agreement shall be such time that the subdivision creating the three acre parcel is recorded in the office of the Washington County Recorder. This Agreement shall limit the use of the Property to the terms set forth in Exhibit "C" of this Agreement and is intended as a covenant running with the land and shall survive this Agreement.

8. **Successors and Assigns**. This Agreement shall be binding on the successors and assigns of Developer. Notwithstanding the foregoing, a purchaser of the property must abide by the conditions set in Exhibit "C of this Agreement. Prior to such sale or transfer, Developer may obtain from the buyer or transferee a letter (i) acknowledging the existence of this Agreement and (ii) agreeing to bound thereby. Said letter shall be signed by the buyer or transferee, notarized, and delivered to City prior to the transfer or sale. In such event, the buyer or transferee of the parcel so transferred shall be fully substituted as Developer under this Agreement and Developer executing this Agreement shall be released from any further obligations under this Agreement as to the parcel so transferred.

Exhibit "C"

Special Conditions

The following requirements shall apply to use of the Property which is the subject of the within Agreement. Capitalized terms shall have the meaning set forth in the Agreement.

1. Except as provided in Paragraph 2 of this Exhibit "C", use of the Property shall be limited to the following uses and conditions and no others: Use of the existing building for a roofing business including storage of materials and a business office and for agricultural equipment and materials storage and repair

2. The parties to the within Agreement may elect to modify or remove the foregoing use limitation on the Property. Such modification or removal shall be in written form mutually agreed to and signed by each of the parties and formally approved at a public meeting of the City Council.

9. **Default.**

A. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default ("Default") under this Agreement:

(1) A warranty, representation or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made.

(2) A determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement.

(3) Any other event, condition, act or omission, either by City or Developer, (i) violates the terms of, or (ii) materially interferes with the intent and objectives of this Agreement.

B. Procedure Upon Default.

(I) Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes action to begin curing such Default with such thirty (30) day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty (30) day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph C herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

(2) Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

C. Breach of Agreement. Upon Default as set forth in Paragraphs A and B above, City may declare Developer to be in breach of this Agreement and City (i) may withhold approval of any or all business licenses, building permits, or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional business licenses, building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, either City or Developer (in the case of a default by the City) may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief, including taking action to rezone the property to Light Industrial zoning

10. **General Terms and Conditions.**

Exhibit "B"

Planning Commission and City Council Approvals

A. Recording of Agreement. In the event City approves the Rezoning Request, and after execution of this Agreement, the Agreement shall be recorded in the office of the Washington County Recorder to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

B. Severability. Each and every provision of this Agreement shall be separate, several and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

C. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

D. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed and used as set forth herein to protect health, safety, and welfare of the citizens of City.

E. State and Federal Law; Invalidity. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

F. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as maybe established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

G No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of City has the power to amend, modify or alter this Agreement or waive any of its conditions as to hind City by making any promise or representation not contained herein.

H. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof; not incorporated herein, and all prior agreements and understandings are merged herein.

I. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any special condition set forth in Exhibit "D" hereof unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

J. Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or re-hearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

K. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To Developer:

To City: City Recorder
147 N. 870 West
Hurricane, UT 84737

With copy to: City Attorney
147 North 870 West
Hurricane, Utah 84737

L. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

M. Execution of Agreement. This Agreement maybe executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

Exhibit "A"

Legal Description of Property

All of Lot 1 of the Stout Industrial Subdivision

N. Hold Harmless. Developer agrees to and shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages, just compensation restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relates to the Project.

(1) The agreements of Developer in this Paragraph N shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of City, or (ii) attorneys' fees under Paragraph 1 herein.

(2) City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

O. Relationship of Parties. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

P. Annual Review. City may review progress pursuant to this Agreement at least once every twelve {12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 13 herein.

Q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Second District Court, State of Utah, or in the Federal District Court for the District of Utah.

R. Title and Authority. Developer expressly warrants and represents to City that Developer owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

S. Headings for Convenience. All headings and captions used herein are for convenience only and

Exhibit "A"

Legal Description of Property

All of Lot 1 of the Stout Industrial Subdivision

Exhibit "C"

Special Conditions

The following requirements shall apply to use of the Property which is the subject of the within Agreement. Capitalized terms shall have the meaning set forth in the Agreement.

1. Except as provided in Paragraph 2 of this Exhibit "C", use of the Property shall be limited to the following uses and conditions and no others: Use of the existing building for a roofing business including storage of materials and a business office and for agricultural equipment and materials storage and repair

2. The parties to the within Agreement may elect to modify or remove the foregoing use limitation on the Property. Such modification or removal shall be in written form mutually agreed to and signed by each of the parties and formally approved at a public meeting of the City Council.

Exhibit "B"

Planning Commission and City Council Approvals

S. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Development Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Hurricane City _____

Mayor

Attest: _____

Hurricane City Recorder

_____

Adam Stout

_____

Larae Stout

STATE OF UTAH)
)ss:
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 10th day of Jan., 2020 by Adam Stout, and Larae Stout, owners of the described property.

JANELLE JONES
Notary Public - State of Utah
Comm. No. 696419
My Commission Expires on
Sep 5, 2021

SEAL:

_____
NOTARY PUBLIC

Residing At: 720 W. State St. Hurricane UT 84737

ON NOVEMBER 8, 2018 AT 6:00 P.M., THE HURRICANE CITY PLANNING COMMISSION MET IN THE CITY COUNCIL CHAMBERS LOCATED AT 147 N 870 WEST HURRICANE, UT.

Members Present: Mark Borowiak, Bob Petersen, Yovonda Hall, Michelle Cloud, Ralph Ballard, Chris Christensen and Rebecca Bronemann

Members Excused: Paul Farthing

Staff Present: Planning Director Toni Foran, Planning Assistant Cindy Beteag, City Attorney Fay Reber and City Council Representative Darin Larson

Chairman Ballard called the meeting to order at 6:00 p.m. The Pledge of Allegiance was led by Bob Petersen and Darin Larson offered the prayer. Roll call was taken.

Bob Petersen motioned to approve the agenda as posted, seconded by Mark Borowiak. Motion passed unanimously.

Chairman Ballard opened the Public Hearing at 6:04 p.m. to take comments on the following;

1. A Zoning Map amendment request for 3 acres located at approximately 2350 S. 1500 West from RA-1, Residential Agricultural one acre, to M-1, Light Industrial
   No comments were made.
2. Proposed impact fees for power, water, and parks
   No comments were made.

Chairman Ballard closed the Public Hearing at 6:06 p.m. and the public meeting continued.

New Business:

2018-ZC-14 Consideration and possible recommendation to the City Council on proposed A Zoning Map amendment request for 3 acres located at approximately 2350 S. 1500 West from RA-1, Residential Agricultural one acre, to M-1, Light Industrial – Adam Stout applicant

Adam Stout was present to represent the application. Mr. Stout explained this is the next step after the General Plan Amendment. Chairman Ballard mentioned the Planning Commission recommended denial of the General Plan change but the City Council approved it. Mr. Stout explained they have a three acre parcel with a barn on it that they want to rezone as light industrial so he can utilize it as agriculture and his roofing business. Chairman Ballard asked if the City Council put any stipulations on their approval. Darin Larson stated they talked about putting a restriction on it that if the property sold then it could only be used for what they are currently doing. City Attorney Reber explained the applicant would need to present a development agreement with the zone change if that is how the City wants to approve it. Chairman Ballard mentioned City Councilmember Humphries wanted to require road improvements if the zone was changed. Ms. Hall stated in the City Council minutes it mentioned there are employees for the roofing business. She stated she was not aware there were employees outside of the applicant's family. She stated the aerial shows a lot of vehicles around the building. Mark Borowiak pointed out this is currently an illegal operation. He asked if the business has ceased since this application was presented. Mr. Larson stated no. Ms. Hall explained what was discussed at the last meeting regarding the illegal business use and that is why the Commissioners recommended denial of the General Plan Amendment. She stated her concern with putting industrial next to the large agriculture uses is it doesn't match the purpose of zones. She read the purpose statements for Residential Agriculture pointing out the clause *single-family dwellings protected from encroachment by commercial and industrial uses*. She said zones are established to protect residential uses from commercial and industrial uses. She stated industrial is

usually put near corridors. She still feels it is cart before horse. Mr. Stout stated he sees her concerns but he disagrees with her assessment. They do a lot of agriculture work and they work on all the farm equipment in this barn. He stated the neighboring farmers come in and use his shop. Ms. Hall asked if the agriculture use would have to cease if it becomes industrial. Mr. Stout stated he wants it for both. He doesn't understand how the City can dictate how he uses his barn.

Mr. Borowiak stated staff has provided four requirements to consider when looking at a zone change. He suggested going through them. Mr. Reber said those are the four factors that the Council and Commissioners are supposed to review when considering a zone change. Mr. Borowiak pointed out the staff comments were negative on each factor. He asked the applicant to give them a reason why it would be a positive change. Rebecca Bronemann asked who owned the property to the north. Mr. Stout stated it is owned by family. Ms. Bronemann stated there is already light industrial in the area with the airport, ready mix plant and the green houses. She asked what all the vehicles were on the property. Mr. Stout stated some are broken down and some are employee cars. Mr. Larson commented this isn't a manufacturing plant it is staging area for the roofing business and a place to do mechanical work on the vehicles as well as other agriculture uses. He stated Industrial zoning made the most sense but if it is approved then the City Council wanted a development agreement attached to it. He mentioned there are no objections from the adjacent property owners. Ms. Bronemann mentioned there are probably people out there operating illegally and he is trying to make it right. She doesn't see a problem with the zone change if a development agreement is put in place. Mr. Borowiak asked if a neighbor wanted to do this would the City allow it. Mr. Larson stated this does set a precedent but he thinks there is a need for this use in this area.

Karl Rasmussen stated there are always special cases like this but he thinks there is always a way to make everyone happy. He stated he would like to go through the four factors the Commissioners are supposed to look at to show them the positive outlook of this change. 1. The lay of the land helps out and the two master roads in front of him will create a buffer between Mr. Stout and whatever is developed north of him. 2. The shop looks like a barn which is agriculture. 3. He stated he doesn't know how it would negatively affect other property owners. 4. The public utilities are there and he will put in a septic system. Ms. Foran asked why they are requesting three acres if they are only talking about the building. Mr. Rasmussen explained three acres is the minimum acreage allowed for a septic system. Ms. Foran asked if part of their proposal for the development agreement would be no new buildings. Mr. Stout stated they would probably only construct parking structures. Ms. Foran pointed out a conditional use permit is required for agriculture use but they can name what uses are allowed in a development agreement.

Chris Christensen stated he is opposed to spot zoning. He questioned why have a master plan if it doesn't mean anything. When does the City say no? Bob Petersen stated his concern would be answered by a development agreement. Michelle Cloud stated she is still having a hard time getting past the fact they are already doing what they said they wouldn't do. She feels the agreement and his word should mean something. She also feels it sets a precedent for the area. Mr. Rasmussen stated for the first year it was used as agriculture but as the years went on the roofing business slowly came there too.

Ms. Hall stated zones are established to further the goals and policies of the General Plan. She doesn't feel like the framework for an Industrial zone is there. She said if someone came in with plans for industrial use the City would require parking and landscaping. She doesn't feel like this is well thought out planning for Industrial use. They determined the parcel size by the residential use surrounding it. She feels that if there is a need for industrial in this area then it shouldn't go away if the property changes hands. She agrees they are setting precedent that anyone can do whatever they want and then ask for the City Council to change the ordinance to meet their needs. Mr. Stout stated the surrounding property owners are not opposed to this. Chairman Ballard asked how long Stout's Roofing been operating this area. Mr. Stout stated twenty four years. Chairman Ballard clarified the barn was built from an airport hanger. He stated he is not here to punish anyone for trying to do the right thing. He feels there is a shortage on industrial zones. He agrees with not leapfrogging but they have already done that with

Copper Rock. He stated they need a central place for people to work. He mentioned there are master planned roads in the area that will affect Mr. Stout's property. He feels the City is naive to keep everything agriculture if we are planning for growth. He questioned why require road improvements and parking if he has tear it out when he sells the property. Ms. Hall stated if they are going through the process of changing the General Plan and the zoning then the property should be improved. Mr. Borowiak stated there was a point made that there isn't enough industrial property in the area but staff comment says *approximately 1/3 more than projected as needed by Washington County by the year 2020*. He asked if that number was accurate. Ms. Foran stated it was accurate when the General Plan was updated. Chairman Ballard pointed out that is County wide not just City. Mr. Borowiak asked how many employees are employed at his business. Mr. Stout stated about thirty to thirty-five. Ms. Bronemann stated she would hate to see a business leave just because they can't use their property how they need to. She thinks it fits with agriculture uses and won't have a negative effect on the surrounding property owners. Ms. Hall clarified the roads are not improved in front of the barn. Mr. Rasmussen stated they will have to do a subdivision and they will be required to make those improvements. Ms. Hall asked if the application is approved will they bring the property up to code for industrial. Mr. Rasmussen stated they will do whatever the City requires. *Yovonda Hall motioned to recommend denial of application 2018-ZC-14 to the City Council based on it is spot zoning, the surrounding properties don't support it, the corridors are not there yet to serve it, it sets a negative precedence, and it will negatively affect the surrounding properties. Chris Christensen seconded the motion. The vote was as follows; Mark Borowiak-nay, Bob Petersen-nay, Yovonda Hall-aye, Michelle Cloud-aye, Ralph Ballard-nay, Chris Christensen-aye and Rebecca Bronemann-nay. Motion failed.*
Bob Petersen motioned to recommend approval of application 2018-ZC-14 to the City Council with a development agreement that includes improvements before it takes affect and covers the long term use. Yovonda Hall asked if it had to meet the standards for the industrial code. Chairman Ballard pointed out they are only approving temporarily. Ms. Hall questioned how that meets the City's needs in the long run. Rebecca Bronemann seconded the motion. The vote was as follows; Mark Borowiak-aye, Bob Petersen-aye, Yovonda Hall-nay, Michelle Cloud-nay, Ralph Ballard-aye, Chris Christensen-nay and Rebecca Bronemann-aye. Motion carried.

Discussion on impact fees. Toni stated the City is proposing to change the water, power, and parks impact fees. She presented the proposed changes. She stated the commercial fees for power will also go up substantially. She explained the Planning Commission doesn't have to make a recommendation to the City Council but they have to hold a Public Hearing. Chris asked if fees are intended to be revenue neutral. Toni stated they are intended to cover the cost of improvements in the future to ensure future residents have the same level of service.

Planning Commission business:

1. Review of proposed accessory building setback changes. Commissioners discussed limiting the height of accessory buildings to fourteen feet in residential zones. Toni suggested requiring a conditional use permit if there is living area on the top with the condition it has to be set back further from the property line. Ralph stated requiring an additional two feet won't make much of a difference in the air. Toni stated it is also the feeling of having a structure so close. Ralph stated it is also for runoff water. Toni asked if they wanted to advertise for a Public Hearing or talk to the City Council first to get their feel for what they want. Chris asked if staff thought Council would support it. Toni stated a comment was made during the City Council meeting when the PDO setbacks were presented that they wanted the Commissioners to change the setback to two feet everywhere in the code.
2. Discussion on Title 10, Chapter 34 – Off Street Parking. Toni stated she thought they were proposing to change the City's motor vehicle parking but it is for bicycles. She doesn't know if they need to address bicycle parking with every use. She suggested maybe only requiring a

Dave Imlay will be hiring for a full time apprentice position within the next few weeks. This position requires at least one year experience. This is a great opportunity for a perspective employee.

Mike Vercimak attended a pre-construction meeting regarding the Cordero project. There are still a couple items that they need to finish before they can move forward. The 300 North project will be completed by the end of the month. The Slurry Seal project will go out for bid in January 2019. Kevin Thomas shared concerns regarding the approach to the new Maverick store. At night it is considerably dangerous as he and another citizen almost turned into the drainage basin. Mr. Vercimak stated that they are looking into a temporary solutions until they are able to fill the drainage basin.

Toni Foran discussed the changes in the Development Agreement for the zoning map amendment for Adam Stout. The language was added to Section 7 of the Agreement to read "...the effective date that such time the subdivision creating the three acre parcel is recorded with the County Recorder's office." In regards to the Canyons RV amended plat, Mr. Venuti will not be able to proceed with the project until he receives approval from the HOA.

Fay Reber updated Council that the Julie Judd condemnation has been officially dismissed.

6:00 p.m. - Call to Order –

Pledge: Darin Larson Prayer: Kevin Tervort

Approval of Minutes: 11/01/2018, 11/15/2018 Work Meeting, 11/15/2018 Regular Meeting

Kevin Tervort made a motion to approve the 11/01/2018, 11/15/2018 Work Meeting and 11/15/2018 Regular Meeting minutes. Seconded by Cheryl Reeve. Motion approved with Pam Humphries, Darin Larson, Cheryl Reeve, Kevin Tervort and Kevin Thomas voting aye.

6:15 p.m. – Public Forum – Comments From Public

Penny James-Garcia signed up to speak under the Public Forum. She was heard during the General Plan Amendment application outside the normal meetings and presentation of a development concept plan for *The Cove* item.

OLD BUSINESS

1. *Consideration and possible approval of a* **zoning map amendment and Development Agreement for 3 acres located at approximately 2350 S. 1500 West from RA-1, Residential Agricultural one acre, to M-1, Light Industrial** – *Adam Stout, applican*t

Adam Stout and Karl Rasmussen appeared before Council. Ms. Foran again reviewed the added language to Section 7 of the Development Agreement "...the effective date that such time the subdivision creating the three acre parcel is recorded with the County Recorder's office."

Darin Larson made a motion to approve the zoning map amendment and Development Agreement for 3 acres located at approximately 2350 South 1500 West from RA-1, Residential Agricultural one acre, to M-1, Light Industrial. Seconded by Cheryl Reeve. Motion approved with Darin Larson, Cheryl Reeve, Kevin Tervort and Kevin Thomas voting aye. Pam Humphries voted no.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval for staff to process a **grading permit application for off-site grading for the Southern Shores Subdivision**. Cody Larkin Agent

Discussion:
Hurricane City Code allows a property owner to see a grading permit prior to any development based on the standards below:

Sec. 10-7-23. - Grading permit by exception.
Notwithstanding any other provision in this title to the contrary, the Zoning Administrator shall be authorized, upon an affirmative vote of the City Council, to issue a grading permit for property not scheduled for immediate or reasonably imminent development upon such terms and conditions as may be deemed necessary by said City Council to guarantee the protection of the property and neighboring properties against problems resulting from such grading, including, but not limited to, the accumulation of weeds, soil erosion, surface drainage, and dust.

Normally, a property that is seeking a grading permit and development waits until the preliminary plat and full construction drawings have been approved. This ensures that all aspects of the development have been reviewed to ensure items like stormwater and utility drainage have been addressed before work begins. Based on this standard, the City does not allow for a grading permit for a property that is " immediate or reasonably imminent development".

Findings:

Recommendation:

Attachments:
1. Southern Shores Clay Extraction Plan
2. 3000 East Haul Route Plan
3. SOUTHERN SHORES CLAY SITE 3162022, 1058 AM -.

From: Cody Larkin <cody9686@gmail.com>
Sent: Wednesday, March 30, 2022 9:07 AM
To: Stephen Nelson
Subject: Fwd: FW: Southern Shores Clay Extraction
Attachments: 3000 East Haul Route Plan.pdf; SOUTHERN SHORES CLAY SITE 3162022, 1058 AM -..png

---------- Forwarded message ---------
From: <cody@slgc.com>
Date: Wed, Mar 30, 2022 at 9:05 AM
Subject: FW: Southern Shores Clay Extraction
To: <stephen@cityofhurricane.com>
CC: Cody Larkin <Cody9686@gmail.com>

From: cody@slgc.com <cody@slgc.com>
Sent: Tuesday, March 29, 2022 9:49 AM
To: 'stephen@cityofhurricane.com' <stephen@cityofhurricane.com>
Cc: Jason Christensen <jason@immaculatehomes.net>; 'mike@cityofhurricane.com' <mike@cityofhurricane.com>; 'Brittany Christensen' <brittany@immaculatehomes.net.>; 'Jeramy Egan' <jeramy@landmarktesting.com>; 'Colt Stratton' <colt.stratton@interstaterock.com>; 'Mark Neilson' <mlninspiron@yahoo.com>
Subject: Southern Shores Clay Extraction

Stephen,

I'm sending this info concerning the clay source we are hoping to access for our project that we spoke about a couple weeks ago. Here are the details on what we would like to do.

1. The subject property where the clay is located is found on the north side of 3000 S and the intersection of 2600 W just West of the property the Water Conservation District has mined to export clay for their various project. It is owned by Glen Mills and is approximately 40+/- acres. Glen is hoping to develop it in the upcoming near future and has found the clay on his site will be difficult to work with structurally. This site will be referred to as the Mill site.

2. There is a 12 acre section of land at the Mill site that the clay is found to be fairly deep. This 12 acre area is marked out in the diagram attached.
3. Our proposal would be to excavate this 12 acre area at the Mill site around 3-4 feet down and relocate the clay from the Mill site to the Southern Shores site where it can be used in the clay core section of the dam. Southern Shores would replace the clay with an equal amount of structural sand from the Southern Shores site where there is an excess. There would be approximately 50,000 cubic yards of clay removed from the Mills site and hauled to the Southern Shores site, and 50,000 cubic yards of sand hauled from the Southern Shores site to the Mills site all at the same time with round trips.
4. The process of transporting these materials between sites would preferably be done on the 2600W ROW which is currently under construction. We have permission from the contractor working on this project to haul down that future roadway as they are constructing. This would allow for all this material to be transported over dirt roads instead of asphalt roads. The only asphalt crossing would be at 3000 W, which we propose to install a temporary stop light for traffic safety. The haul route is shown on one of the attachments to this email. The work would be done by Interstate Rock.

I think this would be beneficial to all parties in the following way:

1. Southern Shores would receive the clay needed for the dam clay core at a nearby location.
2. The clay needed for the project would be hauled within the city on non-asphaltic roads creating minimal impact to the city improved roads.
3. The Mills site would remove unwanted clay from the site and receive acceptable structural material for future development.

Let me know if this is sufficient information for the city council to look at and what we need to do to get it on the meeting for April 7th.

Thanks

Cody Larkin

Desert Lakes

SOUTHERN SHORES

PROPOSED 3000 EAST CROSSING/INTERSECTION TRAFFIC SIGNAL

NOTES:
SIGNAL WILL BE INSTALLED TO MUTCD STANDARDS AND A FULL TRAFFIC CONTROL PLAN WILL BE SUBMITTED TO THE CITY PRIOR TO INSTALLATION

Area to
Remove
Clay
12.5192 acres (US)

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval for staff to process a **grading permit application for off-site grading for the Intermountain Health Care Expansion**. Denny Spencer Agent

Discussion:
Hurricane City Code allows a property owner to see a grading permit prior to any development based on the standards below:

Sec. 10-7-23. - Grading permit by exception.
Notwithstanding any other provision in this title to the contrary, the Zoning Administrator shall be authorized, upon an affirmative vote of the City Council, to issue a grading permit for property not scheduled for immediate or reasonably imminent development upon such terms and conditions as may be deemed necessary by said City Council to guarantee the protection of the property and neighboring properties against problems resulting from such grading, including, but not limited to, the accumulation of weeds, soil erosion, surface drainage, and dust.

Normally, a property that is seeking a grading permit and development waits until the preliminary plat and full construction drawings have been approved. This ensures that all aspects of the development have been reviewed to ensure items like stormwater and utility drainage have been addressed before work begins. Based on this standard, the City does not allow for a grading permit for a property that is " immediate or reasonably imminent development".

Findings:

Recommendation:

Attachments:
1. Grading Permit Dirt Haul off parcel #H-3-1-32-1102

From: Denny Spencer <dspencer@sunroc.com>
Sent: Thursday, March 3, 2022 1:31 PM
To: Stephen Nelson
Subject: Grading Permit/Dirt Haul off parcel #H-3-1-32-1102

Stephen,

I am working on the IHC project across the street from this parcel. I have spoken with one of the owners of this parcel, and we would like to take some material across the street for use on the IHC project. They have told me that they have an approved preliminary design for this parcel that will require some export, and they are looking at starting construction within the next year or so.

My question is what do we need to do to get approval to haul this dirt across the street? Is there some type of a grading permit that needs to be obtained or some other requirements necessary? Please let me know, we would like to get started on this sooner rather than later if it is possible.

Thanks,

SUNROC

Denny Spencer
PROJECT ENGINEER
C 435.522.9055
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CLYDE

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of a r**eimbursement agreement for the Cordero Development**, to provide impact fee vouchers for reimbursement for master plan roadways and waterlines.

Discussion:

Findings:

Recommendation:

Attachments:

1. Cordero Copper Rock Parkway Reimbursement Summary 8-inch WL (1)
2. Cordero Copper Rock Parkway Reimbursement Summary 8-inch WL
3. Cordero 2100 West Reimbursement Summary 8-inch WL
4. 2022.01.18 Addendum 1 DA Cordero v2

Engineers Construction Cost Estimate
Cordero Subdivision, Hurricane Utah

4-Apr-22

Cordero Copper Rock Parkway Water Line Reimbursement Summary

Prepared By: Brant Tuttle P.E. & Alexander Yanez EIT

12-INCH WATER LINE VERSUS 8-INCH WATER LINE

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer:	**River Valley Development, LLC**	Engineer:	**NORTHERN ENGINEERING INC.**
Contact Name:	**Dale Beddo**	Contact Name:	**Brant Tuttle P.E.**
Address		Address	**1040 E. 800 N.**
			OREM, UTAH 84097
Phone:	**435-669-8915**	Phone:	**(801) 802-8992**
email:	beddogolf@gmail.com	email:	btuttle@neiutah.com

400	**CULINARY WATER LINE 12-INCH VERSUS 8-INCH - Westside Phase 1 to Eastside Phase 2**	**Quantity**	**Unit**	**Unit Costs**		**Total**
001a-	12" DI CULINARY WATER MAIN	1425	LF	65.00	$	92,625.00
001b-	8" PVC CULINARY WATER MAIN	1425	LF	50.00	$	71,250.00
					$	***21,375.00***
004a-	12" BUTTERFLY VALVE	2	EA	3500.00	$	7,000.00
004b-	8" GATE VALVE	2	EA	2000.00	$	4,000.00
					$	***3,000.00***
007a-	12" CROSS	1	EA	1300.00	$	1,300.00
007b-	8" CROSS	1	EA	1000.00	$	1,000.00
					$	***300.00***
009a-	12" X 8" TEE	1	EA	1200.00	$	1,200.00
009b-	8" TEE	1	EA	1000.00	$	1,000.00
					$	***200.00***
010a-	12" PLUG	2	EA	1200.00	$	2,400.00
010b-	8" PLUG	2	EA	1000.00	$	2,000.00
					$	***400.00***
		REIMBURSEMENT TOTAL			***$***	***25,275.00***

600	**ROADWAY 14' EXTRA FROM 24' TO 38' ASPHALT - Westside Phase 1 to Eastside Phase 2**	**Quantity**	**Unit**	**Unit Costs**		**Total**
001a-	12" LAYER STRUCTURAL FILL 38' WIDE	2005	CY	10.00	$	20,050.00
001b-	12" LAYER STRUCTURAL FILL 24' WIDE	1266	CY	10.00	$	12,660.00
					$	***7,390.00***
002a-	8" LAYER ROAD BASE 38' WIDE	1337	CY	15.00	$	20,055.00
002b-	8" LAYER ROADBASE 24' WIDE	844	CY	15.00	$	12,660.00
					$	***7,395.00***
003a-	3" LAYER OF ASPHALT 38' WIDE	54150	SF	1.37	$	74,185.50
003b-	3" LAYER OF ASPHALT 24' WIDE	34200	SF	1.37	$	46,854.00
					$	***27,331.50***
		REIMBURSEMENT TOTAL			***$***	***42,116.50***

COPPER ROCK REIMBURSEMENT	***$***	***67,391.50***

Engineers Construction Cost Estimate
Cordero Subdivision, Hurricane Utah

4-Apr-22

Cordero Copper Rock Parkway Water Line Reimbursement Summary

Prepared By: Brant Tuttle P.E. & Alexander Yanez EIT

12-INCH WATER LINE VERSUS 8-INCH WATER LINE

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer:	**River Valley Development, LLC**	Engineer:	**NORTHERN ENGINEERING INC.**
Contact Name:	**Dale Beddo**	Contact Name:	**Brant Tuttle P.E.**
Address		Address	**1040 E. 800 N.**
			OREM, UTAH 84097
Phone:	**435-669-8915**	Phone:	**(801) 802-8992**
email:	beddogolf@gmail.com	email:	btuttle@neiutah.com

400	**CULINARY WATER LINE 12-INCH VERSUS 8-INCH - Westside Phase 1 to Eastside Phase 2**	**Quantity**	**Unit**	**Unit Costs**	**Total**
001a-	12" DI CULINARY WATER MAIN	1425	LF	65.00	$ 92,625.00
001b-	8" PVC CULINARY WATER MAIN	1425	LF	50.00	$ 71,250.00
					$ 21,375.00
004a-	12" BUTTERFLY VALVE	2	EA	3500.00	$ 7,000.00
004b-	8" GATE VALVE	2	EA	2000.00	$ 4,000.00
					$ 3,000.00
007a-	12" CROSS	1	EA	1300.00	$ 1,300.00
007b-	8" CROSS	1	EA	1000.00	$ 1,000.00
					$ 300.00
009a-	12" X 8" TEE	1	EA	1200.00	$ 1,200.00
009b-	8" TEE	1	EA	1000.00	$ 1,000.00
					$ 200.00
010a-	12" PLUG	2	EA	1200.00	$ 2,400.00
010b-	8" PLUG	2	EA	1000.00	$ 2,000.00
					$ 400.00
		REIMBURSEMENT TOTAL			***$ 25,275.00***

Engineers Construction Cost Estimate
Cordero Subdivision, Hurricane Utah

4-Apr-22

Cordero 2100 West Water Line Reimbursement Summary

Prepared By: Brant Tuttle P.E. & Alexander Yanez EIT

12-INCH WATER LINE VERSUS 8-INCH WATER LINE

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer:	**River Valley Development, LLC**	Engineer:	**NORTHERN ENGINEERING INC.**
Contact Name:	**Dale Beddo**	Contact Name:	**Brant Tuttle P.E.**
Address		Address	**1040 E. 800 N.**
			OREM, UTAH 84097
Phone:	**435-669-8915**	Phone:	**(801) 802-8992**
email:	beddogolf@gmail.com	email:	btuttle@neiutah.com

400	**CULINARY WATER LINE 12-INCH VERSUS 8-INCH - 2100 W from NS to Copper Rock Parkway**	**Quantity**	**Unit**	**Unit Costs**		**Total**
001a-	12" DI CULINARY WATER MAIN	6650	LF	65.00	$	432,250.00
001b-	8" PVC CULINARY WATER MAIN	6650	LF	50.00	$	332,500.00
					$	***99,750.00***
004a-	12" BUTTERFLY VALVE	6	EA	3500.00	$	21,000.00
004b-	8" GATE VALVE	6	EA	2000.00	$	12,000.00
					$	***9,000.00***
007a-	12" CROSS	1	EA	1300.00	$	1,300.00
007b-	8" CROSS	1	EA	1000.00	$	1,000.00
					$	***300.00***
008a-	12" X 12" CROSS	1	EA	1300.00	$	1,300.00
008b-	12" X 8" CROSS	1	EA	1100.00	$	1,100.00
					$	***200.00***
009a-	12" X 8" TEE	1	EA	1200.00	$	1,200.00
009b-	8" TEE	1	EA	1000.00	$	1,000.00
					$	***200.00***
010a-	12" PLUG	1	EA	1200.00	$	1,200.00
010b-	8" PLUG	1	EA	1000.00	$	1,000.00
					$	***200.00***
		REIMBURSEMENT TOTAL			***$***	***109,650.00***

600	**ROADWAY 8 FT EXTRA FROM 24 TO 32 ASPAHLT-2100 W from NS to Copper Rock Parkway**					
001a-	12" LAYER STRUCTURAL FILL 32' WIDE	9850	CY	10.00	$	98,500.00
001b-	12" LAYER STRUCTURAL FILL 24' WIDE	8028	CY	10.00	$	80,280.00
					$	***18,220.00***
002a-	8" LAYER ROADBASE 32' WIDE	6600	CY	15.00	$	99,000.00
002b-	8" LAYER ROADBASE 24' WIDE	5380	EA	15.00	$	80,700.00
					$	***18,300.00***
003a-	3" ASPHALT LAYER 32' WIDE	196800	SF	1.37	$	269,616.00
003b-	3" ASPHALT LAYRE 24' WIDE	147600	SF	1.37	$	202,212.00
					$	***67,404.00***
		REIMBURSEMENT TOTAL			***$***	***104,324.00***

400	**CULINARY WATER LINE 12-INCH VS 8-INCH - 2100 W from Copper Rock Parkway to So Phse 1**	**Quantity**	**Unit**	**Unit Costs**		**Total**
001a-	12" DI CULINARY WATER MAIN	800	LF	65.00	$	52,000.00
001b-	8" PVC CULINARY WATER MAIN	800	LF	50.00	$	40,000.00
					$	***12,000.00***
004a-	12" BUTTERFLY VALVE	4	EA	3500.00	$	14,000.00
004b-	8" GATE VALVE	4	EA	2000.00	$	8,000.00
					$	***6,000.00***
007a-	12" CROSS	1	EA	1300.00	$	1,300.00
007b-	8" CROSS	1	EA	1000.00	$	1,000.00
					$	***300.00***
008a-	12" X 12" CROSS	1	EA	1300.00	$	1,300.00
008b-	12" X 8" CROSS	1	EA	1100.00	$	1,100.00
					$	***200.00***
009a-	12" X 8" TEE	1	EA	1200.00	$	1,200.00
009b-	8" TEE	1	EA	1000.00	$	1,000.00
					$	***200.00***
010a-	12" PLUG	1	EA	1200.00	$	1,200.00
010b-	8" PLUG	1	EA	1000.00	$	1,000.00
					$	***200.00***
		REIMBURSEMENT TOTAL			***$***	***18,900.00***

400	CULINARY WATER LINE 12-INCH VS 8-INCH - 2100 W from So Phse 1 to So End Property	Quantity	Unit	Unit Costs		Total
001a-	12" DI CULINARY WATER MAIN	1750	LF	65.00	$	113,750.00
001b-	8" PVC CULINARY WATER MAIN	1750	LF	50.00	$	87,500.00
					$	***26,250.00***
004a-	12" BUTTERFLY VALVE	5	EA	3500.00	$	17,500.00
004b-	8" GATE VALVE	5	EA	2000.00	$	10,000.00
					$	***7,500.00***
007a-	12" CROSS	1	EA	1300.00	$	1,300.00
007b-	8" CROSS	1	EA	1000.00	$	1,000.00
					$	***300.00***
008a-	12" X 12" CROSS	1	EA	1300.00	$	1,300.00
008b-	12" X 8" CROSS	1	EA	1100.00	$	1,100.00
					$	***200.00***
009a-	12" X 8" TEE	1	EA	1200.00	$	1,200.00
009b-	8" TEE	1	EA	1000.00	$	1,000.00
					$	***200.00***
010a-	12" PLUG	2	EA	1200.00	$	2,400.00
010b-	8" PLUG	2	EA	1000.00	$	2,000.00
					$	***400.00***
		REIMBURSEMENT TOTAL			***$***	***34,850.00***

TOTAL 2100 W REIMBURSEMENT	**$**	**233,274.00**

ADDENDUM NO. 1
DEVELOPMENT AGREEMENT
FOR
CORDERO ZONE CHANGE

THIS ADDENDUM NO 1. (this "Addendum") is made and entered into effective as of _____, 2022, by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and River Valley Development, LLC, a Utah limited liability company, hereinafter referred to as "Developer." This is an addendum to that certain Development Agreement For Cordero Zone Change dated as of January 21, 2021 (the "Development Agreement"), relating to the development of approximately 200 acres of land located within the City of Hurricane as more particularly described on EXHIBIT A of the Development Agreement (the "Project" as further outlined in the Development Agreement). All capitalized terms in this Addendum not defined in this Addendum have the meanings ascribed in the Development Agreement (including prior addenda, if any). The City and Developer agree as follows:

1. **Clarification of "Developer".** The opening paragraph of the Development Agreement referenced, incorrectly, "L. Boyd Cook, Cordero, a Utah limited liability company" as the Developer. However, L. Boyd Cook is merely the authorized signer for the actual Developer, which is River Valley Development, LLC, a Utah limited liability company. The "Developer" means River Valley Development, LLC, a Utah limited liability company for all purposes of the Development Agreement, as amended from time to time including, without limitation, by this Addendum.

2. **Electrical Power.** Electrical power to the Project will be provided solely along the 2600 West corridor as per the approved construction drawings.

3. **Secondary Access.** 2600 West, substantially as depicted on the plat attached hereto as Exhibit 1-A (the "Plat"), will serve as the secondary access to and from the Property. Developer will cause the Plat, substantially as attached hereto as Exhibit 1-A, to be fully and finally approved and recorded with the Washington County Recorder, which will result in 2600 West being dedicated to the County. Developer will improve 2600 West to an all-weather standard, which generally means the road will be built of suitable material and in such a way which allows for unrestricted and unaided vehicular movement in all forms of wet or dry weather reasonably anticipated and customary for the road's location, and the City acknowledges that improvement of 2600 West to that all-weather standard will be sufficient for all secondary access requirements for the Project.

4. **Water Lines.** The City has required an 18-inch water lines, and a water loop, as described in the attached Exhibit 1-B. However, the Developer maintains that the demand imposed by the Project does not exceed the service capacity provided by an 8-inch water lines. The Developer agrees to construct the 18-inch water lines, based on the City's agreement to provide reimbursement for the excess capacity in the amount described *below*. The City agrees that the water lines described in the attached Exhibit 1-B are the full and final requirements for any water lines in the Project, and the City will not impose any further or differing requirements relating to water lines in the Project.

5. **Reimbursement for Upsizing.** The City has required that Developer upsize various infrastructure improvements that will serve not only the Project but also additional surrounding property outside of the Project. The City agrees to reimburse the Developer for all costs attributable to excess capacity beyond the capacity needed for the Project, as follows:

    a. Generally. Developer agrees to install those improvements required in connection with the recording of the Plat (the "Improvements"), at Developer's sole cost and expense including, but not limited to, engineering, planning, surveying, design, materials, labor, easements, property and construction costs, which Improvements are also set forth in the public improvement drawings approved by the City for the Project. After Developer installs the Improvements, the City shall promptly approve the Improvements if, after an inspection by the City, the Improvements have been installed in accordance with all current ordinances, requirements, and standards and a warranty bond is posted in accordance with City ordinances. Upon successful completion, approval in writing by the City, and posting of the warranty bond (accompanied by a warranty bond agreement signed by the parties) by Developer, the City shall accept, own, operate, and maintain the Improvements.

    b. 2100 West. The City will reimburse the Developer for the actual cost of all road base and asphalt for the upsizing of 2100 West. The parties agree that the estimated cost for such upsizing of 2100 West, and therefore the reimbursement amount for 2100 West, is $126,644.00 (the "2100 West Reimbursement").

    c. Copper Rock Parkway. The City will reimburse the Developer for the upsizing of Copper Rock Parkway. The parties agree that the estimated cost for such upsizing of Copper Rock Parkway, and therefore the reimbursement amount for Copper Rock Parkway, is $305,367.00 (the "Copper Rock Parkway Reimbursement").

    d. Water Lines. The City will reimburse the Developer for the upsizing of water lines within the Project. The parties agree that the estimated cost for such upsizing of water lines, collectively for all water lines in the entire Project, and therefore the reimbursement amount for all water lines in the entire Project, is $342,600.00 (the "Water Line Reimbursement" and together with the 2100 West Reimbursement and the Copper Rock Parkway Reimbursement, the "Project Reimbursements").

6. **PID.** The City is considering creating a Public Infrastructure District ("PID") relating to the Project and other surrounding land, to finance, among other things, some or all of the Improvements. If a PID, the boundaries of which include some or all of the Project, is created, then the City agrees as follows:

    a. To the extent the City authorizes the PID to issue bonds to finance any infrastructure improvements, the City agrees to cause the PID to issue such bonds and then to use such bond proceeds to purchase all the Improvements from the Developer in exchange for fair value; and

b. To the extent the PID does not issue bonds to finance any infrastructure improvements, or if it does and the bonds are in an amount not sufficient to pay for the full cost of all of the Improvements, then the City agrees to cause the PID to levy a tax assessment to reimburse the Developer for the full cost of the Improvements or the full fair value of the Improvements, whichever is greater.

7. **No PID.** If a PID, the boundaries of which include some or all of the Project, has not been created by the time any of the respective Improvements described in subsections 5.b, 5.c or 5.d have been completed, then the City agrees to each respective Project Reimbursement within 30 days after the date of substantial completion of such Improvement.

8. **Miscellaneous.** All terms of the Development Agreement that conflict with the terms in this Addendum are superseded to the extent of the conflict. Except as expressly amended in this Addendum, the Development Agreement is reinstated, ratified and remains in full force and effect as written.

ACCEPTED AND AGREED TO BY:

CITY OF HURRICANE, a Utah municipal corporation,

_____ **Date Signed**_____
Mayor

ATTEST:

_____
City Recorder

RIVER VALLEY DEVELOPMENT, LLC

By: _____

Printed Name: L. Boyd Cook

Title: CFO and Authorized Signer

HURRICANE CITY
UTAH

STAFF COMMENTS

Ordinance 2022-10: Consideration and possible approval of a proposed **Land Code Use Amendment to Title 10, Chapter 3, Chapter 7, Chapter 41, and Chapter 51 - all regarding ADU's, accessory dwelling units. Hurricane City Planning Applicant**

Discussion:

Findings:

Recommendation:

Attachments:

1. ADU Draft
2. Ordinance 2022-10 ADU Update

10-3-4 DEFINITIONS OF WORDS AND PHRASES

ACCESSORY DWELLING UNIT: A subordinate residential dwelling unit with a separate entrance, kitchen, and full bathroom facilities which is attached or detached to a single-family structure. All accessory dwelling units must meet the requirements of chapter 41 of this title. ~~A subordinate residential dwelling unitliving area created within a single-family dwelling or on the same residential lot as a single-family dwelling which meets the requirements of chapter 41 of this title.~~

10-41-1: PURPOSE:

The purpose of this chapter is to establish use and development regulations for accessory dwelling units. These regulations are intended to ensure that limited use of accessory dwelling units allowed in a residential zone do not disturb the single-family residential character of a neighborhood. (Ord. 2018-04, 4-5-2018)

10-41-2: SCOPE:

The requirements of this chapter shall apply to all accessory dwelling units in single-family zones. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, and other laws. (Ord. 2018-04, 4-5-2018)

10-41-3: PERMITTED USE:

The accessory dwelling units described below shall be allowed as permitted uses in any residential zone, or any other zone in which such uses are permitted uses, subject to the development standards of section 10-41-4 of this chapter. The definition of each use is set forth in chapter 3 of this title.

Accessory dwelling units.

Guesthouse or casita.

Kitchen. (Ord. 2018-04, 4-5-2018)

10-41-4: DEVELOPMENT STANDARDS; PERMITTED USE:

The development standards set forth in this section shall apply to any accessory unit allowed as a permitted use.

A. Definition; Setbacks And Size: An accessory dwelling unit is an accessory use to the main residential dwelling unit. Setbacks and size and lot coverage limitations established for accessory buildings in each zone shall apply.

B. Egress And Life Safety Requirements: The dwelling unit must meet egress and life safety requirements of the International Residential Building Code.

C. Ownership: The owner or an immediate family member of the owner of the main dwelling unit shall reside on the property as their primary residence. For long term

occupancy, the property owner may live in the accessory building or the primary building. Only the accessory building may be used as a short-term rental pursuant to chapter 51 of this code. ~~occupy the main dwelling unit on the residential property as his/hers/their primary residence before an accessory dwelling unit may be rented~~.

D. Limit: ~~Only one accessory dwelling unit and/or casita shall be established on one residential property~~.Only one accessory dwelling unit~~uint~~ and/or casita shall be established on one residential property. Multiple accessory dwelling units shall be allowed by a conditional~~condtional~~ use permit.

E. Entrance: The accessory dwelling unit shall have its own outside entrance.

F. Landscaping: Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for onsite parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

G. Secondary Use: The accessory dwelling unit shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes.

H. Maximum Size, Impervious Surface: The accessory dwelling unit, if it is detached, must meet the size limitations for the zone or have been granted a conditional use permit.

I. Residential Hosting: One~~An~~ detached accessory dwelling unit may be used per residential lot for residential hosting pursuant to the terms of licensing for residential hosting. (Ord. 2018-04, 4-5-2018)

10-41-5: COMPLIANCE WITH DEVELOPMENT STANDARDS:

A. Residential properties with accessory dwelling units found to be in violation of the development standards set forth in section 10-42-4 of this title shall be subject to all applicable remedies set forth in chapter 9 of this title to ensure compliance.

~~B. Residential properties with a restrictive easement that does not permit renting of an accessory dwelling unit must apply to the Planning Department to have that restrictive easement lifted before obtaining a rental permit.~~

C. In order to ensure accessory dwelling units meet the development standards, a permit must be issued by the Planning Department for the rental use of the unit. (Ord. 2017-03, 1-19-2017)

Sec. 10-51-4. Development standards; home bed and breakfast and residential hosting facilities.

The development standards set forth in this section shall apply to all home bed and breakfast and residential hosting facilities.

A. *Location.* home bed and breakfast or a residential hosting facility shall be located in a single family residential structure deemed suitable for habitation.

B. *Guestrooms.* Rentable guestrooms shall be limited to not more than four bedrooms (not to be rented separately and individually), in the primary building or the entirety of a detached ADU for each home bed and breakfast or residential hosting facility in addition to the rooms occupied by the full time residents. Total number of people, including owner, owner's family, and guests occupying the home at one time shall be no more than ten. Maximum occupancy must be posted in each room.

Commented [1]: These changes seem to conflict with the bed in breakfast idea.

C. *Current codes.* Guestrooms must meet current International Residential Code codes for egress and be provided with smoke and CO2 detectors. A fire exiting route plan must be posted in each sleeping room.

D. *Meals.* If meals are offered, meals shall be served only:

1. To overnight guests.

E. *Landscaping.* Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for on site parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

F. *Parking.* Nonfrontage, off street parking shall be provided as follows:

1. Two spaces for owner.

2. One space per guestroom.

3. Parking must be located on the same property as the guestrooms.

4. Tandem parking is permitted for one space only.

5. Off street parking may not be provided within the front yard setback other than the existing driveway. (?)

6. Landscaping is required between parking and adjoining residential properties. (?)

G. *Signs.* Only one sign not larger than one foot by two foot in size may be used to advertise a home bed and breakfast or residential hosting facility. The sign may not be illuminated unless by a single down facing low wattage fixture.

H. *Street standards.* A home bed and breakfast or residential hosting facility shall be located on a street that meets fire code requirements.

I. *Structural modifications.* Structural modifications may not be made to separate sleeping rooms from the remainder of the house without a valid building permit.

J. *Other regulations.* A home bed and breakfast or residential hosting facility is subject to all other applicable sections of this Code, including, but not limited to, building and fire codes, transient lodging facility regulations, and transient room tax requirements.

Sec. 10-7-9. Conditional use permit.

A. *Purpose.* This section sets forth procedures for considering and approving conditional use permits.

B. *Authority.*

1. The Planning Commission is authorized to issue conditional use permits for the following uses:

Agricultural industry.

Agritourism activities.

Animal specialties.

Assisted living facility.

Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.

Greater size than permitted by this Code in all zones except residential and residential agricultural zones.

Metal building in commercial and residential zones.

Multi family in commercial zones.

Public stable.

Reception center.

Recreation and entertainment, outdoor.

2. The Zoning Administrator is authorized to issue conditional use permits for the following uses:

Animals and fowl for recreation and family food production.

Greater size accessory buildings than permitted by this Code in residential zones.

Greater size accessory buildings than permitted by this Code in residential and residential agricultural zones.

Greater height accessory buildings than permitted by this Code in residential and residential agricultural zones.

Multiple accessory dwelling units in residential and commercial zones

C. *Initiation.* A property owner, or the owner's agent, may request a conditional use permit as provided in subsection D1 of this section.

D. *Procedure.* An application for a conditional use permit shall be considered and processed as provided in this subsection.

1. A complete application shall be submitted to the office of the Zoning Administrator in a form established by the administrator along with any fee established by the City's schedule of fees. The application shall include at least the following information:

a. The name, address and telephone number of the applicant and the applicant's agent, if any;

b. The address and parcel identification of the subject property;

c. The zone, zone boundaries and present use of the subject property;

d. A description of the proposed conditional use;

e. A plot plan showing the following:

(1) Applicant's name;

(2) Site address;

(3) Property boundaries and dimensions;

(4) Layout of existing and proposed buildings, parking, landscaping, and utilities; and

(5) Adjoining property lines and uses within 100 feet of the subject property;

f. Traffic impact analysis, if required by the City Engineer or the Planning Commission;

g. A statement by the applicant demonstrating how the conditional use permit request meets the approval standards for the conditional use desired; and

h. Such other and further information or documentation as the Zoning Administrator may deem necessary for proper consideration and disposition of a particular application.

2. After the application is determined to be complete, the Zoning Administrator shall schedule a public meeting before the Planning Commission as provided in section 10-7-4 of this chapter or shall review the application to determine if it meets the standards for an administrative conditional use permit.

3. A staff report evaluating the application shall be prepared by the Zoning Administrator for a conditional use permit that will be reviewed by the Planning Commission.

4. The Planning Commission shall hold a public meeting and shall thereafter approve, approve with conditions, or deny the application pursuant to the standards set forth in subsection E of this section. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with the applicable standards, the conditional use may be denied.

5. After the Planning Commission or Zoning Administrator makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

6. A record of all conditional use permits shall be maintained in the office of the Zoning Administrator.

E. *Approval standards.* The following standards shall apply to the issuance of a conditional use permit:

1. A conditional use permit may be issued only when the proposed use is shown as conditional in the zone where the conditional use will be located, or by another provision of this title.

2. Standards for each use must be reviewed. Specific standards are set forth for each use in subsections E2a through E2~~l~~g of this section:

E2a-E2k removed for brevity

L. Standards for multiple accessory dwelling units in a residential or commercial zone

1. Multiple accessory dwelling units may be permitted based on the lot area of the property at a rate in the table below assuming all other conditions for an accessory dwelling unit are met.

Lot Area	Number of Accessory Dwelling Units
0-0.49 acres	1
0.5 acres and greater	2
~~1-1.49 acres~~	~~3~~
~~1.5 and more acres~~	~~4~~

2. Fifty percent (50%) of the land area on the lot must be free of building
3. A parking plan must be provided that shows adequate off street parking on the lot at a rate of one space per bedroom
4. ~~1.~~ A landscape plan must be provided that shows how buildings will be shielded from other residential lots
5. ~~2.~~ Occupancy plan: no more than ten (10) people can stay in one (1) building
6. Only one (1) accessory dwelling unit can be used as a short term rental. All others must be for long term occupancy or as a guesthouse for non-paying guests.

7. Separate conditional use permits must be received for every accessory building that does not meet the height or size requirements of 10-13-4

F. *Appeal of decision.* Any person adversely affected by a decision of the Planning Commission regarding the transfer, issuance, or denial of a conditional use permit may appeal such decision to the Appeals Board by filing written notice of appeal stating the grounds therefor within 14 days from the date of such decision.

G. *Appeal of decision by Zoning Administrator.* Any decision of the Zoning Administrator regarding the issuance or denial of a conditional use permit, shall, upon request by the applicant within ten days after a determination by the Zoning Administrator, be submitted for a de novo review and decision by the Planning Commission at their next available meeting.

H. *Effect of approval.* A conditional use permit shall not relieve an applicant from obtaining any other authorization or permit required under this title or any other title of this Code.

1. A conditional use permit may be transferred so long as the use conducted thereunder conforms to the terms of the permit.

2. Unless otherwise specified by the Planning Commission and subject to the provisions relating to amendment, revocation or expiration of a conditional use permit, a conditional use permit shall be of indefinite duration and shall run with the land.

I. *Amendment.* The procedure for amending any conditional use permit shall be the same as the original procedure set forth in this section.

J. *Revocation.* A conditional use permit may be revoked as provided in section 10-9-6 of this title.

1. In addition to the grounds set forth in section 10-9-6 of this title, any of the following shall be grounds for revocation:

a. The use for which a permit was granted has ceased for one year or more;

b. The holder or user of a permit has failed to comply with the conditions of approval or any City, state, or federal law governing the conduct of the use;

c. The holder or user of the permit has failed to construct or maintain the site as shown on the approved site plan, map, or other approval materials; or

d. The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

2. No conditional use permit shall be revoked against the wishes of the holder or user of the permit without first giving such person an opportunity to appear before the Planning Commission and show cause as to why the permit should not be revoked or the conditions amended. Revocation of a permit shall not limit the City's ability to initiate or complete other legal proceedings against the holder or user of the permit.

K. *Expiration.* A conditional use permit shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the permit is not commenced within one year after approval.

(Ord. No. 2021-05 , 6-3-2021)

Ordinance No. 2022-10

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTION 10-3-4 CHAPTERS 10-41, 10-51 AND 10-7 OF THE HURRICANE CITY CODE.

WHEREAS, the City Council of Hurricane, Utah has previously approved accessory dwelling units in all residential zones throughout the city.

WHEREAS, Hurricane City is currently facing a shortage of affordable housing and accessory dwelling units are a way to alleviate some of the shortage

WHEREAS, the City Council now finds it necessary and desirable to amend said ordinances with regards to accessory dwelling units in order to provide for the health safety and welfare of the city residents

WHEREAS the Planning Commission of Hurricane Utah has recommended the following changes to the Hurricane City Code

BE IT HEREBY ORDAINED by the City Council of Hurricane Utah that Section 10-3-4 and Chapters 10-41, 10-51 and 10-7 of the Hurricane City Code be, and is hereby, amended to read as follows

10-3-4 DEFINITIONS OF WORDS AND PHRASES

ACCESSORY DWELLING UNIT: A subordinate residential dwelling unit with a separate entrance, kitchen, and full bathroom facilities which is attached or detached to a single-family structure. All accessory dwelling units must meet the requirements of chapter 41 of this title.

10-41-1: PURPOSE:

The purpose of this chapter is to establish use and development regulations for accessory dwelling units. These regulations are intended to ensure that limited use of accessory dwelling units allowed in a residential zone do not disturb the single-family residential character of a neighborhood. (Ord. 2018-04, 4-5-2018)

10-41-2: SCOPE:

The requirements of this chapter shall apply to all accessory dwelling units in single-family zones. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, and other laws. (Ord. 2018-04, 4-5-2018)

10-41-3: PERMITTED USE:

The accessory dwelling units described below shall be allowed as permitted uses in any residential zone, or any other zone in which such uses are permitted uses, subject to the development standards of section 10-41-4 of this chapter. The definition of each use is set forth in chapter 3 of this title.

Accessory dwelling units.

Guesthouse or casita.

Kitchen. (Ord. 2018-04, 4-5-2018)

10-41-4: DEVELOPMENT STANDARDS; PERMITTED USE:

The development standards set forth in this section shall apply to any accessory unit allowed as a permitted use.

A. Definition; Setbacks And Size: An accessory dwelling unit is an accessory use to the main residential dwelling unit. Setbacks and size and lot coverage limitations established for accessory buildings in each zone shall apply.

B. Egress And Life Safety Requirements: The dwelling unit must meet egress and life safety requirements of the International Residential Building Code.

C. Ownership: The owner or an immediate family member of the owner of the main dwelling unit shall reside on the property as their primary residence. For long term occupancy, the property owner may live in the accessory building or the primary building. Only the accessory building may be used as a short-term rental pursuant to chapter 51 of this code. .

D. Limit:.Only one accessory dwelling unit and/or casita shall be established on one residential property. Multiple accessory dwelling units shall be allowed by a conditional use permit.

E. Entrance: The accessory dwelling unit shall have its own outside entrance.

F. Landscaping: Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for onsite parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

G. Secondary Use: The accessory dwelling unit shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes.

H. Maximum Size, Impervious Surface: The accessory dwelling unit, if it is detached, must meet the size limitations for the zone or have been granted a conditional use permit.

I. Residential Hosting: One detached accessory dwelling unit may be used per residential lot for residential hosting pursuant to the terms of licensing for residential hosting. (Ord. 2018-04, 4-5-2018)

10-41-5: COMPLIANCE WITH DEVELOPMENT STANDARDS:

A. Residential properties with accessory dwelling units found to be in violation of the development standards set forth in section 10-42-4 of this title shall be subject to all applicable remedies set forth in chapter 9 of this title to ensure compliance.

B. In order to ensure accessory dwelling units meet the development standards, a permit must be issued by the Planning Department for the rental use of the unit. (Ord. 2017-03, 1-19-2017)

Sec. 10-51-4. Development standards; home bed and breakfast and residential hosting facilities.

The development standards set forth in this section shall apply to all home bed and breakfast and residential hosting facilities.

A. *Location.* home bed and breakfast or a residential hosting facility shall be located in a single family residential structure deemed suitable for habitation.

B. *Guestrooms.* Rentable guestrooms shall be limited to not more than four bedrooms, in the primary building or the entirety of a detached ADU for each home bed and breakfast or residential hosting facility in addition to the rooms occupied by the full time residents. Total number of people, including owner, owner's family, and guests occupying the home at one time shall be no more than ten. Maximum occupancy must be posted in each room.

C. *Current codes.* Guestrooms must meet current International Residential codes for egress and be provided with smoke and CO2 detectors. A fire exiting route plan must be posted in each sleeping room.

D. *Meals.* If meals are offered, meals shall be served only:

1. To overnight guests.

E. *Landscaping.* Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for on site parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

F. *Parking.* Nonfrontage, off street parking shall be provided as follows:

1. Two spaces for owner.

2. One space per guestroom.

3. Parking must be located on the same property as the guestrooms.

4. Tandem parking is permitted for one space only.

5. Off street parking may not be provided within the front yard setback other than the existing driveway.

6. Landscaping is required between parking and adjoining residential properties.

G. *Signs.* Only one sign not larger than one foot by two foot in size may be used to advertise a home bed and breakfast or residential hosting facility. The sign may not be illuminated unless by a single down facing low wattage fixture.

H. *Street standards.* A home bed and breakfast or residential hosting facility shall be located on a street that meets fire code requirements.

I. *Structural modifications.* Structural modifications may not be made to separate sleeping rooms from the remainder of the house without a valid building permit.

J. *Other regulations.* A home bed and breakfast or residential hosting facility is subject to all other applicable sections of this Code, including, but not limited to, building and fire codes, transient lodging facility regulations, and transient room tax requirements.

Sec. 10-7-9. Conditional use permit.

A. *Purpose.* This section sets forth procedures for considering and approving conditional use permits.

B. *Authority.*

1. The Planning Commission is authorized to issue conditional use permits for the following uses:

Agricultural industry.

Agritourism activities.

Animal specialties.

Assisted living facility.

Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.

Greater size than permitted by this Code in all zones except residential and residential agricultural zones.

Metal building in commercial and residential zones.

Multi family in commercial zones.

Public stable.

Reception center.

Recreation and entertainment, outdoor.

2. The Zoning Administrator is authorized to issue conditional use permits for the following uses:

Animals and fowl for recreation and family food production.

Greater size accessory buildings than permitted by this Code in residential zones.

Greater size accessory buildings than permitted by this Code in residential and residential agricultural zones.

Greater height accessory buildings than permitted by this Code in residential and residential agricultural zones.

Multiple accessory dwelling units in residential and commercial zones

C. *Initiation.* A property owner, or the owner's agent, may request a conditional use permit as provided in subsection D1 of this section.

D. *Procedure.* An application for a conditional use permit shall be considered and processed as provided in this subsection.

1. A complete application shall be submitted to the office of the Zoning Administrator in a form established by the administrator along with any fee established by the City's schedule of fees. The application shall include at least the following information:

a. The name, address and telephone number of the applicant and the applicant's agent, if any;

b. The address and parcel identification of the subject property;

c. The zone, zone boundaries and present use of the subject property;

d. A description of the proposed conditional use;

e. A plot plan showing the following:

(1) Applicant's name;

(2) Site address;

(3) Property boundaries and dimensions;

(4) Layout of existing and proposed buildings, parking, landscaping, and utilities; and

(5) Adjoining property lines and uses within 100 feet of the subject property;

f. Traffic impact analysis, if required by the City Engineer or the Planning Commission;

g. A statement by the applicant demonstrating how the conditional use permit request meets the approval standards for the conditional use desired; and

h. Such other and further information or documentation as the Zoning Administrator may deem necessary for proper consideration and disposition of a particular application.

2. After the application is determined to be complete, the Zoning Administrator shall schedule a public meeting before the Planning Commission as provided in section 10-7-4 of this chapter or shall review the application to determine if it meets the standards for an administrative conditional use permit.

3. A staff report evaluating the application shall be prepared by the Zoning Administrator for a conditional use permit that will be reviewed by the Planning Commission.

4. The Planning Commission shall hold a public meeting and shall thereafter approve, approve with conditions, or deny the application pursuant to the standards set forth in subsection E of this section. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with the applicable standards, the conditional use may be denied.

5. After the Planning Commission or Zoning Administrator makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

6. A record of all conditional use permits shall be maintained in the office of the Zoning Administrator.

E. *Approval standards.* The following standards shall apply to the issuance of a conditional use permit:

1. A conditional use permit may be issued only when the proposed use is shown as conditional in the zone where the conditional use will be located, or by another provision of this title.

2. Standards for each use must be reviewed. Specific standards are set forth for each use in subsections E2a through E2l of this section:

E2a-E2k removed for brevity

L. Standards for multiple accessory dwelling units in a residential or commercial zone

1. Multiple accessory dwelling units may be permitted based on the lot area of the property at a rate in the table below assuming all other conditions for an accessory dwelling unit are met.

Lot Area	Number of Accessory Dwelling Units
0-0.49 acres	1
0.5 acres and greater	2

2. Fifty percent (50%) of the land area on the lot must be free of building
3. A parking plan must be provided that shows adequate off street parking on the lot at a rate of one space per bedroom
4. A landscape plan must be provided that shows how buildings will be shielded from other residential lots
5. Occupancy plan: no more than ten (10) people can stay in one (1) building
6. Only one (1) accessory dwelling unit can be used as a short term rental. All others must be for long term occupancy or as a guesthouse for non-paying guests.

7. Separate conditional use permits must be received for every accessory building that does not meet the height or size requirements of 10-13-4

F. *Appeal of decision.* Any person adversely affected by a decision of the Planning Commission regarding the transfer, issuance, or denial of a conditional use permit may appeal such decision to the Appeals Board by filing written notice of appeal stating the grounds therefor within 14 days from the date of such decision.

G. *Appeal of decision by Zoning Administrator.* Any decision of the Zoning Administrator regarding the issuance or denial of a conditional use permit, shall, upon request by the applicant within ten days after a determination by the Zoning Administrator, be submitted for a de novo review and decision by the Planning Commission at their next available meeting.

H. *Effect of approval.* A conditional use permit shall not relieve an applicant from obtaining any other authorization or permit required under this title or any other title of this Code.

1. A conditional use permit may be transferred so long as the use conducted thereunder conforms to the terms of the permit.

2. Unless otherwise specified by the Planning Commission and subject to the provisions relating to amendment, revocation or expiration of a conditional use permit, a conditional use permit shall be of indefinite duration and shall run with the land.

I. *Amendment.* The procedure for amending any conditional use permit shall be the same as the original procedure set forth in this section.

J. *Revocation.* A conditional use permit may be revoked as provided in section 10-9-6 of this title.

1. In addition to the grounds set forth in section 10-9-6 of this title, any of the following shall be grounds for revocation:

a. The use for which a permit was granted has ceased for one year or more;

b. The holder or user of a permit has failed to comply with the conditions of approval or any City, state, or federal law governing the conduct of the use;

c. The holder or user of the permit has failed to construct or maintain the site as shown on the approved site plan, map, or other approval materials; or

d. The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

2. No conditional use permit shall be revoked against the wishes of the holder or user of the permit without first giving such person an opportunity to appear before the Planning Commission and show cause as to why the permit should not be revoked or the conditions

amended. Revocation of a permit shall not limit the City's ability to initiate or complete other legal proceedings against the holder or user of the permit.

K. *Expiration.* A conditional use permit shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the permit is not commenced within one year after approval.

(Ord. No. 2021-05 , 6-3-2021)

HURRICANE CITY
UTAH

STAFF COMMENTS

Ordinance 2022-11: Consideration and possible approval of a **Land Code Use Amendment to adopt Water Conservation standards** within Title 10 Chapter 39 - Subdivisions, Chapter 32 - Landscaping and Screening, Chapter 23 - Planned Development Overlay, and Chapter 33 - Design and Compatibility Standards.

Discussion:

Findings:

Recommendation:

Attachments:

1. PC Water Conservation Recomendation
2. Copy of DRAFT landscape ordinance 011922
3. Copy of Hurricane Water Dept_20220203_094118 (1)
4. Copy of Hurricane Water Use Information
5. Copy of Ordinance Recommendations ZR Sept 2021 (1)
6. Copy of SUHBA_Position Paper_Water _020922_Officials
7. Copy of WCWCD Ordinance

PLANNING COMMISSION RECOMMENDATION FOR WATER CONSERVATION WITHIN HURRICANE

WHEREAS, water is a limited resource within Hurricane City and Southern Utah; and

WHEREAS, the City has been given a stewardship over these resources; and

WHEREAS, the Washington County Water Conservancy District has provided a recommendation for the City to consider for conserving water; and

WHEREAS, Hurricane City Water Board has recommended that the City review these policies but only adopt those that are in the best interest of the residents of the City; and

WHEREAS, Hurricane City Planning Commission has reviewed the proposed recommendation and generally finds them incapable with needs of the current and future residents within the City; and

WHEREAS, the Planning Commission wants to protect the rights of property owners within the City; and

WHEREAS, the Planning Commission wants to maintain a high quality of life for those who live, work, and play within the City by allowing property owners to choose to take water conservation steps that meet their needs; and

WHEREAS, the Planning Commission believes that placing limitations on lawn sizes for residential lots will reduce the quality of life and the health of families that reside within the City– and that placing any such limitations, regardless of the apparent reasonableness of the size limitations, will open the door to future, more severe restrictions that will not be in the best interest of the community; and

WHEREAS, water consumption levels have dropped within Washington County by current conservation measures; and

WHEREAS, the Planning Commission believes that providing incentives and education are the best conservation measures; and

WHEREAS, property owners, contractors, and home builders are already taking many steps as recommended by the conservancy district.

THEREFORE, THE HURRICANE CITY PLANNING COMMISSION MAKES THE FOLLOWING RECOMMENDATION TO THE CITY COUNCIL

1. The following sections be adopted in Hurricane City Code 10-32-11 Water Conservation:

A. Commercial, Industrial, and Civic Development: All new construction and new development in all commercial, industrial, and civic development in any zone, shall meet the Landscape Design Standards and Irrigation Design Standards of this ordinance. This ordinance shall not apply to any new or existing agricultural uses in any zone.

1. Grass is not permitted outside of an active recreation area. In addition, grass is prohibited in park strips, all landscape areas less than eight feet wide, and on any slope that exceeds 15%.

2. Landscape and irrigation installers shall follow the plans that have been signed and approved by the city.

3. Each project shall propose and follow an approved Planting Plan of a landscaped area with water-efficient shade trees and bushes adequate in number and configuration to visually enhance the project, prevent heat islands, and prevent soil erosion. Planting plans shall meet the minimum standards within this ordinance.

4. If City provided secondary irrigation water is available, each project shall connect to the system for all outdoor water use. The Planning Commission may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

5. Parkstrips: Grass is prohibited in all park strips. Parks strips shall be maintained by the adjacent property owner unless otherwise maintained by an owners association. Park strips widths and landscaping shall count towards commercial and industrial landscaping frontage requirements.

B. All new construction and new development in residential development in any zone, shall meet the Landscape Design Standards and Irrigation Design Standards of this ordinance.

1. Common Areas: If the development has a common area jointly owned and maintained by a homeowners association, grass is not permitted outside of an active recreation area. In addition, grass is prohibited in park strips..

2. Parkstrips: Grass is prohibited in all park strips.

THEREFORE THE PLANNING COMMISSION RECOMMENDS THAT THE CITY COUNCIL ADOPT THE ORDINANCE REVISIONS SET FORTH HEREIN AND REJECT THE REMAINING RECOMMENDATIONS MADE BY THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT.

Recommendation made on March 3, 2022

ORDINANCE NO. 20__-_____

AN ORDINANCE ADOPTING AND IMPLEMENTING REGULATIONS FOR LANDSCAPING AND WATER CONSERVATION FOR DEVELOPING LAND IN _____ CITY, UTAH

RECITALS AND LEGISLATIVE FINDINGS

WHEREAS, Washington County is one of the most arid and fastest growing regions in Utah with all its major population centers dependent on a single water resource that is prone to drought, so it is essential that additional water conservation initiatives are enacted to protect the county's population, economy and quality of life;

WHEREAS, _____ City, in partnership with Washington County and the Washington County Water Conservancy District, want to establish uniform standards for water efficient new development, to address limited water supplies, drought conditions, and the sustainability of future water resources;

WHEREAS, _____ City, Washington County, and the Washington County Water Conservancy District want to ensure that the City and its residents continue to have a reliable, resilient, and sustainable water supply;

WHEREAS, establishing standards for all new construction including single family residential, multi-family residential, commercial, and manufacturing development will help sustain a reliable and resilient water supply to all residents;

WHEREAS, it is in the public interest to conserve the public's water resources and to promote water efficient construction and landscaping to protect and enhance the community's environmental, economic, recreational, and aesthetic resources by promoting efficient use of water in our community's buildings and landscapes, reduce water waste, and establish a structure for designing, installing, and maintaining water efficient buildings and landscapes throughout the City;

WHEREAS, establishing standards for the use of water for outdoor landscaping and irrigation will help sustain a reliable and resilient water supply to all residents;

WHEREAS, carefully managing the county's water resources is of great importance to our community for the protection of present and future citizens;

WHEREAS, this proposed ordinance is necessary and proper for the safety, peace and good order of the City and its citizens; and

WHEREAS, this proposed ordinance is necessary for the preservation and longevity of these lands.

NOW THEREFORE, be it ordained by the City Council of _____, Utah that the attached standards and regulations are adopted, and shall be incorporated into the ordinances of the City, as Title ___, Chapters ___ through ___. This Ordinance shall become effective on the date executed below and upon posting as required by law.

APPROVED AND ADOPTED this ___ day of _____, 20__.

_____ City

_____

ATTEST:

_____

Approved as to Form:

_____

_____ City Attorney

DRAFT

TITLE ___

CHAPTER 1: GENERAL PROVISIONS

__-1-1: SHORT TITLE

__-1-2: CONFLICT

__-1-3: APPLICABILITY

The provisions of this title are applicable to all new construction, development and major landscape improvements in the city. The provisions of this ordinance are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of this ordinance or their applicability to other persons or circumstances.

CHAPTER 2: DEFINITIONS

__-2-1: DEFINITIONS

The following definitions shall apply to this ordinance:

Active Recreation Area: An area that is dedicated to active play where grass may be used as the playing surface. Examples of active recreation areas include sports fields, play areas, and other similar uses designated for physical activity.

Check Valve: A device used in sprinkler heads or pipe to prevent water from draining out of the pipe through gravity flow.

Controller: A device used in irrigation systems to automatically control when and how long sprinklers or drip irrigation systems operate.

Drip Irrigation: An irrigation system that delivers water by adding water at the plant's base and root zone, usually measured in gallons per hour. Drip irrigation exhibits a droplet, trickle, umbrella or short stream pattern, to reduce evaporation, overspray, and water use, and improving water conservation.

Drip Emitter: A drip irrigation fitting that delivers water slowly at the root zone of the plant, usually measured in gallons per hour.

Grading Plan: The grading plan shows all finish grades, spot elevations, drainage as necessary, and new and existing contours with the developed landscaped area.

Grass: A surface layer of earth containing mowed grass with its roots.

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Ground Cover: Material planted in such a way as to form a continuous cover over ground that can be maintained at a height no more than twelve (12) inches.

Hardscape: Elements of landscape constructed from non-living materials such as concrete, boulders, brick, blacktop, and lumber. It includes patios, decks, and paths, but does not include driveways and sidewalks.

Hydrozone: Portion of landscape area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

Irrigation Plan: A plan that shows the components of the irrigation system with water meter size, backflow prevention, precipitation rates, flow rate, and operating pressure for each irrigation circuit, and identification of all irrigation equipment.

Irrigation Runoff: Irrigation water that is not absorbed by the soil or landscape area to which it is applied, and that flows onto other areas.

Landscape Architect: A person who holds a professional license to practice landscape architecture in the state of Utah. Per State Code, licensed landscape architects, licensed architects, licensed land surveyors, and licensed engineers can professionally stamp plans that fall under the practice of landscape architecture. This includes commercial landscape and irrigation plans.

Landscape Area: Area within a lot or parcel that is not the home footprint, driveway, sidewalk or patio.

Landscape Designer: A person who may or may not hold professional certificates for landscape design/architecture, and who generally focuses on residential design and horticultural needs of home landscapes. Landscape designers cannot legally create commercial landscape plans.

Landscape Documentation Package: The documentation of graphic and written criteria, specifications, and detailed plans to arrange and modify the effects of natural features to comply with the provisions of this ordinance. The Landscape Documentation Package shall include a project data sheet, a site plan, a planting plan, an irrigation plan, construction details, and a grading plan.

Landscape or Landscaping: Any combination of berms; living plants, such as trees, shrubs, vines, ground covers, annuals, perennials, ornamental grass, or seeding; natural features such as rock, stone, or bark chips; and structural features, including but not limited to outdoor artwork, screen walls, fences or benches that create an attractive and pleasing environment.

Landscape or Landscaping Maintenance: Maintaining or keeping any landscaping, or any area required to be landscaped:

A. In a live and thriving condition, with consideration for normal growth and water needs; and

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B. Fertilized, mowed, trimmed, edged, mulched and free from weeds, dead plants, litter, refuse, or debris in compliance with regionally accepted horticultural practice and city ordinances.

Landscape Plan: A plan that clearly and accurately identifies the location and species of new and existing trees, shrubs, ground covers, and other plants on a site, and any other landscape element, and includes an irrigation plan.

Mulch: Any organic material such as leaves, bark, wood chips, straw; inorganic material such as crushed stone or gravel; other materials left loose and applied to the soil surface for the beneficial purpose of controlling weeds and conserving soil moisture.

Park Strip: A typically narrow landscaped area located between the back-of-curb and sidewalk.

Plant List: A list of locally adaptable and environmentally sustainable plants for compliant Planting Plans as provided by the Washington County Water Conservancy District.

Planting Plan: A Planting Plan that clearly and accurately identifies the type, size, and locations for new and existing trees, shrubs, planting beds, ground covers, grass areas, driveways, sidewalks, hardscape features, and fences.

Precipitation Rate: The depth of water applied to a given area, usually measured in inches per hour.

Pressure Regulating Valve: A valve installed in an irrigation mainline that reduces a higher supply pressure at the inlet down to a regulated lower pressure at the outlet.

Pressure Compensating: A drip irrigation system that compensates for fluctuating water pressure by only allowing a fixed volume of water through drip emitters.

Rehabilitated Landscaping: Landscape area in which over 50% percent of existing landscaping is removed and replaced. Includes all landscaping funded in part, or completely, by Washington County Water Conservancy District's landscape conversion program.

Secondary Irrigation Water: Non-potable water that is untreated and used for irrigation of outdoor landscaping.

Slope: A vertical rise in feet measured over a horizontal distance, expressed as a percentage, measured generally at right angles to contour lines.

Water-Conserving Plant: A plant that can generally survive with available rainfall once established, with possible supplemental irrigation needed or desirable during spring and summer months or during drought periods.

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CHAPTER 3: SINGLE FAMILY AND MULTIPLE FAMILY RESIDENTIAL WATER EFFICIENCY STANDARDS

These provisions are applicable to all new construction, and new development in any residential zone, or for any single family or multiple family residential development in any zone.

__-3-1: Construction Standards

A. New single family or multiple family residential dwellings 1,000 square feet or greater shall install hot water recirculation systems, unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water.

B. New single family or multiple family residential dwellings shall install WaterSense labeled fixtures, including, but not limited to faucets, showerheads, toilets, and urinals.

C. New single family or multiple family residential dwellings shall install Energy Star qualified appliances.

Commented [SN1]: Council is concerned about these items about lowering the quality of life issues.

D. All multiple family units with ground floor square footage or individually platted, shall be separately metered, submetered, or equipped with alternative technology capable of tracking the water use of the individual unit, and the information shall be made available to the resident of each unit. Individually platted condominium units are excepted if a property owners association owns and maintains the water lines and meters. All multiple family projects require separate water meters for all outdoor water usage, including landscaping.

__-3-2: Landscape Standards

Commented [SN2]: What about water pasture land for animals grazing. Any exception for large farm parcels.

A. For all new residential construction or development, the landscaping shall meet the following requirements:

1. Single Family Dwellings, and Multiple Family Dwelling Projects with Ten Units or Less:

a. The total grass area shall not exceed the following:

Lot size	Maximum grass
Up to 6,000 sf	750 sf
Up to 12,000 sf	1,000 sf
Up to 18,000 sf	1,250 sf
Up to 24,000 sf	1,500 sf
More than 24,000 sf	2,000 sf

Commented [SN3]: Can be very difficult. Bermuda Grass as an alternative.

Commented [SN4]: Calculate what lot sizes. Offer rebates for smart water irrigation systems.

b. In addition, grass is prohibited in park strips, all landscape areas less than eight feet wide, and on any slope that exceeds 15%; and

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c. Each single dwelling shall have a minimum of two water-efficient shade trees with a minimum one-and-one-half-inch (1½") caliper trunk. Each multiple family development with ten units or less shall follow city approved landscape plans for number of shade trees.

2. Multiple Family Dwelling Projects with More than Ten Units: Comply with the Landscape Standards in __-4-2, below.

__-3-3: Restrictive Covenants in Conflict with Water Efficiency Standards

Any homeowners or property owners association governing documents, such as bylaws, operating rules, covenants, conditions, and restrictions that govern the operation of a common interest development, recorded after passage of this ordinance, are void and unenforceable if they conflict with the water efficiency standards in this ordinance, or if they have the effect of prohibiting or restricting compliance with this ordinance.

CHAPTER 4: NONRESIDENTIAL ZONES AND DEVELOPMENT WATER EFFICIENCY STANDARDS

These provisions are applicable to all new construction and new development in all nonresidential zones, and nonresidential development in any zone.

__-4-1: Construction Standards

A. Hot water recirculation systems shall be installed, unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water.

B. WaterSense labeled fixtures shall be installed, including, but not limited to faucets, showerheads toilets, and urinals.

C. Energy Star qualified appliances shall be installed.

D. All shell units with ground floor square footage, or individually platted, shall be separately metered, submetered, or equipped with alternative technology capable of tracking the water use of the individual unit, and the information shall be made available to the individual unit. Individually platted condominium units are excepted if a property owners association owns and maintains the water lines and meters. All nonresidential projects require separate water meters for all outdoor water usage, including landscaping.

E. All carwash projects shall recirculate and limit the maximum amount of water to 35 gallons per vehicle washed.

Commented [SN5]: Enforcement. Maybe ways to provide incentives

Commented [SN6]: Is this legal? It seems like it would be questioned.

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F. Exterior, decorative water features are prohibited, except up to five decorative water features with 50 gallon or less capacity and maintained recirculating pumps.

G. All golf courses using water district or municipal water supplies shall irrigate with secondary irrigation water and shall have separate water meters for the golf course. Irrigation with potable water is prohibited. Each golf course development shall submit and follow a water budget with the Landscape Documentation Packet and identify water conservation measures for city approval.

H. Outside misting systems shall only operate during the May through August time period where the daily high temperature is 90 degrees Fahrenheit or greater.

__-4-2: Landscape Standards

A. All new construction and new development in all nonresidential zones, and nonresidential development in any zone, shall meet the Landscape Design Standards and Irrigation Design Standards of this ordinance.

1. Grass is not permitted outside of an active recreation area. In addition, grass is prohibited in park strips, all landscape areas less than eight feet wide, and on any slope that exceeds 15%.

2. Landscape and irrigation installers shall follow the plans that have been signed and approved by the city.

3. Each project shall propose and follow an approved Planting Plan that has a minimum of 40% vegetative cover of a landscaped area with water-efficient shade trees and bushes adequate in number and configuration to visually enhance the project, prevent heat islands, and prevent soil erosion. The configuration of the vegetation in the Planting Plan is in the sole discretion of the city.

4. If secondary irrigation water is available, each project shall connect to the system for all outdoor water use. A city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

B. Required Documentation

1. Landscape Documentation Package: A copy of a Landscape Documentation Package shall be submitted to and approved by the city prior to the issue of any building permit. A copy of the approved Landscape Documentation Package shall be provided to the property owner or site manager. The Landscape Documentation Package shall be prepared by a professional landscape architect (PLA) and shall consist of the following items:

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a. Project Data Sheet containing the following:

   i. Project name and address;

   ii. Applicant or applicant agent's name, address, phone number, and email address;

   iii. Landscape architect's name, address, phone number, and email address; and

   iv. Landscape contractor's name, address, phone number and email address, if available at this time.

b. Planting Plan. A detailed Planting Plan shall be drawn at a scale that clearly identifies the following:

   i. Location of all plant materials, a legend with common and botanical names, and size of plant materials;

   ii. Property lines and street names;

   iii. Existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;

   iv. Existing trees and plant materials to be removed or retained;

   v. Scale: graphic and written;

   vi. Date of design;

   vii. Designation of hydrozones, and

   viii. Details and specifications for tree staking, soil preparation, and other planting work.

c. Irrigation Plan. A detailed irrigation plan shall be drawn at the same scale as the Planting Plan and contain the following information:

   i. Layout of the irrigation system and a legend summarizing the type and size of all components of the system, including manufacturer name and model numbers;

   ii. Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;

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iii. Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with irrigation equipment (i.e., sprinklers, drip emitters, bubblers, etc.); and

iv. Installation details for irrigation components.

d. Grading Plan. A grading plan shall be drawn at the same scale as the Planting Plan and shall contain the following information:

i. Property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements; and

ii. Existing and finished contour lines and spot elevations as necessary for the proposed site improvements, as well as drainage.

2. Plan Review, Construction Inspection, and Post-Construction Monitoring.

a. As part of the building permit approval process, a copy of the Landscape Documentation Package shall be submitted with a city provided pre-submittal checklist completed to initiate a review and approval process before construction begins.

b. All installers and designers shall meet state and local license, insurance, and bonding requirements, and be able to show proof of such.

c. During construction, site inspection of the landscaping may be performed by the city Building Inspection Department or other entity tasked with approvals.

d. Following construction, and prior to issuing an occupancy permit, an inspection shall be scheduled with the Building Inspection Department or other appointed entity to verify compliance with the approved landscape plans. The Certificate of Substantial Completion shall be completed by the property owner, developer, contractor or landscape architect and submitted to the city.

e. The city or other appointed entity reserves the right to perform site inspections at any time before, during or after the irrigation system and landscape installation, and to require corrective measures if requirements of this ordinance are not satisfied.

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CHAPTER 5: LANDSCAPE AND IRRIGATION DESIGN STANDARDS FOR ALL NEW DEVELOPMENT IN ANY ZONE

10-5-1: Plant Selection

Plants shall be well-suited to the microclimate and soil conditions at the project site. Native, locally adaptable and environmentally sustainable plants are acceptable. See the Washington County Water Conservancy District's recommended plant list on wcwcd.org. Plants with similar water needs shall be grouped together as much as possible into hydrozones for efficient irrigation. Invasive plant species as identified by the city shall not be planted.

A. Areas with slopes greater than 15% shall be landscaped with deep-rooting, water-conserving plants that do not include grass.

B. Park strips and other landscaped areas less than eight (8) feet wide shall be landscaped with water-conserving plants and/or mulch that do not include grass.

10-5-2: Tree Selection

Tree species shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance. Trees shall be suited for water-efficient landscapes. Trees shall be selected and planted in accordance with the following city guidance:

A. Broad canopy trees shall be selected where shade or screening of tall objects is desired;

B. Low-growing trees shall be selected for spaces under utility wires;

C. Select trees from which lower branches will be trimmed to maintain a healthy growth habit where visual clearance and natural surveillance is a concern;

D. Narrow or columnar trees shall be selected for small spaces, or where awnings or other building features limit growth, or where greater visibility is desired between buildings and the street for natural surveillance;

E. Tree placement shall provide canopy cover (shade) and avoid conflicts with existing trees, retaining walls, above and below ground utilities, lighting, and other obstructions; and

Trees shall be irrigated on a separate hydrozone as needed for efficient irrigation and allow for watering under water-shortage conditions when other plant material may not be watered due to drought conditions.

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__-5-3: Irrigation Design Standards

A. Pressure Regulation. A pressure regulating valve shall be installed by the builder or developer, and maintained by the owner, if the static service pressure exceeds 90 pounds per square inch (psi). The pressure-regulating valve shall be located between the meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the sprinklers.

B. Irrigation Controller. It is required that landscaped areas use a WaterSense labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities and have memory retention capability to retain pre-programmed irrigation schedules. Sites are not exempt from water waste prohibitions.

C. Each valve shall irrigate a landscape with a similar site, slope and soil conditions, and plant materials with similar watering needs. Grass, trees and non-grass areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.

D. Low-volume irrigation equipment (i.e., drip emitters, bubblers) shall be provided for each tree.

E. Drip irrigation shall be used to irrigate plants in non-grass areas. Spray head to drip conversion for rehabilitated landscape sites may be acceptable with city approval of Irrigation Plans.

F. High conservation efficiency spray nozzles are required for sprinkler applications.

G. Sprinkler heads shall have matched precipitation rates with each control valve circuit.

H. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.

I. Check valves are required. Pressure compensating valves and sprinklers are required where a significant variation in water pressure occurs within the irrigation system due to elevation differences.

J. Filters and end-flush valves shall be provided for drip irrigation lines.

K. Landscape watering with potable (treated) water is prohibited from 10 a.m. to 8 p.m., from June 1 to September 1, to maximize irrigation efficiency.

L. Water waste is prohibited. Waste includes overwatering, irrigating during a precipitation event, water that sprays or flows off your property, failure to comply with drought restrictions and/or a failure to repair irrigation system leaks and/or malfunctions in a timely manner.

Overwatering can be avoided by following the water district's recommended irrigation schedule and practices as noted on wcwcd.org. The generally recommended schedule is:

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- Winter (Nov – Feb) – sprinkler and drip irrigation up to 1 day a week. Irrigation is typically not needed in December and January
- Spring (Mar – April) – sprinkler irrigation up to 3 days a week and drip irrigation up to 2 days a week
- Summer (May – Aug) – sprinkler irrigation up to 4 days a week and drip irrigation up to 3 days a week
- Fall (Sept – Oct) – sprinkler irrigation up to 3 days a week and drip irrigation up to 2 days a week

M. Program valves for multiple repeat cycles are required to reduce runoff on slopes and for soils with slow infiltration rates.

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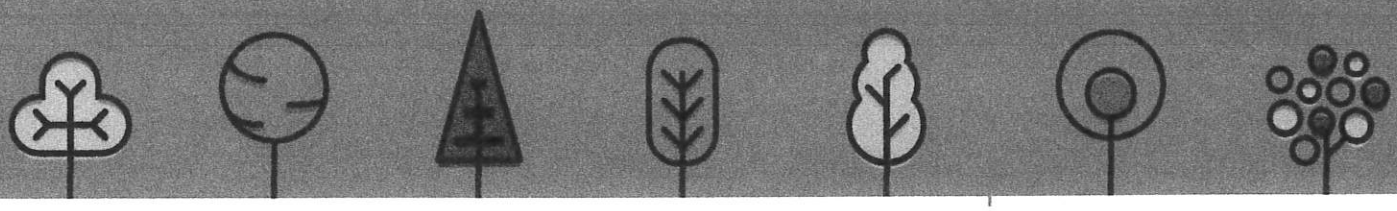
RECEIVE UP TO $30 OFF ON SELECT TREES



Secure your coupon and information packet today by emailing your name and address to **julie@wcwcd.org**.

QUALIFICATIONS

- Valid for the purchase of one (1) tree per property.
- Property must be located in Washington County.
- Tree must be purchased from a participating retailer between February 15 through May 1 or September 1 through December 1.
- The redemption value is $30 (or less if the purchase price is less than $30).
- Coupon only valid on select trees. Review the list of qualifying trees prior to purchasing.
- Trees must be 5-gallon or larger (15 gallon sizes are recommended).
- Coupon does not cover sales tax.
- Coupon is not transferable or redeemable for cash.
- Offer not valid on prior purchases.

PARTICIPATING RETAILERS

Star Nursery
1145 W. Sunset Blvd.
St. George, UT 84770

385 W. Telegraph Road
Washington, UT 84780

1335 S. Dixie Drive
St. George, UT 84770

Ballard's Nursery
691 N State St
Hurricane, UT 84737

Elim Valley Nursery
1825 South Flora Tech Rd
Hurricane, UT 84737

Sandia Nursery
4234 S Washington Fields Rd
Washington, UT 84780

Big Trees Nursery
240 N 100 E
Kanarraville, UT 84742

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

This program is funded by the Washington County Water Conservancy District and Utah Community Forestry Council. This program's funding period ends May 1, 2022.

QUALIFYING TREES:

Common Name	Scientific Name	Size (HxW)	Type
Podless Sweet Acacia	Acacia farnesiana 'Sierra Sweet'	20'x20'	Deciduous
Sensation Boxelder	Acer negundo 'Sensation'	30'x25'	Deciduous
Apple Serviceberry	Amelanchier x grandiflora	25'x20'	Deciduous
Common Hackberry	Celtis occidentalis	60'x60'	Deciduous
Netleaf Hackberry	Celtis reticulata	30'x30'	Deciduous
Western Redbud	Cercis occidentalis	15'x10'	Deciduous
Desert Willow	Chilopsis linearis	25'x15'	Deciduous
Cockspur Hawthorn	Crataegus crusgallii	35'x35'	Deciduous
Arizona Cypress	Cupressus arizonica	40'x20'	Deciduous
New Mexico Olive/Privet	Forestiera neomexicana	18'x12'	Deciduous
Kentucky Coffee Tree	Gymnocladus dioicus	80'x55'	Deciduous
Golden Raintree	Koelreuteria paniculata	40'x40'	Deciduous
Crabapple	Malus spp.	20'x20'	Deciduous
Texas Umbrella Tree	Melia azedarach	40'x40'	Deciduous
Wilson Olive	Olea europaea 'Wilson'	25'x20'	Evergreen
Pinyon Pine	Pinus edulis	36'x20'	Evergreen
Alleppo Pine	Pinus halepensis	40'x70'	Evergreen
Stone Pine	Pinus pinea	40'x60'	Evergreen
Japanese Black Pine	Pinus thunbergii	20'x60'	Evergreen
Arizona Sycamore	Platanus wrightii	50'x50'	Deciduous
Texas Honey Mesquites	Prosopis glandulosa	40'x35'	Deciduous
Screwbean Mesquite	Prosopis pubescens	15'x20'	Deciduous
Arizona Velvet Mesquite	Prosopis velutina	30'x30'	Semi-Deciduous
Western Honey Mesquite	Prosopis glandulosa torreyana	30'x20'	Deciduous
Texas Red Oak	Quercus buckleyi	50'x50'	Deciduous
Holly Oak	Quercus ilex	60'x60'	Evergreen
Burr Oak	Quercus macrocarpa	80'x80'	Deciduous
Shumard Oak	Quercus shumardii	40'x60'	Deciduous
Cork Oak	Quercus suber	70'x70'	Evergreen
Lacebark Elm	Ulmus parvifolia	40'x50'	Deciduous
Arizona Rosewood	Vauquelinia californica	15'x20'	Evergreen
Japanese Zelkova	Zelkova serrata	50'x50'	Deciduous

Year	Residential	Growth	Commercial	Growth	Industrial	Growth
2021	3,835.00	0%	1,122.94	13%	126.03	6%
2020	3,826.81	19%	993.44	40%	119.17	14%
2019	3,224.54	0%	711.12	36%	104.7	4%
2018	3,234.62	5%	522.31	34%	100.44	-32%
2017	3,087.16	9%	390.64	13%	147.49	100%
2016	2,835.11	9%	346.09	17%	73.65	74%
2015	2,598.82		295.5		42.4	
Average Growth Rate		7%		25%		28%

Institutional	Growth	Total (ACFT)	Growth	Population	
453.31	-8%	5,537.27	2%	22307.9	8%
492.71	3%	5,432.13	20%	20582.6	8%
479.61	-3%	4,519.98	4%	19038.2	6%
495.93	2%	4,353.31	6%	18002.9	6%
484.66	10%	4,109.94	11%	16987.9	8%
440.15	32%	3,695.00	13%	15755.4	7%
333.32		3,270.04		14694	
	6%		9%		7%

WASHINGTON COUNTY
WATER
CONSERVANCY
DISTRICT

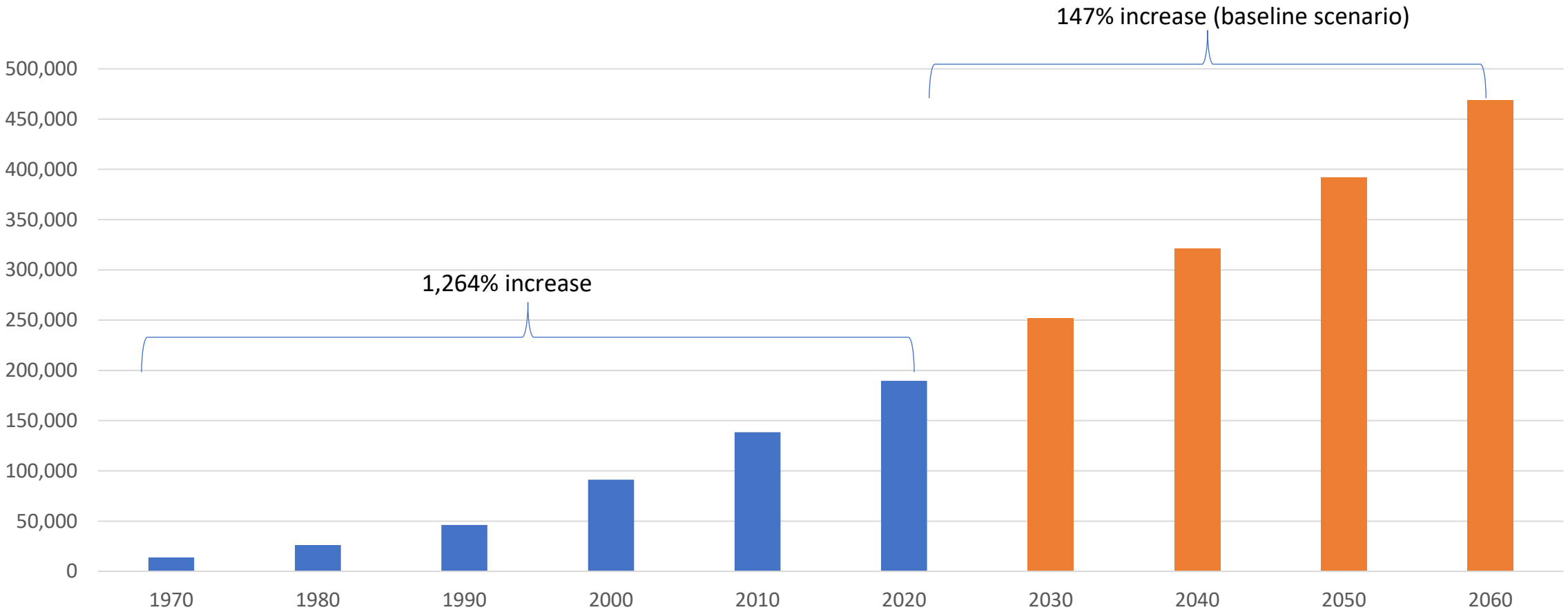
Recommended Ordinances to Extend Limited Water Supplies

Zach Renstrom | City Council Meetings | September 2021

Water Supply

Washington County's major population centers are 100% dependent on the Virgin River basin, which is closed to further appropriations.

Population Growth



Source: U.S. Census Bureau, Kem C. Gardner Policy Institute

Water Conservation

- Washington County has decreased its water use by more than 30% since 2000
- First county to meet the statewide water conservation goal
- More than $70 million invested in recent conservation efforts

District Recommendations

- Time-of-day watering ordinance
- Water waste ordinance
- Water efficiency standards for all new construction

Water Efficiency Standards

- Ongoing collaboration with all our municipal partners to ensure standards are consistent throughout the county
- Standards would apply to all **new** construction, including all homeowner association areas and those served by secondary irrigation water

Residential Standards

Applies to all new residential construction, including single and multi-family housing

Two options:

Traditional Conservation	WaterSense Certified

Residential Standards: Traditional

- Indoor requirements
  - Hot water recirculation system
  - WaterSense labeled fixtures
  - Energy Star appliances
  - Multi-family housing individually metered with the capability of tracking/reporting unit specific use

Residential Standards: Traditional

- Outdoor requirements
  - Limit irrigated landscape area to 2,500 square feet, lawn to 750 square feet
    - Pools, spas and other water features count toward 750 square feet unless covered
  - Install landscape specific meters at each property
  - Use a minimum number of approved water-efficient trees and shrubs; irrigate with a drip system
  - Install water-smart irrigation controllers
  - Avoid lawn on park strips, slopes greater than 25% and areas less than 8 ft wide
  - Require pool covers
  - Secure city verification

Residential Standards: Traditional Cost

Conservation Measure	Average Cost	Anticipated Water Savings (per gallon/year/home)
Hot water recirculation system	$550	10,600
WaterSense toilet	$0	1,900
WaterSense faucet	$0	3,700
WaterSense showerhead	$0	2,800
Energy Star dishwasher	$100	400
Landscape modifications (separate meter, smart controller and more efficient landscape on 10,000 sq ft lot)	$3,250	28,700
Pool cover	$10,000	10,000

Residential Standards: Traditional Concept

12,000 sq ft lot

Examples

10,300 sf lot

9,040 sf lot

Large Lot Examples

18,500 sq ft lot

18,700 sq ft lot

Residential Standards: Certified

- Allows for greater flexibility
- Certification by approved verifier
- Additional costs

Residential Standards: Certified Concept

22,000 sq ft lot

Examples Requiring Certification

10,900 sq ft lot

18,200 sq ft lot

Commercial, Institutional and Industrial Standards

- Indoor requirements
  - Hot water recirculation system
  - WaterSense labeled fixtures
  - Energy Star appliances
  - Submeter all units
  - Recycle pumps at carwash facilities

Commercial, Institutional and Industrial Standards

- Outdoor requirements
  - Lawn prohibited unless a waiver is granted demonstrating a functional purpose
  - Install landscape specific meters at each property
  - Use only approved water-efficient trees and shrubs; irrigate via drip system
  - Install water-smart irrigation controllers
  - Enforce water budget and require use of secondary irrigation at golf courses
  - Prohibit decorative water features
  - Limit commercial misting systems for use from May – August
  - Secure city verification

Feedback, Q&A

wcwcd.org
info@wcwcd.org

To Washington County, Utah:
Mayors, City Council Members, City Managers, County Commissioners, Washington County Water Conservancy District, & SUHBA Members

SUHBA Position Paper: Water Issues in Washington County

The Southern Utah Homebuilders Association ("SUHBA") has produced this position paper in response to the recent flurry of new and proposed water measures. Below is a relatively broad outline of our stance on the three main components of local water policy, as well as our comments on two specific items that are working their way toward adoption by some or all of the cities that are municipal customers of the Washington County Water Conservancy District ("WCWCD"). We do not comment herein on the several water bills being considered in this year's state legislative session.

Issue 1: Allocation of the Existing Water Supply

1) *Policy Position*.

   We wish to see the creation of a fair, intentional and orderly system for the prioritization of new water connections.

2) *Priorities*.

   a) Establish a common understanding of the ***available*** **supply of water** by clarifying the total amount of water reliably available from existing and readily developable sources, and the **amount of water currently being *used* in aggregate and per equivalent residential unit ("ERU").**

   b) **Create a system for tracking the development pipeline across municipalities** to bring greater clarity to the match (or mismatch) between available water and prospective development.

   c) **Institute an orderly process for the allocation of the existing water supply**, including a fair and predictable procedure for the vesting of water service.
      i) The method and timing of vesting should be based upon the expectation that **any reserved water service is utilized in a timely manner. The hoarding of water connections by way of a vesting "race to the bottom" must be prevented.**
      ii) Variables that should be considered include: **the relative water usage of various competing land uses; the role and value of smaller projects and builders; and the feasibility and timing of prospective development.**

Issue 2: Conservation

1) *Policy Position*.

We welcome the new emphasis on conservation. There are numerous measures that can be adopted or improved, however, individual tactics will yield widely varying results. **Focus should be placed on measures where water savings will be greatest.**

2) *Priorities*.

a) Implement conservation best practices in all new development. See elsewhere herein for additional comments on this subject, including on the draft ordinance currently in the process of adoption.

b) Regulation should apply the Pareto Principle (the 80/20 rule). **Focus policy on the relatively few measures that will yield the greatest water savings.** Avoid cluttering regulation with minutiae that create a significant administrative burden while providing little or no water savings.

c) **Emphasize a normative approach geared toward improving freely made decisions rather than a prescriptive approach based on coercion and compliance**. Create more and better pricing feedback loops.
   i) **Both at the time of its allocation and on an ongoing basis, the price of water should better reflect its marginal value.** Building types that use relatively more water should pay a higher impact fee than those that use less. Water rates should increase in a nonlinear manner, i.e. if the cost of *X* gallons of water is *Y*, then the price of 2*X* should be greater than 2*Y*.
   ii) **Improve the transparency and usefulness of information available** to individual water users so they better understand the variables in their behavior that most affect water use. Accelerate the adoption of Advanced Metering Infrastructure.

d) Conservation-oriented policies currently being considered by the WCWCD which we support include:
   i) Tiered impact fees based upon typical water usage by a range of common building types.
   ii) Creating a "conservation easement" opportunity by which a consumer can opt into a reduced (0.55 AF) water allocation with a punitive surcharge on water use in excess of the stipulated allotment.
   iii) Rebate programs designed to encourage the widespread, voluntary conversion of ornamental lawn to xeriscape.

Issue 3: New Sources

1) *Policy Position*.

   We continue to support the Lake Powell Pipeline as an expansion of Washington County's water supply and an alternative to relying solely on water sources from the Virgin River basin. **We also encourage the ongoing development of additional water capacity from sources over which we have greater local control.**

2) *Priorities*.

   a) Expand and accelerate the **development of the secondary water system** (sources and distribution) in order to reduce the use of potable water for irrigation.

   b) Take the next steps in **exploring technological solutions** with the potential to significantly increase the amount of usable water available from the Virgin River.

The Water Conservation Ordinance Applicable to New Construction

General Conditions

We attended the Water Summit in November 2021 and provided comments at that time in response to the conservation measures being considered. As we said then, we generally accept additional conservation-oriented regulation of new construction. We wish to be clear in our support of wise water management.

In fact, new residential construction already uses considerably less water across the board than was typical even a decade ago. New homes utilize indoor water very efficiently; beautiful, drip-irrigated xeriscaping has become commonplace; and smaller lots and multifamily homes comprise a larger share of new residential development than before. The cumulative impact is remarkable. Total countywide water consumption has remained relatively stable in recent years despite continued growth in tourism and permanent population. **The state of the art in new home construction has helped bend the demand curve for water and will continue to do so going forward.**

Unfortunately, while we accept additional regulation, the proposed ordinance is constructed in exactly the fashion we oppose: **rather than being focused on the few remaining areas that will yield large water savings, it is laden with minutiae that significantly increase administrative costs while providing little or no conservation benefit.**

We have also found the process lacking in transparency and stakeholder inclusion. As far as we can tell, the ordinance has been in the active drafting process for months, but we were not involved in

those deliberations at all. Instead, we were only provided a document once the language was substantially set in stone and its adoption set in motion.

Specific Policies

We support the installation of hot water recirculation systems, and the exclusive use of water-efficient fixtures and appliances. We support the use of smart irrigation controllers. We support landscaping standards that emphasize shade trees and drought-tolerant plant species. We support ending the practice of placing turf in planter strips and on steep slopes. **We support a turf maximum on new residential construction**, however, we recommend indexing the allowance to lot or yard size (with a reasonable upper limit). We support applying conservation standards uniformly, including in HOAs and areas served by secondary irrigation water. We support accelerating the development of a secondary irrigation water system where feasible. We request that common sense be applied in the implementation of this strategy so that secondary distribution lines and meters are not required in locations that are not realistic candidates for connection to a secondary water system.

We oppose conservation standards that are more stringent on multifamily building forms than single family. This includes requiring the individual metering of multifamily homes. We oppose the mandatory landscaping of an entire yard prior to the issuance of a certificate of occupancy. We oppose a requirement of automatic pool covers. (**We strongly support efforts to make evaporation an educational point of emphasis so that pool owners are equipped to make better decisions as they design new pools and mitigate water loss from existing pools.**) In each case, our opposition is predicated on an assessment that the benefits fall well short of justifying the cost.

In analyzing the proposed ordinance, we searched for comparable regulations in Arizona and Nevada, and mostly came up empty. A notable exception was Las Vegas, which has adopted strict water regulations and makes them easy to find. Yet even compared with Las Vegas, the Washington County ordinance proposes several more stringent elements as applied to new residential construction. The landscaping standard for single family homes in Las Vegas allows up to 50% of the side and rear yard area to be turf with a cap of 5,000 square feet, which would equate to around 12-17% of the total lot size. We think that percentage range is about right, but the 5,000 square foot cap is too high. Las Vegas does not micromanage tree size or drip-irrigation design nor require automatic pool covers as part of their conservation mission.

City Disclaimer of Water Availability for Pending Development Applications

Last week, St. George City adopted a temporary ordinance requiring that new development applications include a disclaimer of water availability. We understand the intent of the ordinance is to clarify the status quo as it pertains to the vesting of water availability: while land use vests earlier, there is currently no “guarantee” of water service until the impact fee is paid and a building permit is issued.

As discussed at greater length above, we endorse an intentional approach to the reservation of water connections so that all participants in the development process have sufficient predictability to make sound decisions relative to development activities which will span many years and entail the investment of many millions of dollars.

Closing Statement

We desire to be good community partners and a willing resource. We believe in the power of working together across institutional lines to address current and future growth-related issues.

Sincerely,

2022 Southern Utah Home Builders Association Board of Directors
February 9, 2022

CHAPTER 3: SINGLE FAMILY AND MULTIPLE FAMILY RESIDENTIAL WATER EFFICIENCY STANDARDS

These provisions are applicable to all new construction, and new development in any residential zone, or for any single family or multiple family residential development in any zone.

__-3-1: Construction Standards

A. New single family or multiple family residential dwellings 1,000 square feet or greater shall install hot water recirculation systems, unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water.

B. New single family or multiple family residential dwellings shall install WaterSense labeled fixtures, including, but not limited to faucets, showerheads, toilets, and urinals.

C. New single family or multiple family residential dwellings shall install Energy Star qualified appliances.

D. All multiple family units with ground floor square footage or individually platted, shall be separately metered, submetered, or equipped with alternative technology capable of tracking the water use of the individual unit, and the information shall be made available to the resident of each unit. Individually platted condominium units are excepted if a property owners association owns and maintains the water lines and meters. All multiple family projects require separate water meters for all outdoor water usage, including landscaping.

__-3-2: Landscape Standards

A. For all new residential construction or development, the landscaping shall meet the following requirements:

1. Single Family Dwellings, and Multiple Family Dwelling Projects with Ten Units or Less:

a. The total grass area shall not exceed the following:

Lot size	Maximum grass
Up to 6,000 sf	750 sf
Up to 12,000 sf	1,000 sf
Up to 18,000 sf	1,250 sf
Up to 24,000 sf	1,500 sf
More than 24,000 sf	2,000 sf

b. In addition, grass is prohibited in park strips, all landscape areas less than eight feet wide, and on any slope that exceeds 15%; and

c. Each single dwelling shall have a minimum of two water-efficient shade trees with a minimum one-and-one-half-inch (1½") caliper trunk. Each multiple family development with ten units or less shall follow city approved landscape plans for number of shade trees.

2. Multiple Family Dwelling Projects with More than Ten Units: Comply with the Landscape Standards in __-4-2, below.

__-3-3: Restrictive Covenants in Conflict with Water Efficiency Standards

Any homeowners or property owners association governing documents, such as bylaws, operating rules, covenants, conditions, and restrictions that govern the operation of a common interest development, recorded after passage of this ordinance, are void and unenforceable if they conflict with the water efficiency standards in this ordinance, or if they have the effect of prohibiting or restricting compliance with this ordinance.

CHAPTER 4: NONRESIDENTIAL ZONES AND DEVELOPMENT WATER EFFICIENCY STANDARDS

These provisions are applicable to all new construction and new development in all nonresidential zones, and nonresidential development in any zone.

__-4-1: Construction Standards

A. Hot water recirculation systems shall be installed, unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water.

B. WaterSense labeled fixtures shall be installed, including, but not limited to faucets, showerheads toilets, and urinals.

C. Energy Star qualified appliances shall be installed.

D. All shell units with ground floor square footage, or individually platted, shall be separately metered, submetered, or equipped with alternative technology capable of tracking the water use of the individual unit, and the information shall be made available to the individual unit. Individually platted condominium units are excepted if a property owners association owns and maintains the water lines and meters. All nonresidential projects require separate water meters for all outdoor water usage, including landscaping.

E. All carwash projects shall recirculate and limit the maximum amount of water to 35 gallons per vehicle washed.

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F. Exterior, decorative water features are prohibited, except up to five decorative water features with 50 gallon or less capacity and maintained recirculating pumps.

G. All golf courses using water district or municipal water supplies shall irrigate with secondary irrigation water and shall have separate water meters for the golf course. Irrigation with potable water is prohibited. Each golf course development shall submit and follow a water budget with the Landscape Documentation Packet and identify water conservation measures for city approval.

H. Outside misting systems shall only operate during the May through August time period where the daily high temperature is 90 degrees Fahrenheit or greater.

__-4-2: Landscape Standards

A. All new construction and new development in all nonresidential zones, and nonresidential development in any zone, shall meet the Landscape Design Standards and Irrigation Design Standards of this ordinance.

1. Grass is not permitted outside of an active recreation area. In addition, grass is prohibited in park strips, all landscape areas less than eight feet wide, and on any slope that exceeds 15%. Note 15%bis about a 4 to 1 slope

2. Landscape and irrigation installers shall follow the plans that have been signed and approved by the city.

3. Each project shall propose and follow an approved Planting Plan that has a minimum of 40% vegetative cover of a landscaped area with water-efficient shade trees and bushes adequate in number and configuration to visually enhance the project, prevent heat islands, and prevent soil erosion. The configuration of the vegetation in the Planting Plan is in the sole discretion of the city.

4. If secondary irrigation water is available, each project shall connect to the system for all outdoor water use. A city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

B. Required Documentation

1. Landscape Documentation Package: A copy of a Landscape Documentation Package shall be submitted to and approved by the city prior to the issue of any building permit. A copy of the approved Landscape Documentation Package shall be provided to the property owner or site manager. The Landscape Documentation Package shall be prepared by a professional landscape architect (PLA) and shall consist of the following items:

Proposed WCWCD landscape ordinance

Waterboards opinion of items chapter 3 CONSTRUCTION STANDARDS.

Please use the commonsense parts of the proposed landscape ordinance. Possible examples.

3- 1A Hot water recirculation systems make sense.

3-1 B Water sense fixture requirement, fixtures can easily be replaced after occupancy. Why not keep suggesting water saving devices and keep offering grants.

3-1 C Continue to offer grants based on energy star rating.

3-1-D Encourage outside water meters where feasible not mandated. One size does not fit all.

3.2: LANDSCAPE STANDARDS

3-2 A. Ease up on lawn restrictions, encourage lawn irrigation recirculation systems, the only loss is consumptive use and evaporation, made up by harvesting rainwater.

Encourage use of low water consumption grass varieties

3-2 B encourage low consumption water park strips

3-2 C Do not mandate types of plants and trees. Encourage low water use varieties using rebate grants. For the use of listed varieties.

3-3: RESTRICTIVE COVENANTS IN CONFLICT WITH WATER EFFICENCY STANDARDS

The board wanted to make sure existing homeowners association rules can be grandfathered or recognized. (Example the next phase of an existing development.)

CHAPTER 4: NON-RESIDENTIAL ZONES AND DEVELOPMENT WATER EFFICENCY STANDARD

Most of this chapter seems to mirror the residential standards. Waterboards concerns were forcing owners to hire a landscape architect for design.

can the district create several designs, (Encourage use of recommended design using water savings data)?

Pressure regulation on landscape should be encouraged depending on water quality concerns. If secondary water is not clean it will plug pressure reducing valves.

Water sense labeled smart controllers irrigation controllers make sense, offer rebates

Encourage low flow volume irrigation equipment.

? should a standardized landscape ordinance include urbanized farming? What about Agriculture related residential zoning?

If all the shall references were removed from the ordinance there would be a good place to start.

NOTE: The districts draft ordinance is kind of like the ten commandments. The waterboard recommendations are kind of like the 10 suggestions. Hopefully there can be some common ground that does not appear we are dictating. If the landscape draft is approved as written, the cities will need to staff new departments to enforce all the new regulations.

	ITEMS FOR REVIEW	CURRENT	PROPOSED	NOTES
PRIMARY SERVICE (HIGH VOLTAGE)	APPLICATION DESIGN/REVIEW (PER DESIGN/REVIEW)	$0	$150	
SECONDARY SERVICE (LOW VOLTAGE)	APPLICATION DESIGN/REVIEW (PER DESIGN/REVIEW)	$0	$50	
SUBDIVISION DESIGN/REVIEW	DESIGN/REVIEW (PER LOT)	$0	$15	
DESIGN & ESTIMATE	DESIGN & ESTIMATES (i.e. LINE EXTENSIONS)	$0	$75/HOURLY FEE (UPFRONT)	
SOLAR	SOLAR APPLICATION REVIEW	$75	$200	
	SOLAR APPLICATION RE-REVIEW	$75	$75	
UTILITY	NON-PAYMENT RECONNECTS (NORMAL HOURS)	$25	$50	
	NON-PAYMENT RECONNECTS (AFTER HOURS)	$52.50	$120	
	TAMPER METER FEE	$25	$250	
SPECIAL EVENTS	SPECIAL EVENTS POWER (NON-CITY SPONSORED)	$0	$100	WILL METER TO COLLECT DATA. METERED POWER BILL TO RECREATION DEPT?
CONTRACTORS	PREQUALIFIED CONTRACTOR TESTING	$50	$100/COMPANY + $50/PERSON	

JUST FOR REFERENCE	Power Employee w/benefits	$65	$98	
	Power Administrative Assistant w/benefits	$27	$41	
	Small Service Bucket	$38.50	$38.50	
	City Office Personnel w/benefits	$25	$38	

Proclamation

In recognition of imminent fire danger in Hurricane City and its surrounds and

Whereas the Hurricane City Council has authorized the Mayor, in consultation with the Hurricane Valley Fire District, to make a declaration of fire danger and declare certain conditions within the City limits; and

Whereas the fire danger in Hurricane City is deemed to be High; and

Whereas fireworks are known to be one of the causes of wildfire;

Whereas the conditions are not expected to improve over the next months; and

Whereas brush and structural fires constitute a threat to life and property in the City of Hurricane; and

Whereas the celebrations of July 4th and July 24th are traditionally associated with the use of fireworks; and

Whereas it is in the best interests of the City, its residents, businesses, and visitors that the dangers and potential damage and/or injury associated with fires be minimized by the exercise of caution and advanced planning calculated to help reduce the threat of such potential dangers and harm.

Whereas fireworks may be discharged beginning on July 2 and ending on July 5 and beginning on July 22 and ending on July 25 between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. except that on July 4 and July 24 the hours are eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight. Beginning at eleven o'clock (11:00) A.M. on December 31 and ending at one o'clock (1:00) A.M. on the following day.

Therefore, I John W. Bramall, Mayor of the City of Hurricane, do ***proclaim*** Condition 3 as described below and contained in the Hurricane City Code within the City limits of Hurricane.

Condition 3:

1. Fireworks in July may be discharged only in the following locations:
   a. Spilsbury Park ball fields.
   b. American Legion ball field.
   c. Three Falls Park.
   d. Dixie Springs Park beginning in July of 2016. (Ord. 2015-06, 7-2-2015)

Proclaimed this 3rd day of June, 2021

CITY OF HURRICANE HALL CORPORATE SEAL WASHINGTON COUNTY, UTAH

Kevin Tervort, Mayor Pro Tem

Attest: _____
Cindy Beteag, Recorder

Resolution No. 2021-20

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, DECLARING A LOCAL EMERGENCY AND IMPLEMENTING RESTRICTIONS ON THE USE OF FIRE AND FIREWORKS WITHIN THE CITY OF HURRICANE.

WHEREAS the City of Hurricane and surrounding areas experienced a record dry and near record hot calendar year in 2020, with drought conditions having continued into 2021; and

WHEREAS fuel moisture levels are approaching critical levels; and

WHEREAS the City of Hurricane continues to experience extension of Red Flag Warnings indicating a higher-than-average risk of devasting fires in both the developed and undeveloped areas of Hurricane; and

WHEREAS the City of Hurricane and the surrounding areas of Washington County continue to experience fires on developed and undeveloped land which require a multi-agency response in order to protect life and property of our citizens; and

WHEREAS certain actions have been recognized as increasing the risk of igniting a fire; and

WHEREAS the City of Hurricane, in consultation with Hurricane Valley Fire District and in conjunction with the State of Utah Department of Natural Resources, has determined in accordance with Utah Code Ann. §65A-8-212 and §53-7-225(5)(a) that hazardous environmental conditions exist within Hurricane that necessitate controlling the use of fireworks and ignition sources due to the extremely dry conditions and the presence of dry weeds and other vegetation which has greatly enhanced the danger of fire and creating a high risk of fire; and

WHEREAS the Hurricane City Council finds that it has authority to make all rules and regulations which it deems necessary and proper for the protection of property and for the preservation of the health, safety and welfare of the residents of the City of Hurricane,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the following acts shall be prohibited on all private and public lands within the City of Hurricane:

1. Igniting, building, or using any fire, including agricultural burning, which is not contained in a manner so as to prevent the spreading of such fire.

2. The use of all combustible materials, such as charcoal briquettes, that are not contained in a manner so as to prevent the spreading of a fire or the unintended starting of a fire.

3. The discharge or use of any class C common state approved explosives, tracer ammunition or other pyrotechnic devices, including exploding targets.

4. The operation of a motorcycle, chainsaw, ATV, or other internal or external combustion engine without a spark arresting device properly installed, maintained and in working

condition, as determined by the Society of Automotive Engineers ("SAE"), recommended practices J335 and J350.

5. The cutting, welding or grinding of metal in areas of dry vegetation.

6. Smoking, except within an enclosed vehicle, trailer or building, or within a developed recreation site or areas of a minimum of three (3) feet in diameter cleared down to mineral soil.

BE IT FURTHER RESOLVED that the following acts shall be allowed within the City of Hurricane as an exemption to the Fire Restriction Order:

1. The use of stoves, fire pits, grills, heaters, lanterns and other devices that use pellets, pressurized liquid fuel, liquid petroleum or gas, and which also include shut-off valves, shall be permitted when used in an area at least three (3) feet or more from flammable material such as grasses or pine needles; and

2. Professional fireworks displays at such locations and at such times as may be approved by the Hurricane City Council and Hurricane Valley Fire District.

BE IT FURTHER RESOLVED that a violation of this Resolution shall be punishable as a class B misdemeanor, with a fine of up to $1,000.00 for each separate violation, a jail sentence of up to six (6) months, restitution, or any combination thereof.

BE IT FURTHER RESOLVED that this Resolution shall supersede all prior resolutions, rules, regulations or policies with respect to the subject matter contained herein.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon approval and passage.

DATED this 23rd day of June, 2021.

CITY OF HURRICANE CORPORATE SEAL WASHINGTON COUNTY, UTAH

CITY OF HURRICANE

John W. Bramall, Mayor

ATTEST:

Cindy Beteag, Recorder