HURRICANE CITY
UTAH

Mayor
Nanette Billings

City Manager
Kaden DeMille

City Council
David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete

Hurricane City Council Meeting
Agenda

January 18, 2024
4:00 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.

4:00 p.m. Work Meeting

1. Agenda Summary
2. Discussion with Greater Zion regarding the Copper Rock Championship

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Presentation of the 2022-2023 annual audit-Hinton Burdick

Approval of the January 2, 2024, special meeting minutes

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 3 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. Reconsideration and possible approval of **Resolution 2024-01 authorizing the Attainable Housing Agency Interlocal Cooperation Agreement to join the**

Attainable Housing Agency (AHA) for the purpose of maintaining, protecting, and promoting affordable and attainable housing. - Joe Spencer

2. Consideration and possible approval of an **agreement to dispose of City property in exchange for infrastructure and services**. -Arthur LeBaron

NEW BUSINESS

1. Consideration and possible **consent to allow hangar pad 10S 1E to be subleased** to Larry Weitzman. -John Priscu/Dave Houston
2. Consideration and possible approval of a **new use and lease agreement for hangar pad 2N 1E** at the City Airport for Legend Air Lease LLC. -Dave Houston/Scott Stratton
3. Consideration and possible approval of an **assignment of the Hurricane Airport Land Lease** for hangar pad 7S 3W. Dave Houston/William Johnston
4. Consideration and possible approval of **Hurricane Basketball Club using the City's MOU to use the high school basketball facilities**- Adam Stout
5. Consideration and possible approval of **various appointments to the Airport Board, Water Board, Power Board, Planning Commission, Appeals Board, and Beautification Board**
6. Consideration and possible approval of a resolution to **request the Washington County Water Conservancy District and State Trust Lands Administration to dedicate property** for the widening of Sand Hollow Road to its master planned width.
7. Consideration and possible approval of **Resolution 2024-04 rejecting the Findings and Conclusions of the Utah Legislative Auditor General's Report No. 2023-16**: "A Performance Audit of Utah Housing Policy".
8. Consideration and possible approval on a **preliminary plat for Sandwater Estates, a 153 lot single family subdivision** located at 4200 W 2300 S. Richardson Brothers Custom Homes, Applicant. Karl Rasmussen, Agent.
9. Consideration and possible approval on a **preliminary plat for Black Ridge Phase 1, a residential subdivision consisting of 84 single family homes and 20 townhomes**, located at 1760 W and 700 S. Wasatch Commercial Developers, Applicant. Rob Reid, Agent.
10. Consideration and possible approval on a **final site plan for Fairgrounds RV park, a 110 stall RV park** located at Regional Park Road and 700 S. D&G Property Holdings LLC, Applicant. Brandee Walker and Alex Stewart, Agents.
11. Consideration and possible approval on a **preliminary plat for Red Cliffs subdivision**, a 31 unit duplex development located at 600 N 2170 W. Kirk Coppinger, Applicant.
12. Consideration and possible approval of an **amended final plat for Quail Lake Estates Lot 13 located at 4400 W State St #13**. Ryan Scholes, Applicant
13. Consideration and possible approval of an **amended final plat for Dixie Springs Plat B Lots 210 and 211** located at 3849 W 2700 S. Ryan Scholes, Applicant.

14. Consideration and possible approval of an **amended final plat for Pecan Valley Resort Phase 1 located at 5210 W 2400 S**. Chris Wyler, Applicant. Brandee Walker, Agent.
15. Consideration and possible approval of **City sponsorship of an Airport Days** at the City Airport.
16. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

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

Agenda Summary for Hurricane City Council January 18, 2024

4:00 p.m. Discussion with Greater Zion regarding the Copper Rock Championship

5:00 p.m. Pre-Meeting

Presentation of the 2022-2023 annual audit

Approval of the January 2, 2024 special meeting minutes

6:00 p.m. Call to Order

Old Business

1. Mayor Billings got more information from the Attainable Housing Agency and wanted the Council to consider this item again after reviewing the additional information.
    - The Utah Housing Authority does a Background check on all tenants.

    - The tenants cannot have or be a felon. No felonies allowed to be a renter. So a child molester would not be allowed.

    - If the homeowner has family or friends that meet the criteria, those folks will be at the top of the queue and can be a renter for the homeowner.

    - Homeowners have the option to allow pets, or not at this time. UHA is trying to decide if that makes sense because they want and need to maintain the inside of the apartment. Utah Housing Authority will maintain the inside of the apartment during that 10 years if something breaks, stops working or needs to be replaced within the apartment. Example: Garbage disposal, toilets, carpet, holes in the wall, if it is on its own HVAC or septic, or water or power. However if the apartment uses the home HVAC, or water lines that are connected to the entire home etc… it is the homeowners responsibility to fix or replace. Some apartments will have their own heating/ cooling system. If it's something in the apartment, it's the agency responsible. The reason they don't want the owners to allow pets is because Pets mean replacing carpet much sooner, cleaning carpet or repainting doors and molding from scratching. However, right now it is up to the homeowner.

    - The plan is a one-year lease. If you don't like your renter and they don't violate the lease it would be in place one year. However the owner can request the agency to look for another place for the renter. If the renter agrees they can sign another lease somewhere else. Also if the renter violate the lease then they can be evicted. The homeowner can work with the agency on any lease violations. No smoking. No vaping. No drugs as well.

2. This agenda item is to consider the terms that the Council will require to convey 0.846 acres of City property to B&T Ventures LLC in exchange for the construction of infrastructure. B&T owns property east of the City airport, north of 2300 South, between 700 West and the latest phase of the Angel Heights subdivision. The City owns property adjacent to B&T's property that is currently used as a storm water basin and open space. The proposal is to convey a portion of the City's property to B&T in exchange for infrastructure in the area beyond what would normally be required for the development of B&T's property. On December 7, 2023, the Council voted to dispose of this property in exchange for infrastructure, but with the condition that the specific terms be reduced to a contract and approved by the Council. Included in the packet is a draft agreement that attempts to capture the apparent intent of the City Council on December 7th. The City Attorney approves the form of the draft agreement. Also included in the packet is Resolution 2023-40, which is the prior decision of the Council to move forward with this matter.

New Business

1. Background:
   In the last City Council meeting on January 4, 2024, the City Council approved the lease of hangar pad 10S 1E to the John C. Priscu Trust. The signed Lease Agreement is in the packet. Mr. Priscu is now requesting that he be allowed to sublease the hangar to Larry Weitzman. The Lease Agreement granted to Mr. Priscu earlier this month states that "with the prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft." The Lease Agreement also states that the "City shall have the right to approve any sublease tenant and sublease agreement."
   The proposed sublease agreement, included in the packet, is limited to the storage of an aircraft. Also, the sublease agreement has been revised by the parties at the request of the City Attorney to satisfy the subordination requirements of the City's lease with Mr. Priscu.
   Applicable City Ordinances:
   The Airport Board "shall function in an advisory capacity to the City Council on all issues regarding the operation" of the airport. HCC 2-1-1(A). The Airport Board "shall operate solely as an advisory board to the City Council and shall have no power or authority to take any action or make any decision which would or which may have the effect of creating a liability for the City." HCC 2-1-1(B). "It shall be the duty of the Board to review and recommend approval or disapproval of any agreement for the lease of property at the airport and the proposed use of each parcel of leased land." HCC 2-1-1. After a recommendation from the Airport Board, the proposal is forwarded to the Council for a decision.

Recommendation:

The Airport Board discussed this item on January 16, 2024, and unanimously recommended approval.

Attachments in the Packet:

- Approved Private Hangar Lease Agreement dated January 4, 2024.

Proposed sublease agreement.
This summary was drafted by Dayton Hall, City Attorney.

2. Background:
Legend Air Lease LLC is requesting permission to lease a previously unleased portion of land at the City Airport and to construct a new hangar on a new hangar pad. The location of the proposed hangar would be north of the hangar pads currently being constructed north of 2300 South. The proposed lease is for private (not commercial) use.
Applicable City Ordinances:
The Airport Board "shall function in an advisory capacity to the City Council on all issues regarding the operation" of the airport. HCC 2-1-1(A). The Airport Board "shall operate solely as an advisory board to the City Council and shall have no power or authority to take any action or make any decision which would or which may have the effect of creating a liability for the City." HCC 2-1-1(B). "It shall be the duty of the Board to review and recommend approval or disapproval of any agreement for the lease of property at the airport and the proposed use of each parcel of leased land." HCC 2-1-1. After a recommendation from the Airport Board, the proposal is forwarded to the Council for a decision.
Recommendation:
The Airport Board discussed this item on January 16, 2024, and unanimously recommended approval.
Attachments in the Packet:
- Proposed Private Hangar Lease Agreement

This summary was drafted by Dayton Hall, City Attorney.

3. Background:
The City granted a Hurricane Airport Land Lease (the "Lease") to Scott Detton in 2018 for hangar pad 7S 3W. Willliam and Carrie Johnston purchased the hangar improvements in 2022. The Lease provides that it may not be assigned without the prior written approval of the City. The Johnstons are requesting that the City Council approval the assignment of the Lease from Scott Detton to them. There are approximately 15 years left on the term of the existing lease, with the tenant having the right of first refusal for an additional 5 years. The Airport Board raised concerns about

the location of the hangar, as discussed below in the Airport Board Discussion and Recommendation paragraph.

Applicable City Ordinances:

The Airport Board "shall function in an advisory capacity to the City Council on all issues regarding the operation" of the airport. HCC 2-1-1(A). The Airport Board "shall operate solely as an advisory board to the City Council and shall have no power or authority to take any action or make any decision which would or which may have the effect of creating a liability for the City." HCC 2-1-1(B). "It shall be the duty of the Board to review and recommend approval or disapproval of any agreement for the lease of property at the airport and the proposed use of each parcel of leased land." HCC 2-1-1. After a recommendation from the Airport Board, the proposal is forwarded to the Council for a decision.

Applicable Provisions of the Existing Lease:

Paragraph 11 of the existing lease states that "the lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor, provided, however, that the Lessee shall continue to be liable for all terms of this agreement." The lease was signed in 2018 and has a 20-year term, with the tenant retaining the first right of refusal for an additional 5-year term. The lease states, in paragraph 16(d), that the Lessor (the City) "has the right, at Lessor's expense, to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of [this lease] that changed conditions may require." If the City elects to move the hangar, the existing lease requires the City to provide the Lessee with a comparable location and facilities and to provide the Lessee with a new lease agreement under the same terms and conditions of the existing lease.

Airport Board Discussion and Recommendation:

The Airport Board discussed this item on January 16, 2024. The Board raised concerns that the hangar is located in an area identified on the Airport Master Plan to be used for airplane tie-downs. The Board noted that additional tie-downs are needed at the airport and relocated the hangar would be a benefit to the airport. After discussion, the Airport Board unanimously recommended that the Council approve the assignment of the lease to a new tenant, but on the condition that an addendum be added to the lease expressly stating that the City has authority to relocate the hangar at its discretion (and at the City's cost) to a different location. Please note that the existing lease already includes that provision, so an addendum is unnecessary.

Options:

The Council could (1) approve the assignment of the prior lease to the new owner of the hangar; (2) approve the issuance of a new lease in the form of the approved template that is currently being awarded to tenants, but with an amendment allowing the City to relocate the hangar; or (3) an alternative decision by the Council.

Attachments in the Packet:

- Scott Detton's Hurricane Airport Land Lease.
- Aircraft Hangar Bill of Sale conveying the hangar improvements from Mr. Detton to the Johnstons.

-This summary was drafted by Dayton Hall, City Attorney.

4. Adam is asking to utilize the agreement the City has with the school district to use the High School gyms for his club team to practice and play scrimmage games at no cost. The agreement between us and the district means we carry all liability during our programs, so the City would be agreeing to take on the liability for the club teams using school district property.

5. New appointments and reappointments to various boards including updating the terms so all expiration dates end in the same month.

6. From Arthur LeBaron: Hurricane City has received funding from UDOT to build a paved path along Sand Hollow Road from Dixie Springs Drive to Sand Hollow Resort Drive. The trail needs to be placed in its master planned location, which requires widening of the existing right-of-way from 80 feet to 112 feet.

   I spoke with Zach Renstrom, the General Manager of WCWCD about this project and the need to expand the width of Sand Hollow Road to its master planned width. He asked me to send him a request from the City Council and he would make a positive recommendation to the Board of Directors. We also need to acquire property from the State Trust Land Administration (SITLA) so it would be appropriate to send a resolution with the same request to them as well.

   Recommendation: Approve the resolution to request the right-of-way in question.

7. The Utah Legislative Auditor General's Report makes certain findings and conclusions related to Utah Cities' role in the affordable housing crisis. The proposed resolution rejects those findings and conclusions. Riverton City and Washington City have issued similar resolutions/statements, which are included in the packet. Also included in the packet is the Utah League of Cities and Town's response to the Report, as well as a document with links to the information forming the basis of the resolution. -Dayton Hall

8. The applicant is seeking preliminary plat approval for the Sandwater Estates subdivision containing 153 lots within the Gateway to Sand Hollow PID area. This property is located north and east of the proposed Dixie Meadows subdivision and north of property owned by the Washington County School District. None of the roadways shown on this plat are currently existing, although all are planned to be built by the Gateway to Sand Hollow PID. The Planning Commission heard this item on January 11, 2024 and

unanimously recommended that the City Council approve the preliminary plat pursuant to staff and JUC comments, with the understanding that the applicant will continue to work with staff to refine block lengths and complete required PID utilities prior to subdivision construction. – Gary Cupp

9. This application is to renew an expired plat that was previously approved in August of 2022. Preliminary plat approvals are only valid for one year unless an extension is requested and approved. This application is consistent with the previous approved application for Phase 1 of Black Ridge, a 104 unit subdivision with 84 single family units and 20 townhomes, which is part of the Black Ridge Master Planned Community formerly known as Colina Tinta. The Planning Commission heard this item on January 11, 2024 and unanimously recommended that the preliminary plat be approved subject to staff and JUC comments, including maintaining the location of the neighborhood park. – Gary Cupp

10. The applicant is seeking a final site plan approval to construct an RV Park with 110 RV stalls as well as an office and laundry/showers building. This property is located between the Washington County Fairgrounds and Quail Creek Industrial Park. The preliminary site plan was approved in April 2022. Final site plans for RV parks are to be approved by City Council. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments and cited conditions.

11. The applicant has filed a preliminary plat for the Red Cliffs Development. A plat was previously approved in December of 2021 for this development and has expired. The PDO zone change was approved in October 2021 after being rejected for use as a recreation resort. The plat calls for 31 units on 7.7 acres, pickleball courts, open space, and overflow parking for the neighboring Zion Village resort community. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC Comments. – Gary Cupp

12. The applicant has applied to amend the final plat for Quail Lake Estates to split Lot 13 into two lots. Quail Lake Estates was approved in the 1980s and then was later approved to split each lot into two parcels (most units within the development take up two parcels). County records do not provide any information regarding why this lot was not included with the previous lot splits. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments. – Gary Cupp

13. The applicant has applied to amend the final plat for Dixie Springs Plat B to combine Lots 210 and 211. Combining lots within a recorded subdivision requires approval of an

amended final plat. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments. – Gary Cupp

14. The applicant has applied to amend the final plat for Pecan Valley Resort Phase 1 to combine two end units on seven different buildings into one unit. This will create seven larger townhome units and decrease the overall number of units on this plat from 54 units to 47 units. This is the second amendment of this final plat to increase the size of some units. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments. – Gary Cupp

15. On Tuesday, January 16, 2024, the Airport Board heard a proposal for the City to sponsor an Airport Days at the City Airport on April 26-27. After discussion, the Board recommended to the Council that the City sponsor the event and also provide funding for security, porta-potties, and garbage removal. Given the timing of the proposal submitted this week, no comments have been requested or received from the police department or other departments regarding the personnel and budget considerations. It was noted during the Airport Board meeting that the Airport budget was limited and unlikely to be capable of absorbing the cost to put on an event of this type. Before making a decision on sponsorship, it is recommended that the Council consult with the various departments that would be impacted by the event, including the police department, accounting, public works, parks, and recreation. Included in the packet is a draft event permit application (with the City as the applicant) that includes much of the information related to the request. The draft event permit application was drafted by the proponents of this event. -Summary drafted by Dayton Hall.

Hurricane Planning Commission
Summary
January 11, 2024

Summary of the Hurricane City Planning Commission meeting held on January 11, 2024, at 6:00 p.m. in the City Council Chambers located at 147 N. 870 West Hurricane UT, 84737

Members Present: Mark Sampson, Paul Farthing, Shelley Goodfellow, Rebecca Bronemann, Michelle Cloud, and Brad Winder.

Members Excused: Ralph Ballard and Kelby Iverson

Staff Present: Planning Director Gary Cupp, City Planner Fred Resch III, City Attorney Dayton Hall, Planning Technician Brienna Spencer, and City Engineer Representative Jeremy Pickering.

6:00 p.m. - Call to Order

Roll Call

Pledge of Allegiance led by Paul Farthing

Prayer and/or thought by invitation given by Shelley Goodfellow

Paul Farthing motioned to approve the agenda as presented. Michelle Cloud seconded the motion. Unanimous.

Declaration of any conflicts of interest

NEW BUSINESS

1. FSP23-62: Discussion and consideration of a possible approval of a final site plan for Obsidian Resorts Phase 1-5, a 144-unit recreation resort condominium development located along Bash Parkway. Russel Robison, Applicant. Karl Rasmussen, Agent.

Rebecca Bronemann motioned to approve FSP23-62 subject to staff and JUC comments. Shelley Goodfellow seconded the motion. Unanimous.

2. PP23-29: Discussion and consideration of a recommendation to the City Council on a preliminary plat for Sandwater Estates, a 153-lot single family subdivision located at 4200 W 2300 S. Richardson Brothers Custom Homes, Applicant. Karl Rasmussen, Agent.

Paul Farthing motioned a recommendation of approval to the City Council of PP23-29 subject to staff and JUC comments and staff recommendations. Rebecca Bronemann seconded the motion. Unanimous.

3. PP23-30 HIL23-03: Discussion and consideration of a recommendation to the City Council on a preliminary plat and sensitive lands application for Kolob Views, a 20-lot single family subdivision located at 1400 W 900 S. Stratton Dev LLC, Applicant. Colt Stratton, Agent.

Shelley Goodfellow motioned a recommended approval to the City Council of phase one but not phase two of PP23-30 and HIL23-03 subject to staff and JUC comments. Brad Winder seconded the motion. Unanimous.

4. PP23-31: Discussion and consideration of a recommendation to the City Council on a preliminary plat for Black Ridge Phase 1, a residential subdivision consisting of 84 single family homes and 20 townhomes, located at 1760 W and 700 S. Wasatch Commercial Developers, Applicant. Rob Reid, Agent.

Rebecca Bronemann motioned a recommendation of approval of PP23-31 to the City Council subject to staff and JUC comments to renew their expired plat and approve the changes that have taken place. Paul Farthing seconded the motion. Unanimous.

5. FSP23-52: Discussion and consideration of a recommendation to the City Council on a final site plan for Fairgrounds RV Park, a 110 stall RV park located at Regional Park Road and 700 S. D&G Property Holdings LLC, Applicant. Brandee Walker and Alex Stewart, Agents.

Paul Farthing motioned a recommendation of approval to of FSP23-52 to the City Council subject to staff and JUC comments additionally the recommendations by staff. Brad Winder seconded the motion. Unanimous.

6. PP23-32: Discussion and consideration of a recommendation to the City Council on a preliminary plat for Red Cliffs subdivision, a 31-unit duplex development located at 600 N 2170 W. Kirk Coppinger, Applicant.

Brad Winder motioned a recommendation of approval of PP23-32 to the City Council subject to staff and JUC comments. Michelle Cloud seconded the motion. Unanimous.

7. CUP23-23: Discussion and consideration of a possible approval of a conditional use permit for a metal building located at 840 N Main St. Kyden Hansen, Applicant.

Michelle Cloud motioned to table CUP23-23 until we have more information. Brad Winder seconded the motion. Unanimous.

8. AFP23-19: Discussion and consideration of a recommendation to the City Council on an amended final plat for Quail Lake Estates Lot 13 located at 4400 W State St #13. Ryan Scholes, Applicant.

Rebecca Bronemann motioned a recommendation of approval of AFP23-19 to the City Council subject to staff and JUC comments. Paul Farthing seconded the motion. Unanimous.

9. AFP23-20: Discussion and consideration of a recommendation to the City Council on an amended final plat for Dixie Springs Plat B Lots 210 and 211 located at 3849 W 2700 S. Ryan Scholes, Applicant.

Shelley Goodfellow motioned a recommendation of approval of AFP23-20 to the City Council subject to staff and JUC comments. Rebecca Bronemann seconded the motion. Unanimous.

10. CUP23-22: Discussion and consideration of a possible approval of a conditional use permit for a metal building located at 980 S 920 W. Kade Bringhurst, Applicant.

Paul Farthing motioned to approve CUP23-22 subject to staff and JUC comments. Brad Winder seconded the motion. Unanimous.

11. AFP23-21: Discussion and consideration of a recommendation to the City Council on an amended final plat for Pecan Valley Resort Phase 1 located at 5210 W 2400 S. Chris Wyler, Applicant. Brandee Walker, Agent.

Michelle Cloud motioned a recommendation of approval of AFP23-21 to the City Council. Paul Farthing seconded the motion. Unanimous.

12. 2022-PP-24: Discussion and possible approval of an extension on the final plat deadline for Gateway at Sand Hollow Resort, a 183-unit recreation resort condominium development located at Sand Hollow Road and Gateway Blvd. Western Mortgage and Realty Company, Applicant. Karl Rasmussen, Agent.

Shelley Goodfellow motioned to approve the extension of 2022-PP-24. Rebecca Bronemann seconded the motion. Unanimous.

Paul Farthing motioned to adjourn. Michelle Cloud seconded the motion. Unanimous.

Adjournment

Minutes of the Hurricane City Council special meeting held on January 02, 2024, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 4 p.m.

Members Present: Mayor Nanette Billings and **Council Members**: David Hirschi, Clark Fawcett, Drew Ellerman, and Joseph Prete. Kevin Thomas excused.

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, and City Recorder Cindy Beteag.

AGENDA

4:00 p.m. Swearing in of new Council members.

Mayor Nanette Billings welcomed everyone and called the meeting to order. She then offered the prayer, gave a thought, and led the pledge of allegiance. Cindy Beteag swore in new council members Clark Fawcett and Drew Ellerman and incumbent council member Joseph Prete.

4:15 p.m. Training

Mrs. Beteag handed out training binders to all of the Council and went over what all it included. The Council then watched training videos on Open and Public Meetings and Ethics. Mrs. Beteag showed the Council the platforms for reviewing the agenda and packets and how to navigate the system. Mayor Billings handed out the Dignity Index from the Governer's office. She explained it is a guideline for everyone to work together with respect and dignity. She mentioned something that has helped her since she has been on the Council is to think of the five P's whenever she is reviewing something: People, Principals, Policy, Property, and Politics.

Mayor Billings mentioned there will be a Citizens Academy held once a week for a month for anyone that would like to attend. The information will be available on the City website for anyone that wants to register. She explained the last City Council signed a three-year contract with Red Rock Media for them to promote and advertise the fireworks for the 4th of July. Sand Hollow Golf Course has asked about partnering with the City to help fund the fireworks. She asked the Council if they were opposed to businesses being a sponsor. Council is in support of any business that wants to pay towards enhancing the firework show but they don't want to put more City funds towards the show or extend the length of the show.

Mayor Billings stated she would like to hold a retreat with the Council to go over their goals for the upcoming year. Council agreed on January 29th at 3:30 p.m. to meet and then leave for Springdale for a retreat and goal planning meeting. Councilman Fawcett asked if Hurricane City had a policy about Council members meeting with developers on a one-on-one basis. Dayton Hall stated it is not currently in the policy, but he would prefer the council only meets with developers in a work meeting with everyone present.

Adjournment: 5:15 p.m.

HURRICANE CITY
UTAH

STAFF COMMENTS

Reconsideration and possible approval of **Resolution 2024-01 authorizing the Attainable Housing Agency Interlocal Cooperation Agreement to join the Attainable Housing Agency (AHA)** for the purpose of maintaining, protecting, and promoting affordable and attainable housing. - Joe Spencer

Discussion:

1- The Utah Housing Authority does a Background check on all tenants.

2-The tenants cannot have or be a felon. No felonies allowed to be a renter. So a child molester would not be allowed.

3-If the homeowner has family or friends that meet the criteria, those folks will be at the top of the queue and can be a renter for the homeowner.

4-Homeowners have the option to allow pets, or not at this time. UHA is trying to decide if that makes sense because they want and need to maintain the inside of the apartment. Utah Housing Authority will maintain the inside of the apartment during that 10 years if something breaks, stops working or needs to be replaced within the apartment. Example: Garbage disposal, toilets, carpet, holes in the wall, if it is on its own HVAC or septic, or water or power. However if the apartment uses the home HVAC, or water lines that are connected to the entire home etc… it is the homeowners responsibility to fix or replace. Some apartments will have their own heating/ cooling system. If it's something in the apartment, it's the agency responsible. The reason they don't want the owners to allow pets is because Pets mean replacing carpet much sooner, cleaning carpet or repainting doors and molding from scratching. However, right now it is up to the home owner.

5-The plan is a one-year lease. If you don't like your renter and they don't violate the lease it would be in place one year. However the owner can request the agency to look for another place for the renter. If the renter agrees they can sign another lease somewhere else. Also if the renter violate the lease then they can be evicted. The homeowner can work with the agency on any lease violations. No smoking. No vaping. No drugs as well.

Findings:

Recommendation:

Attachments:

1. AHA Interlocal Agreement (9-8-23)

2. Resolution 2024-01 Aproving Interlocal - AHA
3. Utah County AHA COG presentation
4. AHA homeowner presentation
5. AHA Housing Master Lease - ADU (FJ 11-16-23) (1)

INTERLOCAL COOPERATION AGREEMENT
PROVIDING FOR THE ORGANIZATION AND OPERATION OF
THE ATTAINABLE HOUSING AGENCY

THIS INTERLOCAL COOPERATION AGREEMENT (*"Agreement"*), dated as of _____, 2023 is made and entered into among the Public Agencies that are parties to this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the *"Act"*).

WHEREAS, pursuant to the Act, any power, privilege, or authority exercised or capable of exercise by a Public Agency may be exercised and enjoyed jointly with any other Public Agency having the same power, privilege or authority;

WHEREAS, each of the Members is a public agency, as defined in the Act;

WHEREAS, the Act authorizes the Members to create an interlocal entity with the authority to exercise powers common to the Members;

WHEREAS, each of the Members desires to maintain, protect and promote affordable and attainable housing in an efficient way to reduce costs to the Members and better utilize public resources;

WHEREAS, the Members desire to create the Attainable Housing Agency (*"AHA"*) as an interlocal entity (as defined in the Act) for joint and cooperative action pursuant to the Act for the purposes set forth herein and to exercise the powers provided herein, including undertaking and financing of projects in furtherance of the purposes set forth herein;

WHEREAS, each of the Members hereby finds, determines and declares that the joint and cooperative action of the Members pursuant to this Agreement and the projects undertaken and financed by AHA will maintain, protect and promote affordable and attainable housing;

WHEREAS, AHA will be a body politic and corporate and a political subdivision of the state of Utah (the *"State"*), separate from the Members; and

WHEREAS, the obligations of AHA will be special obligations of AHA and will not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or AHA and no Member will be liable for any obligation incurred by AHA;

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Definitions.

Capitalized terms used herein shall have the meanings ascribed to such terms in the recitals of this Agreement and the meanings set forth below:

1.1. *Board* means the Board of Directors of AHA.

1.2. *Director* means a member of the Board.

1.3. *Member* means each Public Agency that is currently or, in the future, becomes a Member of AHA in accordance with the requirements of Section 5 hereof, except those Public Agencies that have withdrawn as provided herein.

1.4. *Member Representative* means the person appointed by a Member to be such Member's Representative to AHA.

1.5 *Project* means any project for the purposes set forth herein

1.6. *Public Agency* means a "public agency" as defined in the Act or as defined in the Act at the time a Public Agency became a Member of AHA.

1.7. *State* means the State of Utah.

1.8. *Utah Code* means the Utah Code Annotated 1953, as amended.

Section 2. Creation

2.1. Pursuant to the Act the parties to this Agreement hereby create a separate legal entity as a political subdivision of the State to be known as "Attainable Housing Agency" (*"AHA"*) to accomplish the purposes of their joint and/or cooperative action set forth herein and as provided for in the Act or any other applicable law. AHA shall be a body politic and corporate, separate from the Members. Pursuant to the Act, the creation, operation, governance and fiscal procedures of AHA and its governing authority shall be governed by the Act and are not subject to the statutes applicable to the Members. The debts, liabilities and obligations of AHA do not constitute debts, liabilities or obligations of any Member.

2.2. This Agreement is made pursuant to the provisions of the Act. The purpose of this Agreement is to establish an interlocal entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to an interlocal entity under the Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 3. Effective Date and Term of Agreement.

3.1. This Agreement shall be effective on and as of the date of the execution of this Agreement by the initial Members, though dated as of the date first written above.

3.2 The term of this Agreement shall continue and AHA shall remain in existence until the latest to occur of:

(a) 50 years after the effective date of this Agreement or the effective date of any amendment to this Agreement; or

(b) five years after AHA has fully paid or otherwise discharged all of its indebtedness.

Section 4. Purpose, Benefits and Powers.

4.1. The primary purpose of AHA is to maintain, protect and promote affordable and attainable housing by undertaking, acquiring, constructing, operating, maintaining and financing residential housing projects, including alternative dwelling units (ADUs).

4.2. While meeting the purposes set forth above AHA will strive to provide the following benefits to its Members:

(a) Reduce the expense, time and other resources expended by Members and other Public Agencies to achieve the purposes set forth above;

(b) Achieve costs savings through economies of scale and joint and cooperative action;

(c) Facilitate the efficient use of public resources by the Members and other Public Agencies in achieving the purposes set forth above; and

(d) Provide an open and public process.

4.3. In furtherance of the purposes set forth in Section 4.1 herein, AHA shall have all powers conferred upon AHA as a separate legal entity pursuant to the Act and any other laws of the State, and all powers possessed by the Members under the laws of the State necessary or convenient to accomplish the purposes set forth in Section 4.1 herein, to be exercised as contemplated by the Act and this Agreement. The powers so conferred upon AHA include, without limitation, the power to:

(a) Make and enter into contracts and other instruments;

(b) Adopt, amend, and repeal rules, bylaws, policies, and procedures for the regulation of its affairs and the conduct of its business;

(c) Sue and be sued;

(d) Employ or contract with persons or firms for personnel to accomplish its purposes and powers, including the hiring or engagement of an executive director;

(e) Employ agents and consultants to accomplish its purposes and powers;

(f) Acquire real or personal property, or an undivided, fractional, or other interest in real or personal property, necessary or convenient for the purposes set forth in Section 4.1;

(g) Undertake, own, purchase, lease, acquire, sell, construct, operate, maintain, repair, finance and refinance any Project;

(h) Contract for the acquisition, purchase, lease, construction, operation, maintenance and repair, management or sale or other disposition of any Project;

(i) Borrow money, incur indebtedness, and issue revenue bonds, notes, or other obligations and offer, issue, and sell warrants, options, or other rights related to such bonds, notes, or other obligations issued by AHA (collectively, *"Bonds"*);

(j) Assign, pledge or otherwise convey as security for the payment of any Bond revenues, receipts, property and funds to the extent permitted by law and this Agreement;

(k) Make loans and enter into leases (as lessor or lessee);

(l) Receive gifts, contributions and donations of property, funds, services, and other forms of assistance;

(m) Take such other actions, engage in such other transactions, enter into such contracts and agreements and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers.

AHA shall have the power of eminent domain with respect to any real property necessary for a Project; *provided, however*, such power shall not be exercised except with the unanimous consent of the Board; *and further provided*, that such power of eminent domain shall not be exercised by AHA against a Member without such Member's written consent.

4.4. The powers of AHA shall be exercised by the Board and, to the extent delegated by this Agreement or by action of the Board, by committees of the Board and officers, personnel, and persons and firms employed or contracted by AHA for such purpose, including an executive director.

Section 5. Qualification and Admission of Members.

5.1. In order to be considered for membership in AHA an entity must be a Public Agency as defined in the Act.

5.2. Qualifying Public Agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such Public Agency with AHA of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such Public Agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such Public Agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

5.3. Each Public Agency accepted as a Member shall appoint a Member Representative to AHA.

5.4. The membership of a Member may be terminated for cause upon the recommendation of the Board and a two-thirds vote of the Member Representatives. No such termination shall constitute termination of any contract between AHA and the Member nor shall it discharge or relieve such Member of its obligations under any contract to which such Member is then a party.

5.5. A Member may withdraw from this Agreement upon written notice to the Board; *provided, however*, that no such withdrawal shall result in the dissolution of AHA so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 6. Meetings of Members.

6.1. The Member Representatives shall meet no less frequently than annually to consider the business of AHA.

6.2. The business of the meetings of the Member Representatives shall be limited to: (i) the admission of new Members; (ii) the termination of a Member's membership; (iii) the election, qualification or removal of Directors; and (iv) other matters relating to the organization of AHA.

6.3. Notice of a meeting of the Member Representatives shall comply with applicable requirements of State law governing notices of public meetings.

6.4. Meetings of the Members may be held through electronic communication to the extent allowed by law. A Member Representative participating in a meeting through such means shall be considered present for purposes of a quorum and voting.

6.5 Voting by the Member Representatives shall be based on one vote per Member.

Section 7. Board of Directors and Organization.

7.1. AHA shall be administered by the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

7.2. (a) The Board shall consist of no less than three and no more than seven Directors.

(b) If there are two Members, each Member Representative shall appoint a Director to serve on the Board and the Member Representatives, collectively, shall appoint a third Director to serve on the Board.

(c) If there are more than two but less than eight Members, each Member Representative shall appoint a Director to serve on the Board. A Director appointed to the Board

by a Member Representative shall serve on the Board until a successor Director is appointed by the Member Representative. A Director appointed by a Member Representative may be removed at any time by the Member Representative that appointed such Director, with or without cause. When a new Member is admitted as a Member of AHA and there will be seven or fewer Members after such new Member is admitted, the Member Representative of such new Member shall appoint a Director to serve on the Board.

(d) If there are eight or more Members, there shall be seven Directors that shall be elected as provided herein. No later than one year after the admission of the eighth Member, the Member Representatives shall meet to elect the Directors. The Directors elected at such meeting shall replace the existing Directors; *provided, however*, an existing Director may be elected pursuant to this paragraph by the Member Representatives to continue serving as a Director. Each elected Director shall serve for a term of four years, except that the initial terms of three of the elected Directors may be shortened to two years in order to stagger the terms of the Directors. No term of a Director shall expire until a successor is elected.

(e) If the Directors are elected pursuant to Section 7.2(d) above, the Directors shall be elected by the Member Representatives at a meeting of the Member Representatives. Any Director or Member Representative may nominate individuals to serve as Directors. At least three days before a meeting of the Member Representatives to elect a Director or Directors, the Chair shall send to each Member Representative a list with the names of the individuals nominated to fill each Director vacancy. The individual nominated for a Director vacancy receiving the most votes from the Member Representatives shall be elected as Director; *provided that* at the meeting of the Member Representatives to elect the Directors after the admission of the eighth Member, each Member Representative may cast a vote for up to seven individuals nominated to serve as Director and the Directors shall be the seven individuals receiving the most votes of the Member Representatives at such meeting.

7.3. A Director may be removed by a majority vote of the Member Representatives at any time, with or without cause. A Director may resign at any time by giving at least 30 days' notice to the Board.

7.4. A vacancy on the Board shall be filled by an appointment made by the remaining Directors for a term to expire at the next annual meeting of the Member Representatives. At the next annual meeting, the Member Representatives shall fill the vacated position for its original term in accordance with the voting procedures set forth above.

7.5. A Member Representative may serve as a Director.

7.6. Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

7.7. The transaction of business of AHA shall require a quorum of the Board. A quorum shall be determined based upon the total Directors on the Board. In all cases, a majority of the

Directors shall constitute a quorum. Action by the Board shall be by resolution. A majority vote of a quorum is required to take action on behalf of AHA.

7.8. The Board may establish one or more committees in furtherance of its purposes and to provide oversight and direction to AHA on specific matters.

7.9. The Board shall meet at such times and places as the Chair of the Board shall direct, subject to the requirements of Utah law relating to notice of such meetings and the provisions of the By-Laws of AHA.

7.10. Meetings of the Board may be held through electronic communication to the extent allowed by law. A Director participating in a meeting through such means shall be considered present for purposes of a quorum and voting.

7.11. The Board is expressly authorized and empowered to exercise the powers conferred upon AHA by the Act, this Agreement or any other law.

7.12. The By-Laws of AHA shall be established and amended from time to time by the Board and shall provide, among other things, for the powers and duties of the officers and the calling and holding of meetings.

7.13. The officers of AHA shall consist of a Chair of the Board, a Vice Chair of the Board, a Secretary and a Treasurer. Each officer shall be a Director and shall be elected annually for a one-year term. A Director may serve in more than one office, except that the Chair and Vice Chair shall not be the same Director. In addition to such officers, the Board may by resolution appoint such assistant officers as the Board may from time to time determine to be necessary or desirable.

7.14. A Director shall have no liability to a Member for any act or omission in the performance of his duties as Director. The Members hereby agree not to make any claim or file any cause of action arising from any act or omission of a Director in the performance of his or her duties as Director.

7.15. The Members acknowledge and agree that the protection afforded to the Members under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code (the *"Immunity Act"*), shall be extended to AHA and its officers and employees pursuant to the Act. It is the express intention of the Members that all of the protection afforded to the Members and their officers and employees shall be extended to AHA and its officers and employees, the Member Representatives and the Directors, and the Members hereby delegate to AHA, to the extent permitted by law, all of the powers, privileges and immunities conferred by the Immunity Act. AHA shall indemnify and defend the Directors, the Member Representatives and the officers and employees of AHA as provided in the Immunity Act.

Section 8. Financing and Budget.

8.1. For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from January 1 to and including the following December 31.

8.2. All funds of AHA shall be strictly accounted for. AHA shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of AHA shall be open to inspection at all reasonable times by each Member. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by AHA and shall be a charge against any unencumbered funds of AHA available for that purpose.

8.3 AHA shall prepare all budgets and reports and shall file such budgets and reports as required by the Act or any other law of the State applicable to AHA. Such budgets and reports of AHA shall be open to inspection at all reasonable times by each Member. The costs of preparing and filing such budgets and reports shall be borne by AHA and shall be a charge against any unencumbered funds of AHA available for that purpose.

8.4. At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 3.2, after payment of all expenses and liabilities of AHA, all property of AHA both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members.

Section 9. Bonds.

9.1. From time to time AHA shall issue Bonds as approved by the Board, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

9.2. (a) The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of any Member or AHA. No Member shall be liable for any Bond or other obligation incurred by AHA, nor liable for the indebtedness of any other Member. The Bonds shall be special obligations of AHA, payable solely from the revenues, property and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of AHA shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Members or AHA in any manner be obligated to make any appropriation for such payment.

(b) No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of AHA in his or her individual capacity and neither the Board nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

9.3. The services of bond counsel, consultants, advisors, contractors, counsel and other agents, persons and firms necessary for the Projects and/or financings or otherwise providing services to AHA may be engaged and used by AHA. Such expenses shall be paid from the proceeds of the Bonds or any other unencumbered funds of AHA available for such purpose.

Section 10. Notices.

10.1 Notices and other communications hereunder to the Members shall be sufficient if delivered to the governing body of each Member; *provided, however*, that to the extent permitted by law, AHA may provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 11. Relationship and Obligations.

11.1 The Members shall not be deemed under this Agreement to be partners, joint venturers, or associated in any manner which obligates one Member for the debts, defaults or miscarriages of any other Member, nor to render any Member liable for obligations of AHA.

Section 12. Amendments.

12.1 This Agreement may be amended from time to time in any particular which does not jeopardize or adversely affect any existing contracts, notes, bonds, or other evidence of indebtedness, *provided that* such amendment shall not subject any Member to any dues, assessments, or liability without its consent thereto. Proposed amendments may be adopted by the submission of the proposed amendment to the Board for approval by resolution passed by affirmative vote of at least two-thirds of the Directors and thereafter by submission to the governing bodies of the Members for written approval thereof by all of the Members. Such amendment shall become effective upon the execution by each of the Members, the approval by an authorized attorney as required by applicable law, and any other requirements of applicable law.

Section 13. Execution of Counterparts.

13.1. This Agreement may be executed in any number of counterparts each of which shall constitute an original.

Section 14. Governing Law.

14.1. This Agreement is made in the State of Utah, under the Constitution and laws of the State and is to be construed pursuant to such laws; *provided, however*, that with respect to any Member that is not a Public Agency of the State, the power and authority of such Member to enter into this Agreement shall be determined under the laws of the state in which such Member is organized.

Section 15. Severability.

15.1. Should any part, term, or provision of this Agreement be held by the courts to be illegal or in conflict with any law of the State, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, this party hereto has caused this Agreement to be executed and attested by its proper officers, thereunto duly authorized, and its official seal affixed hereto, pursuant to a resolution of its governing body, and deems itself bound hereby with all other parties executing a counterpart hereof.

[MEMBER]

By:_____
[Title]

ATTEST:

By_____
[Title]

Date of Authorization and Execution:_____

This Agreement as executed is hereby approved as being in proper form and compatible with the laws of the State of Utah

By:_____
Authorized Attorney

APPENDIX A
MEMBERS

_____

_____, 2023

The City Council (the *"Governing Body"*) of Hurricane City (the *"Member"*), pursuant to due notice met in public session on January 4, 2024 at _____ p.m., at _____, _____, _____. The meeting was duly called to order by the _____ with the following members of the Governing Body being present, constituting a quorum of the Governing Body:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Absent: _____

_____

Also Present:

NAME	TITLE
_____	_____
_____	_____
_____	_____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, the duly qualified and acting _____ of [Name of Member] (the *"Member"*), do hereby certify, according to the records of the Member in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave public notice of the agenda, date, time and place of the [Resolution Date], public meeting held by the Governing Body of the Member, by:

(a) causing a Notice of Public Meeting to be posted at the principal office of the Governing Body at least 24 hours before the convening of the meeting, in the form attached hereto as *Exhibit A*; and

(b) causing a Notice of Public Meeting to be posted at the Utah Public Notice Website at least twenty-four (24) hours before the convening of the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Member, this [Resolution Date].

_____
[Secretary/Clerk/Recorder]

EXHIBIT A

[Attach Notice of Public Meeting]

Thereupon, after the conduct of other business not pertinent to the following, the following resolution was introduced in written form and, after due consideration, pursuant to motion duly made by _____ and seconded by _____ was adopted and approved by the following vote:

Aye: _____

_____

_____

_____

Nay: _____

Absent: _____

The resolution was thereupon signed and attested and countersigned and was ordered recorded in the official records of the Member. The resolution is as follows:

RESOLUTION 2024-01

RESOLUTION AUTHORIZING THE AHA INTERLOCAL COOPERATION AGREEMENT

A RESOLUTION AUTHORIZING AND APPROVING THE AHA AGREEMENT FOR JOINT AND COOPERATIVE ACTION, THE FIRST AMENDMENT THERETO AND THE SECOND AMENDMENT THERETO/THE SECOND AMENDMENT TO THE AHA AGREEMENT FOR JOINT AND COOPERATIVE ACTION]; AND (4) RELATED MATTERS.

***** ***** *****

WHEREAS, Hurricane City (the *"Member"*) desires to become a member of Attainable Housing Agency (*"AHA"*) pursuant to the provisions of the Attainable Housing Agency Interlocal Cooperation Agreement (the *"Interlocal Agreement"*); and

WHEREAS, the Member desires to approve, authorize and execute the Interlocal Agreement to provide for the Member to become a member of AHA;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hurricane City, as follows:

Section 1. Approval of the Interlocal Agreement. The Interlocal Agreement, in substantially the form attached hereto as *Exhibit A* is hereby authorized and approved, and the [Executive Officer] is hereby authorized, empowered and directed to execute and deliver the [Interlocal Agreement on behalf of the Member, and the [Clerk/Recorder/Secretary] is hereby authorized, empowered and directed to attest and countersign such execution.

Section 2. Attorney Review of the Interlocal Agreement. The Interlocal Agreement has been submitted to the attorney for the Member for review as to proper form and compliance with applicable law.

Section 3. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED January 4, 2024

Hurricane City

By:_____
Nanette Billings, Mayor

ATTEST:

_____
Cindy Beteag, Recorder

[SEAL]

EXHIBIT A

[Attach Interlocal Agreement]

After the conduct of other business not pertinent to the foregoing, it was moved and carried that the Governing Body adjourn.

[NAME OF MEMBER]

By:_____
[Title]

ATTEST:

_____
[Secretary/Clerk/Recorder]

STATE OF _____)
)
COUNTY OF _____)

I, the duly chosen, qualified _____ of [Name of Member] (the *"Member"*), do hereby certify that the foregoing is a full, true and correct copy of the extracts of minutes of a meeting of the Governing Body (the *"Governing Body"*) of the Member held on [Resolution Date] including a resolution adopted at the meeting, as recorded in the regular official book of minutes of the proceedings of the Governing Body kept in my office, that all members were given due, legal and timely notice of said meeting, that the meeting therein shown was in all respects called, held and conducted in accordance with law and in full conformity therewith, and that the persons therein named were present at the meeting, as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand this [Resolution Date].

_____
[Secretary/Clerk/Recorder]

Introducing a new way to fund and manage ADUs

AHA

ATTAINABLE HOUSING AGENCY

Attainable Housing Agency

Created: Nov 29, 2023 through an interlocal agreement between Utah County and Weber County

Purpose: funding ADU construction via tax-exempt special revenue bonds

Leadership

Board: Amelia Powers Gardner (Utah County), Andrea Beadles (Weber County)

Joe Spencer, Executive Director

Alex Guzman, Operations

AHA

Who is Joe Spencer

Previous Experience

Chairman of multiple local districts, raised over $66 million in municipal bonds for public improvements

MSRB Registered Municipal Advisor

Land Developer

Landlord

AHA

How AHA Executes Its Purpose

- Locate existing or soon to be built homes with unfinished basements
- Create 10-year master leases for each basement
- Fund the construction of ADUs through quarterly issuances of bonds
- Oversee the construction of those ADUs
- Sub-lease the basements to 80% AMI renters
- Create annual MIH reports for members

AHA

Member Benefits

- Additional attainable housing through gentle density
- Legal ADUs
- Rented to 80% AMI
- Resolve non-compliant ADUs
- Centralized organization to plan ADU deployment in your city
- Annual State MIH strategy reports

AHA

AHA Members Responsibilities

- Assign someone to join the board of AHA
- Attend quarterly (electronic) board meetings to approve new bond issues

Note: the bonds are not the responsibility of the members. They are backed solely by the revenue from the ADU master leases.

AHA

Host Homeowner Q&A

What are the qualifications for AHA's ADU4U program?

Your house needs an unfinished basement, off street parking, and be in a municipally approved ADU area. You need to be current on your house payment and be willing to sign a 10-year master lease to AHA

Can my basement be rented to my family members?

Yes, if their income falls within 80% of AMI

What happens after the 10-year master lease?

You will have full use of your ADU to use it how you want. You can continue to rent to AHA renters or manage the apartment as you wish.

AHA

Host Homeowner Q&A continued

What size does my unfinished basement need to be?

We would like to build a 2 bed 2 bath apartment in your basement. In some cases, other configurations might make sense. Generally, we need at least 800 square feet.

Can I sell my house during the 10-year master lease?

The new owners will be able to choose to continue in the lease or you can pay off the amortized balance of the funds used to build your ADU.

How much cashflow can I expect?

AHA will manage the rental for you. When the renters pay AHA, we will pay the funding source first. Then we will set aside reserve funds for repairs, vacancies and management. Then we will pay you the remaining cash flow. You will also see an increase in the value of your home.

Who’s Already Excited about AHA?

Builders

Housing Authorities

Zion’s Public Finance

Municipalities

AHA

How Do You Get Involved?

Sign and Interlocal to join as a member

or

Sign and interlocal agreement to partner with AHA

AHA

Thank you for your time.

Let’s work together!

www.attainanblehousingagency.org

A Guide for Host Homeowners

AHA

ATTAINABLE HOUSING AGENCY

What can we do for you?

So you have an unfinished basement…

We will:

Get funding to pay for your apartment
Design your apartment
Build your apartment
Rent your apartment from you

Here’s what you DON’T need to do:

You don’t need to qualify for a loan

You don’t need to oversee the construction

You don’t need to be a landlord

Q&A

What are the qualifications for AHA's ADU4U program?

Your house needs an unfinished basement, off street parking, and be in a municipally approved ADU area

You need to be current on your house payment and be willing to sign a 10-year master lease to AHA

Can my basement be rented to my family members?

Yes, if their income falls within 80% of AMI

What happens after the 10-year master lease?

You will have full use of your ADU to use it how you want. You can continue to rent to AHA renters or manage the apartment as you wish.

Can I sell my house during the 10-year master lease?

The new owners will be able to choose to continue in the lease or you can pay off the amortized balance of the funds used to build your ADU.

Q&A

What size does my unfinished basement need to be?

We would like to build a 2 bed 2 bath apartment in your basement. In some cases, other configurations might make sense. Generally, we need at least 800 square feet.

What design will be used to build my ADU?

Each basement will be designed to meet building codes and built last for many years. The design will be different for every ADU. Some things that will AHA will affect your design are the locations of things like external access, existing window configurations, and utility stub locations.

How much cashflow can I expect?

AHA will manage the rental for you. When the renters pay AHA, we will pay the funding source first. Then we will set aside reserve funds for repairs, vacancies and management. Then we will pay you the remaining cash flow. You will also see an increase in the value of your home.

Ready to learn more?

Our first step is to gather some information. Click here to get started.

You can learn more about us at our website:
www.attainanblehousingagency.org

We look forward to getting to know you and your home. Hopefully, we will be a good match for each other, and together we can make a difference in your life and your future renters' lives.

RESIDENTIAL MASTER LEASE

THIS RESIDENTIAL MASTER LEASE (this *"Lease"*), dated as of _____, 2023, is by and between [Homeowner] (*"Landlord"*), and Attainable Housing Agency (*"AHA"*).

Landlord and AHA hereby agree as follows:

1. BASIC TERMS

The following is a summary of basic lease information (the *"Basic Lease Information"*). Each item below shall deem to incorporate all of the terms in this Lease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

Landlord:	[Homeowner]
AHA:	Attainable Housing Agency, an interlocal agency and political subdivision of the State of Utah.
Property:	The improvements and the land located at _____ [Address] (the *"Property"*), including the residential building located on the Property (the *"Building"*).
Premises:	The *"Premises"* consist of an approximately _____ square feet portion of the Building set forth in the plans attached hereto as *Exhibit B* and all improvements therein, including the Improvements set forth in *Exhibit C* to be constructed on the Premises
Term (*Section 4.1*):	10 years, commencing on the Commencement Date and expiring on the Expiration Date (as such terms are defined below), subject to early termination as provided in this Lease.
Landlord Termination Right (*Section 2*):	Terminable at Landlord's option upon the occurrence of a Landlord Termination Event as provided in Section _____.
Base Rent (*Section 5.1*):	Monthly Base Rent: $_____. [The Monthly Base Rent will be adjusted as provided in Section _____]
Permitted Use (*Section 6.1*):	AHA may use the Premises for the purpose of subleasing the Premises to Approved Subtenants pursuant to an Approved Sublease. AHA may also acquire, construct and maintain the Improvements on the Property. Approved Subtenants may use the Premises

	for a residential dwelling [for the Approved Subtenant and their immediate family members] solely as provided in and subject to the Approved Sublease, the Parking Space (defined below) and the Common Area (defined below). Approved Subtenants may use the Parking Space and Common Grounds for the purposes set forth in this Lease and the Approved Sublease.
Parking Space and Common Area Access (*Section 3.2*):	AHA and Approved Subtenants may use the Parking Space and shall have access to common areas as provided in this Lease.
Notice Address of Landlord:	[Address] [City, State, Zip] Phone: Email:
Notice Address for AHA:	[Address] [City, State, Zip] Phone: Email:

2. CERTAIN DEFINED TERMS

Certain defined terms used in this Lease are set forth below:

"AHA" has the meaning specified in the Recitals.

"Approved Contractor" means a regionally recognized contractor licensed in the State with a proven reputation in the construction of residential dwellings or alternative dwelling units.

"Approved Subtenant" means a subtenant of the Premises pursuant to an Approved Sublease and meeting the standards and requirements of *Exhibit D*.

"Approved Sublease" has the meaning specified in *Section 12.2*.

"Base Rent" has the meaning specified in *Section 1*.

"Base Rent Adjustment Date" has the meaning specified in *Section 5.2*.

"Bonds" means the bonds issued by AHA to finance, among other things, the Improvements.

"Building" has the meaning specified in *Section 1*.

"Commencement Date" means the date of execution of this Lease by Landlord and AHA.

"Event of Default" has the meaning specified in *Section 13.1*.

"Expiration Date" means the last day of the month that is 10 years after the Commencement Date.

"Governmental Entity" means the State or any agency, division, commission, district, authority, public body or political subdivision of the State.

"Landlord" has the meaning specified in the Recitals.

"Landlord Termination Event" means (i) the transfer of the Property by Landlord to a third party (*"New Owner"*), (ii) [foreclosure], (iii) [destruction of the Property], (iv) [eminent domain taking of the Property], (v) [Landlord default, other].

"Landlord Termination Amount" means the sum of all debt service payments on the Landlord's Portion of the Bonds from the Landlord Termination Date to the earlier to occur of the next optional redemption date of the Bonds and the final maturity date of the Bonds.

"Landlord's Portion of the Bonds" means the portion of the Bonds allocated to pay for the Improvements.

"Landlord Termination Date" means the date of occurrence of the Landlord Termination Event.

"Lease" has the meaning specified in the Recitals.

"Memorandum of Lease" has the meaning specified in *Section 18.2*.

"Mortgage" has the meaning specified in *Section 10.1*.

"New Owner" means the successor in interest of the Property.

"Parking Space" has the meaning specified in *Section 3.2*.

"Premises" has the meaning specified in *Section 1*.

"Property" means, collectively, the land and all improvements thereon, including the Building, described in *Exhibit A*.

"State" means the State of Utah.

"Term" has the meaning specified in *Section 4.1*.

3. LEASE AGREEMENT AND THE PREMISES

3.1. *Lease*. Landlord leases to AHA and AHA leases from Landlord, subject to the provisions of this Lease, the Premises as described in the Basic Lease Information in Section 1, including the Parking Space and common area access, as described below.

3.2. *Parking Space*. Landlord shall provide one parking space for Approved Subtenants to park a medium sized car in [the driveway on the Property][the garage on the Property][the parking space designated in *Exhibit B*] (the *"Parking Space"*). Approved Subtenants shall park only in the designated Parking Space on the Property and shall be for registered, operable vehicles only.

3.3. *Common Area Access.* AHA and Approved Subtenants shall at all times have reasonable access to the Premises and the Parking Space.

4. TERM

4.1. *Term.* The term of this Lease (*"Term"*) shall commence as of the Commencement Date and shall expire on the Expiration Date, unless sooner terminated in accordance with this Lease.

4.2. *Landlord Termination Right*. (a) Upon the occurrence of a Landlord Termination Event, Landlord shall have the right to (i) assign all of its interests, rights and obligations under this Lease to New Owner or (ii) terminate this Lease, in each case as provided below.

(b) In the event Landlord exercises it right to assign this Lease pursuant to Section 4.2(a)(i) above, Landlord shall (i) give 90 days' written notice to AHA in accordance with the provisions of this Lease, (ii) execute such documents reasonably required by AHA to effect the assignment, and (iii) shall cause New Owner to execute this Lease as the new Landlord or a consent to the assignment of this Lease.

(c) In the event Landlord exercises it right to terminate this Lease pursuant to Section 4.2(a)(ii) above, Landlord shall (i) give 90 days' written notice to AHA in accordance with the provisions of this Lease, (ii) pay to AHA the Landlord Termination Amount on or before the Landlord Termination Date, and (iii) execute such documents reasonably required by AHA to effect the termination of this Lease.

5. RENT

5.1. *Base Rent*. Beginning on the Commencement Date, AHA shall pay to Landlord during the Term the monthly Base Rent specified in the Basic Lease Information in Section 1 (the *"Base Rent"*). The Base Rent shall be payable on or before the 5th day of each month, in advance, at the address specified for Landlord in the Basic Lease Information in Section 1, or such other place as Landlord may designate in writing upon not less than thirty (30) days' advance notice to AHA. AHA shall pay the Base Rent without any prior demand and without any deductions or setoff except as expressly otherwise provided in this Lease. If the Commencement Date occurs on a day other than the first day of a calendar month or the Termination Date or Expiration Date occurs on a day other than the last day of a calendar month, then the monthly payment of the Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

5.2. *[Adjustments in Base Rent*. On each date specified below (each, a *"Base Rent Adjustment Date"*), the Base Rent payable under Section 5.1 shall be adjusted as follows:]

[Insert]

5.3. *Payment of Real Estate Taxes*. During the Term, Landlord shall be solely responsible for payment of all real estate taxes for or attributable to the Property, including the Premises, and all other taxes and assessments imposed upon or assessed against Landlord and/or the Property with respect to Landlord's ownership and/or use of the Property.

6. USE

6.1. *Permitted Use.* AHA and Approved Subtenants may use the Premises solely for the uses specified in the Basic Lease Information in Section 1.

7. ALTERATIONS AND IMPROVEMENTS

7.1. *Improvements.* AHA shall acquire, construct and install the Improvements set forth in *Exhibit C* in a workmanlike manner similar to similar improvements in the county in which the Property is located. AHA shall use an Approved Contractor for the construction of the Improvements. The Improvements shall be Landlord's property and shall be surrendered by AHA to Landlord upon the expiration or sooner termination of this Lease.

7.2. *Alterations By AHA*. Except for the Improvements, AHA will not make any alterations to the Building or the Property. AHA may, without Landlord's consent, make any alterations that do not adversely affect the structural components of the Building. Any alterations shall be made at AHA's cost. Landlord shall reasonably cooperate with AHA, at no cost to Landlord, in securing building and other permits and authorizations needed in connection with any alterations. AHA shall not be required to remove any alterations upon the expiration or sooner termination of this Lease. All alterations shall be performed in accordance with local laws and regulations.

7.3. *Alterations By Subtenant*. Approved Subtenants shall be allowed to make alternations to the Premises solely as provided in the Approved Sublease.

7.4. *Alterations by Landlord.* Landlord shall not alter or modify the Premises except as required in connection with the performance of its obligations under applicable laws, rules and regulations and this Agreement.

8. REPAIRS AND MAINTENANCE

8.1. *AHA's Repairs and Maintenance Obligations.* AHA shall, at AHA's expense, maintain, repair and keep the Premises in a condition that satisfies local laws, rules and regulations.

8.2. *Landlord's Repairs and Maintenance Obligations.* Landlord shall, at Landlord's expense, maintain, repair and keep the Building and the Property, except the Premises, (i) in working order and condition, (ii) in a condition that satisfies local laws, rules and regulations and (iii) in a condition that allows AHA and Approved Subtenants use of and access to the Premises for the purposes provided in this Lease at all times without interference.

9. UTILITIES

9.1. *Utilities.* As part of the Improvements, AHA shall install separate meters for

utilities used on the Premises, to the extent it can reasonably be accomplished on the Property and Building. AHA shall be responsible for contracting for and paying the cost of all utilities used by AHA and the Approved Subtenants, including [gas, electricity, water, sewer service, garbage collection, internet and telephone], with respect to the Premises.

10. SUBORDINATION

10.1. *Mortgage subordination.* Landlord shall have the right to cause this Lease to be subordinated to the lien of any current or future bona fide mortgage or deed of trust to which the Premises is provided as security (herein a *"Mortgage"*), provided that the Landlord causes such lender to provide to the AHA a subordination, nondisturbance and attornment agreement in a form and substance that is commercially reasonable. Such agreement shall provide that if the Mortgage should terminate or be foreclosed or a conveyance in lieu of foreclosure is made for any reason, AHA shall pay subsequent Base Rent and attorn to and become the tenant of such successor Landlord, provided that AHA has received proper written notice of such succession and the name and address of the successor landlord, and further provided that, as a condition to such attornment the holder of such Mortgage shall agree that, so long as there is no uncured Event of Default by AHA hereunder, such holder shall recognize this Lease and shall not disturb AHA in its possession of the Premises for so long as there is no uncured Event of Default by AHA under this Lease and such lender is not otherwise entitled to terminate this Lease or otherwise dispossess AHA of the Premises in accordance with the terms hereof.

11. DAMAGE AND DESTRUCTION; EMINENT DOMAIN

11.1. *Damage and Destruction.* If the Premises are damaged by fire or other casualty (a *"Casualty"*) that renders all or any portion of the Premises unusable for AHA or Approved Subtenant's use, Landlord shall notify AHA within ten days after the Casualty of Landlord's determination regarding the time required to repair and restore the Premises or intention to terminate the Lease. If the Premises can, in the Landlord's reasonable judgment, be restored and reoccupied by AHA or Approved Subtenants within one hundred fifty (150) days after the date of the Casualty, Landlord shall at its own cost and expense to the extent of Landlord's receipt of all applicable insurance money, immediately begin and diligently pursue repair and restoration, and all Base Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenantable or inaccessible until the date that the Landlord has restored the Premises to the condition of the Premises prior to the Casualty. If the Premises shall be damaged by a Casualty and the damage is such that the Premises cannot, in Landlord's reasonable judgment, be restored and reoccupied by AHA or Approved Subtenant within one hundred fifty (150) days after the date of the Casualty, Landlord shall so notify AHA and either Landlord or AHA may terminate this Lease by notice to the other. If Landlord fails to timely provide AHA with its determination of the time required for renovations as provided above, AHA may thereafter terminate the Lease without penalty. Notwithstanding any provision to the contrary herein, Tenant shall have the right to terminate this Lease in the event the Premises are not substantially restored to their pre-casualty condition within 150 days of the date of Casualty or if the Casualty or other damage occurs during the last year of the Term or be, unless such damage or destruction is caused by AHA or Approved Subtenants. If neither party elects to terminate this Lease, then Landlord shall, to the extent of Landlord's receipt of all applicable insurance money, immediately begin and diligently pursue repair and restoration, and the Base Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered

untenantable until Landlord has restored the Premises. If either party elects to terminate, this Lease shall be terminated effective as of the date of the applicable notice and Landlord shall be required to make the Landlord Termination Payment to AHA.

11.2. *Eminent Domain*. If the whole or any material part of the Premises shall be taken under the power of eminent domain or in the event of a conveyance in lieu thereof, which renders the Premises untenantable, AHA shall have the right to terminate the Lease by notice to Landlord given within ten (10) days after receipt of Landlord's notice as set forth above. If Landlord or Tenant elects to terminate, the Lease shall terminate as of the date on which possession of the Premises is required to be surrendered to the condemning authority, the Base Rent shall be paid up to that date, and Landlord shall be required to make the Landlord Termination Payment to AHA.

12. ASSIGNMENT AND SUBLETTING

12.1. *General.* Except as provided in this Section and Section 12.2 below, AHA shall not sell, assign, or otherwise transfer all or any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder, without Landlord's prior written consent, which consent shall not be unreasonable withheld, delayed or conditioned. Provided there does not then exist a monetary or material non-monetary Event of Default by AHA under this Lease, AHA may assign its rights hereunder to any Governmental Entity upon no less than ten (10) days prior written notice to Landlord. As a condition precedent to the validity of any such assignment by AHA to any Governmental Entity, (i) such Governmental Entity shall assume in writing all of AHA's covenants, conditions and other obligations to Landlord hereunder arising from and after the date of such assignment, and (ii) an executed original of such agreement of assumption shall be delivered to Landlord prior to the effective date of such assignment.

12.2. *Subleasing.* During the Term, AHA shall have the right, without Landlord's consent, to enter into subleases with respect to the Premises with Approved Subtenants pursuant to the standard lease form attached hereto as *Exhibit E* (an *"Approved Sublease"*). The Approved Sublease shall (i) contain a provision subordinating such Approved Sublease to this Lease and any deed of trust or mortgage of any lender of Landlord recorded against the Property; (ii) contain an agreement of the Approved Subtenant thereunder to attorn to Landlord and such lender (at the election of Landlord or such lender, as the case may be) if this Lease is terminated due to an Event of Default by AHA hereunder; and (iii) be an Approved Sublease in the form attached hereto as *Exhibit E* solely between AHA and Approved Subtenants that meet the standards and requirements set forth in *Exhibit D*.

13. DEFAULT; REMEDIES

13.1. *Events of Default by AHA*. Any of the following shall constitute an *"Event of Default"* by AHA under this Lease:

(a) AHA's failure to make any payment of Base Rent or any other payment due from AHA to Landlord under this Lease within five (5) business days after its due date, provided that such failure shall have continued for more than five (5) business days beyond Landlord's notice of such failure; and further provided that, for payments of Base Rent, AHA shall be entitled to such notice on not more than two (2) occasions

in any given Lease Year.

(b) AHA's failure to perform any other covenant or obligation of AHA hereunder (not involving the payment of money) and to cure such non-performance within thirty (30) days of the date of receipt of notice thereof from Landlord, provided that if more than thirty (30) days are reasonably required for such cure, no Event of Default shall occur if AHA commences such cure within such period and diligently prosecutes such cure to completion.

13.2. *Landlord's Remedies*.

(a) Upon the occurrence of any Event of Default by AHA, Landlord shall have all rights and remedies available at law or in equity or granted hereunder, including the following (but specifically excluding the right to dispossess AHA unless Landlord elects to terminate this Lease pursuant to clause (a)(1) hereof):

(i) Landlord may terminate this Lease (but only in the event of a monetary or material non-monetary Event of Default), by giving AHA written notice of Landlord's election to do so, in which event the Term and all right, title and interest of AHA hereunder shall end on the date stated in such notice.

(ii) Landlord may elect to keep this Lease in place.

(iii) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy.

(iv) Landlord may elect to perform any obligation of AHA under this Lease and be reimbursed by AHA for the reasonable costs and expenses incurred by Landlord in performing such obligation, together with interest at the Default Rate from the date the charge was incurred, within ten (10) days after providing AHA with an invoice for the same.

(v) If Landlord exercises the remedy provided for in clause (a)(i) above, (A) AHA shall surrender possession of and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, and (B) Landlord shall be entitled to recover from AHA all damages and other sums which Landlord is entitled to recover under any provision of this Lease or at law or in equity, including, but not limited to, all the fixed dollar amounts of Base Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by AHA, or for which AHA is liable or in respect of which AHA has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, and, in addition, any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the excess of

the Base Rent provided to be paid for the remainder of the Term over the fair market rental value of the Premises (determined at the date of termination of this Lease) after deduction of all anticipated expenses of reletting. Landlord shall use commercially reasonable efforts to mitigate its damages.

(b) If Landlord elects to keep the Lease in place, AHA shall remain obligated to pay the Base Rent (and all other charges) hereunder as and when they become due.

(c) In all cases, AHA shall remain responsible for all past due Base Rent and other unpaid charges. All amounts due under this Lease (including Base Rent), which AHA shall not pay when due, shall bear interest at the Default Rate.

13.3. *Landlord's Default*.

(a) If at any time or times Landlord shall be in default in the performance or observance of any of its covenants, agreements or undertakings provided in this Lease, and if Landlord shall not cure or remedy such default within thirty (30) days after AHA gives written notice thereof to Landlord (or, in the case of an emergency which could reasonably be expected to cause damage or injury to persons or property or where the Premises are uninhabitable, such shorter period as is commensurate given the nature of the emergency), or, if such default cannot reasonably be cured and remedied within such time period, if Landlord shall not commence in good faith to cure and remedy such default within such time period after receipt of such notice from AHA and continue with due diligence until such default is cured and remedied, then Landlord shall be deemed to be in default under this Lease. In such event, AHA may, but shall not be obligated to, take such action as in AHA's good faith judgment is reasonably appropriate to cure and remedy such default by Landlord (including, without limitation, the payment of taxes, the satisfaction of security interests, mortgages, liens, or encumbrances, the performance of obligations owed to lenders and debtors, or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements, and financing statements, and the endorsement of instruments), and Landlord shall, within ten (10) days after receipt of demand therefor, pay to AHA an amount equal to all reasonable costs and expenses incurred by AHA in so curing and remedying such default, together with interest at the Default Rate. After not less then thirty (30) days from such notice of default without cure, AHA may also sue Landlord for damages and/or for specific performance. In no event may AHA offset any amounts owing AHA against Base Rent unless AHA receives a final judgment in a court of competent jurisdiction against Landlord and Landlord shall have failed to pay such judgment within thirty (30) days thereafter.

13.4. *Performance by AHA.* If Landlord at any time fails to perform or observe any of the covenants or agreements contained in this Agreement, if such failure shall continue for a period of 10 calendar days after AHA gives Landlord written notice thereof, (*provided, however*, that, if the failure stated in such notice cannot be corrected within such 10-day period, AHA will not unreasonably withhold its consent to an extension of such time for an additional 20-day period if corrective action is instituted by Landlord within the applicable period and diligently pursued until the default is corrected), AHA may, but need not, (upon written notice to the Landlord) perform or observe such covenant on behalf and in

the name, place, and stead of Landlord (or, at AHA's option, in AHA's name) and may, but need not, (upon written notice to the Landlord) take any and all other actions which AHA may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations owed to account debtors, or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements, and financing statements, and the endorsement of instruments); and Landlord shall thereupon pay to AHA on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by AHA in connection with or as a result of the performance or observance of such agreements or the taking of such action by AHA, together with interest thereon from the date expended or incurred. To facilitate the performance or observance by AHA of such covenants of Landlord, Landlord hereby irrevocably appoints AHA, or the delegate of AHA, acting alone, as the attorney in fact of Landlord with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse, or file in the name and on behalf of Landlord any and all instruments, documents, assignments, security agreements, financing statements, applications for insurance, and other agreements and writings required to be obtained, executed, delivered, or endorsed by Landlord under this Agreement.

14. WARRANTIES, COVENANTS AND REPRESENTATIONS.

14.1. Landlord warrants that it is the owner of the Property and has the right to lease it free of all encumbrances and obligations. Landlord will defend AHA's right to quiet enjoyment of the Premises from the unlawful claims of all persons during the Lease Term.

14.2. Landlord shall not be liable for any damages or personal injuries incurred inside the Premises during the Lease Term, except to the extent caused by the negligence or willful misconduct of Landlord.

14.3. AHA shall not be liable for any damages or personal injuries incurred on the Property, except the Premises, during the Lease Term, except to the extent caused by the negligence or willful misconduct of AHA, Approved Subtenants, and licensees and invitees of Approved Subtenants or AHA.

15. INSURANCE.

15.1. *Landlord's Insurance*. At all times during the Term, Landlord, at its sole cost and expense, shall maintain insurance that insures the Property, including the Building and the Premises, against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered under an All Risk form property insurance policy (but also specifically including coverage for earthquake and flood) in an amount equal to one hundred percent of the full insurance replacement value (replacement cost new, including, boiler and machinery coverage, debris removal and demolition) thereof.

15.2. *Waiver of Subrogation*. Notwithstanding anything to the contrary contained herein, Landlord hereby waives any right of recovery against AHA for any loss or damage sustained by Landlord with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of AHA, to the extent such loss or damage is covered by insurance that Landlord

is required to purchase under this Lease or is otherwise actually recovered from valid and collectible insurance covering Landlord.

16. ACCESS BY LANDLORD

16.1. *Access by Landlord.* Landlord reserves the right to enter the Premises at all reasonable times and after giving AHA and Approved Subtenant at least twenty-four (24) hours' advance notice, except in cases of emergency (in which event Landlord shall give such notice, if any, as is appropriate under the circumstances), which notice need not be written, for any purpose.

17. SURRENDER

17.1. *Surrender.* Upon expiration or earlier termination of this Lease, AHA shall surrender the Premises to Landlord: (i) in good order, condition and repair, reasonable wear and tear and casualty damage excepted, (ii) with all alterations in place and surrendered in good condition, and (iii) free of occupancy, wiped down and cleaned (but not repainted), with the floors broom-cleaned and vacuumed, and with all of AHA's and Approved Subtenant's personal property and trash and debris removed therefrom (and with all damage from such removal repaired).

18. GENERAL PROVISIONS

18.1. *Marketing and Promotion; Signage.* During the Term, AHA shall have the right, at its expense, to provide for the marketing and promotion of the Premises and to install signage and/or provide marketing and advertising materials in, on or about the Premises.

18.2. *Memorandum of Lease.* Concurrently with the mutual execution of this Lease, Landlord and AHA shall execute and acknowledge a Memorandum of Lease in the form attached hereto as *Exhibit F* (the *"Memorandum of Lease"*), which Memorandum of Lease AHA may record against the Property in the official records of the county in which the Property is located, at AHA's expense. If AHA elects to record a Memorandum of Lease, AHA shall, concurrent with recordation of the Memorandum of Lease, deliver to Landlord a release of such Memorandum of Lease in the form attached hereto as *Exhibit G*, signed by AHA and in recordable form that Landlord may record at the termination of this Lease.

Landlord and AHA have executed this Lease as of the date first written above.

LANDLORD:

By: _____
Name: _____

AHA:

ATTAINABLE HOUSING AUTHORITY

By: _____
Its: _____

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

PREMISES DESCRIPTION

EXHIBIT C

DESCRIPTION OF IMPROVEMENTS

EXHIBIT D

APPROVED SUBTENANTS

EXHIBIT E

FORM OF APPROVED SUBLEASE

EXHIBIT F

MEMORANDUM OF LEASE

EXHIBIT G

RELEASE OF MEMORANDUM OF LEASE

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **agreement to dispose of City property in exchange for infrastructure and services**. -Arthur LeBaron

Discussion:
This agenda item is to consider the terms that the Council will require to convey 0.846 acres of City property to B&T Ventures LLC in exchange for the construction of infrastructure. B&T owns property east of the City airport, north of 2300 South, between 700 West and the latest phase of the Angel Heights subdivision. The City owns property adjacent to B&T's property that is currently used as a storm water basin and open space. The proposal is to convey a portion of the City's property to B&T in exchange for infrastructure in the area beyond what would normally be required for the development of B&T's property. On December 7, 2023, the Council voted to dispose of this property in exchange for infrastructure, but with the condition that the specific terms be reduced to a contract and approved by the Council. Included in the packet is a draft agreement that attempts to capture the apparent intent of the City Council on December 7th. The City Attorney approves the form of the draft agreement. Also included in the packet is Resolution 2023-40, which is the prior decision of the Council to move forward with this matter.

Findings:

Recommendation:

Attachments:
1. 240111 Contract for Deed (with exhibit)
2. Resolution 2023-40 disposal of a portion of H-3-2-10-2313 (v. 2)

CONTRACT FOR DEED IN EXCHANGE FOR INFRASTRUCTURE

This Contract for Deed in Exchange for Infrastructure ("Agreement") is entered into this 18th day of January, 2024, between Hurricane City, a Utah municipal corporation (the "City") and B&T Ventures LLC, a Utah limited liability company ("B&T").

Recitals

a. B&T owns a parcel of property within Hurricane City identified as parcel number H-3-2-10-232 (the "B&T Parcel"), and B&T is in the process of seeking approval for commercial development on the property.
b. The City owns a parcel of property adjacent to the B&T Parcel, which is identified as parcel number H-3-2-10-2313 (the "City Parcel").
c. The City Parcel currently serves as a drainage basin and open space.
d. On December 7, 2023, upon application from B&T, the Hurricane City Council approved the disposal of a portion of the City Parcel to B&T upon terms to be reduced to a written agreement and approved by the City Council. *See* Resolution 2023-40.
e. This Agreement is the document that reduces to terms of the disposal to writing and contemplated by Resolution 2023-40.
f. The conveyance of a portion of the City's Parcel is contingent upon B&T making certain improvements, as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated herein by reference.
2. B&T agrees to construct the eight categories of improvements set out in Exhibit A, attached hereto. Items 1-7 at Exhibit A (Curb and Gutter, Sidewalk, Asphalt, Road Base and Preparation, Basin Earthwork, Waste and Debris Removal, and Import and Compaction of Pit Run) shall be constructed as part of B&T's commercial development, and the cost of those improvements shall be included in the typical bonding required for the commercial development.
3. B&T also agrees to construct a Bike Skills Park within the City's Parcel. The Bike Skills Park shall be designed by a qualified designer and the design and location shall be approved by the City Engineer. The Bike Skills Park shall be completed on or before July 18, 2025. To ensure the Bike Skills Park is completed, B&T shall place $25,000 in escrow with the City as described in Item 8 of Exhibit A.
4. Upon B&T's completion of its obligations under this Agreement, the City shall execute and deliver to B&T a quitclaim deed for a portion of the City's Parcel described as follows:

> COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE &

MERIDIAN; THENCE S88°36’28”E ALONG THE SECTION LINE, 226.93 FEET; THENCE NORTH 57.85 FEET TO THE POINT OF BEGINNING.

THENCE ALONG THE EAST BOUNDARY LINE OF PARCEL H-3-2-10-232 THE FOLLOWING 3 COURSES: N16°24'52"E 223.50 FEET; THENCE N21°57'04"E 296.59 FEET; THENCE N06°08'48"E 497.09 FEET; THENCE DEPARTING SAID BOUNDARY LINE AND RUNNING S88°37'00"E 40.14 FEET; THENCE S06°08'48"W 505.98 FEET; THENCE S22°38'29"W 520.07 FEET; THENCE N88°36'52"W 13.00 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 36,850 SQUARE FEET OR 0.846 ACRES.

(referred to here as the “Subject Property”).

5. If B&T fails to complete all of its obligations under this Agreement by July 18, 2025, then the City’s obligations under this Agreement, including its obligation to deed the Subject Property to B&T, shall be forever and completely terminated, without regard to any partial performance by B&T.
6. In anticipation of fulfilling its obligations under this Agreement, B&T desires to begin construction of its commercial development, including the development of the Subject Property, prior the conveyance of the Subject Property to B&T. The City will allow this development on its property with the limitations of this paragraph. If B&T elects to place improvements on the Subject Property prior to ownership, it does so at its own risk and expense. If B&T’s improvements are placed on the Subject Property but ownership of the property is not conveyed to B&T due to B&T’s failure to perform, B&T shall have no right or claim to the Subject Property and shall remove any improvements and restore the Subject Property as directed by the City.
7. This Agreement shall not be assigned to any third party.

HURRICANE CITY	B&T VENTURES LLC
_____	_____
By: Nanette Billings	By: Beau Davis
Its: Mayor	Its: Manager

Exhibit A

Angel Heights Basin Proposal

ITEM #	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	C&G	107	LF	$ 30.00	$ 3,210.00
2	SIDEWALK	535	SF	$ 5.50	$ 2,942.50
3	ASPHALT	1600	SF	$ 3.50	$ 5,600.00
4	ROADBASE AND PREP	2242	SF	$ 3.50	$ 7,847.00
5	BASIN EARTHWORK	3975	CY	$ 8.00	$ 31,800.00
6	WASTE AND DEBRIS REMOVAL	200	CY	$ 75.00	$ 15,000.00
7	IMPORT OF PIT RUN - COMPACT	476	CY	$ 32.40	$ 15,422.40
8	25,000 ESCROW FOR BIKE SKILLS	1200	SF	$ 15.00	$ 25,000.00
	PARK CONSTRUCTION			**TOTAL**	**$ 106,821.90**

Resolution 2023-40

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING THE DISPOSAL OF A PORTION OF PARCEL H-3-2-10-2313

WHEREAS, Hurricane City Code 1-10 allows the City to dispose of surplus property that is deemed unusable or surplus; and

WHEREAS, Beau Davis, an owner of land adjacent to Parcel Number H-3-2-10-2313, has petitioned the City Council to dispose of approximately 0.85 acres of the parcel as part of Beau Davis's development of Hurricane Heights Storage in exchange for providing certain services and improvements along 2300 South and on the property that shall remain the City's; and

WHEREAS, a portion of Parcel H-3-2-10-2313 is surplus and the services and improvements provided as consideration for the exchange will provide a greater benefit to the public; and

WHEREAS, the City has held a public hearing and provided notice as required in Utah Code 10-8-2 Disposal of Real Property; and

WHEREAS, the proposed disposal has been presented to the Hurricane Joint Utility Committee, and no objections were raised; and

WHEREAS, the disposal will not negatively affect adjacent property owners; and

WHEREAS, the specific terms of the exchange shall be agreed to in a written agreement approved by the City Council prior to any conveyance of the property by the City,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that a portion of Parcel H-3-2-10-2313, as described at Exhibit A attached hereto, be disposed of to Hurricane Heights Storage/Beau Davis; provided, however, that the Mayor is not authorized to convey the property until the terms of the exchange have been confirmed in a written agreement approved by the City Council and executed by both parties.

DATED this 7th day of December 2023

Nanette Billings

Nanette Billings, Mayor

Attest:

Cindy Beteag

Cindy Beteag, Recorder

HURRICANE CITY CORPORATE SEAL WASHINGTON COUNTY UTAH

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 7th day of December 2023. Whereupon a motion to adopt and approve said Resolution was made by David Hirschi and seconded by Doug Heideman. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	X			
Kevin Thomas	X			
Joseph Prete	X			
Dave Sanders				X
Doug Heideman	X			

Cindy Beteag

Cindy Beteag

EXHIBITA

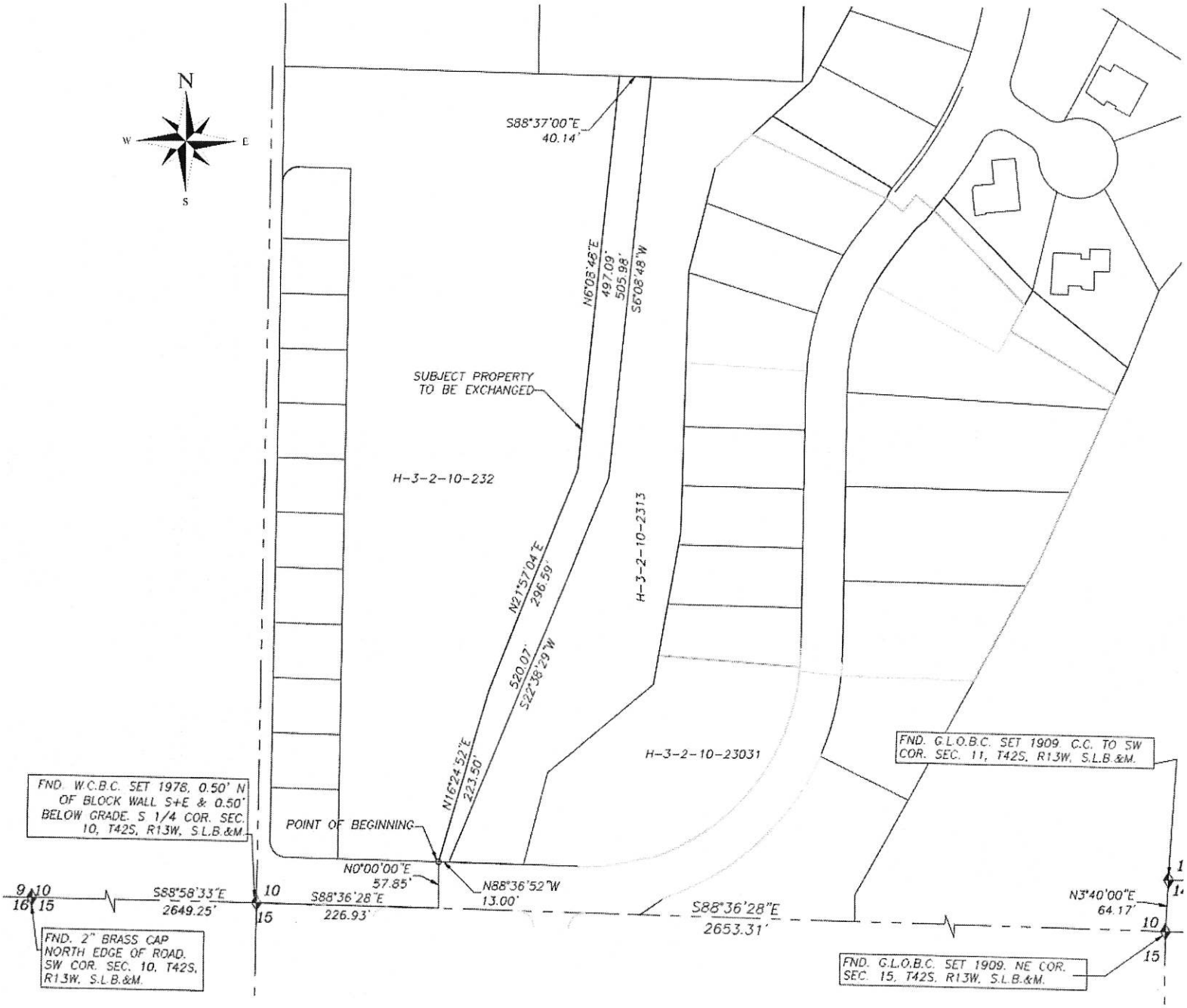
LAND SWAP LEGAL DESCRIPTION

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S88°36'28"E ALONG THE SECTION LINE, 226.93 FEET; THENCE NORTH 57.85 FEET TO THE POINT OF BEGINNING.

THENCE ALONG THE EAST BOUNDARY LINE OF PARCEL H-3-2-10-232 THE FOLLOWING 3 COURSES: N16°24'52"E 223.50 FEET; THENCE N21°57'04"E 296.59 FEET; THENCE N06°08'48"E 497.09 FEET; THENCE DEPARTING SAID BOUNDARY LINE AND RUNNING S88°37'00"E 40.14 FEET; THENCE S06°08'48"W 505.98 FEET; THENCE S22°38'29"W 520.07 FEET; THENCE N88°36'52"W 13.00 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 36,850 SQUARE FEET OR 0.846 ACRES.

Closure Report
Closure North Distance: 0.004104
Closure East Distance: 0.000215
Closing Azimuth: 357°00'25"
Closure Error Distance: 0.004109
Closure Total Distance: 2096.370
Closure Ratio: 1/510137

EXHIBIT MAP


N
W
E
S
S88°37'00"E
40.14'
N6°08'48"E
497.09'
505.98'
S6°08'48"W
SUBJECT PROPERTY
TO BE EXCHANGED
H-3-2-10-232
H-3-2-10-2313
N21°57'04"E
296.59'
520.07'
S22°38'29"W
N16°24'52"E
223.50'
H-3-2-10-23031
FND. G.L.O.B.C. SET 1909 C.C. TO SW
COR. SEC. 11, T42S, R13W, S.L.B.&M.
FND. W.C.B.C. SET 1978, 0.50' N
OF BLOCK WALL S+E & 0.50'
BELOW GRADE. S 1/4 COR. SEC.
10, T42S, R13W, S.L.B.&M.
POINT OF BEGINNING
N0°00'00"E
57.85'
N88°36'52"W
13.00'
9 10
16 15
S88°58'33"E
2649.25'
10
15
S88°36'28"E
226.93'
S88°36'28"E
2653.31'
N3°40'00"E
64.17'
10
15
FND. 2" BRASS CAP
NORTH EDGE OF ROAD.
SW COR. SEC. 10, T42S,
R13W, S.L.B.&M.
FND. G.L.O.B.C. SET 1909. NE COR.
SEC. 15, T42S, R13W, S.L.B.&M.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible **consent to allow hangar pad 10S 1E to be subleased** to Larry Weitzman. -John Priscu/Dave Houston

Discussion:

Background:

In the last City Council meeting on January 4, 2024, the City Council approved the lease of hangar pad 10S 1E to the John C. Priscu Trust. The signed Lease Agreement is in the packet. Mr. Priscu is now requesting that he be allowed to sublease the hangar to Larry Weitzman. The Lease Agreement granted to Mr. Priscu earlier this month states that "with the prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft." The Lease Agreement also states that the "City shall have the right to approve any sublease tenant and sublease agreement."

The proposed sublease agreement, included in the packet, is limited to the storage of an aircraft. Also, the sublease agreement has been revised by the parties at the request of the City Attorney to satisfy the subordination requirements of the City's lease with Mr. Priscu.

Applicable City Ordinances:

The Airport Board "shall function in an advisory capacity to the City Council on all issues regarding the operation" of the airport. HCC 2-1-1(A). The Airport Board "shall operate solely as an advisory board to the City Council and shall have no power or authority to take any action or make any decision which would or which may have the effect of creating a liability for the City." HCC 2-1-1(B). "It shall be the duty of the Board to review and recommend approval or disapproval of any agreement for the lease of property at the airport and the proposed use of each parcel of leased land." HCC 2-1-1. After a recommendation from the Airport Board, the proposal is forwarded to the Council for a decision.

Recommendation:

The Airport Board discussed this item on January 16, 2024, and unanimously recommended approval.

Attachments in the Packet:

1. Approved Private Hangar Lease Agreement dated January 4, 2024.
2. Proposed sublease agreement.

-This summary was drafted by Dayton Hall, City Attorney.

Findings:

Recommendation:

Attachments:

1. 240104 Signed Lease - The John C. Priscu Trust dated March 20 2006
2. Weitzman-Priscu Sublease

HURRICANE CITY
UTAH

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

THE JOHN C. PRISCU TRUST, dated MARCH 20, 2006

Effective Date: January 4, 2024

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 4th day of January, 2024, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and the John C. Priscu Trust, dated March 20, 2006, a trust, (the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 3,250 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as Hangar 10 S. 1 E. on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete construction of the proposed Tenant Improvements within twenty-four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An ("Aircraft") shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until January 4, 2044, (the "Initial Term"). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first years rent payment will be prorated to the next August 1st payment date.

Years	Rent amount per square foot
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars ($50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use,

occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole

discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnification, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft)

against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times this Agreement is in effect:

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) per occurrence (and one hundred thousand dollars ($100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. Tenant is solely responsible for Tenant's Improvements and Tenant's personal property, and Tenant may purchase insurance for Tenant's Improvements and Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars ($500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Insurance Requirements. The insurance described by this section have the following requirements:

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the

insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error s and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

ii. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

iii. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to reasonably insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

v. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

E. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on , under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage, Destruction, and Condemnation.

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better that the original improvements, and Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenantable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenantable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than sixty (60) days after the date of such notice).

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenants rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Tenant's First Right of Refusal. If the City elects to re-let the Premises upon the expiration of this Agreement, and if the Tenant is in compliance with the terms of this Agreement, the Tenant shall have the first right of refusal to enter into a new lease of the Premises upon the terms and conditions as the City Council at the time may require. No sooner than 180 days and no later than 30 days before the end of the term of this Agreement, Tenant

shall notify City in writing that Tenant desires to exercise its right of first refusal under this paragraph, after which the Tenant's right of first refusal shall expire. Tenant's refusal to enter into a new lease upon the terms and conditions required by the City Council at the time shall also result in the expiration of Tenant's right of first refusal.

B. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) enter into a new lease to relet the Premises pursuant to Tenant's right of first refusal as set out in Section 11.A.; (2) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; or (3) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (4), City may do so in any manner acceptable to City pursuant to Section 10.B.

C. Surrender of Premises. Unless the Premises is relet to Tenant prior to the expiration of this Agreement pursuant to Section 11.A., upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.B) "broom clean" and in good order and condition, excepting reasonable wear and tear; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.B). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

D. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply will all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

E. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed

by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City
City Attorney
147 N. 870 W.
Hurricane, UT 84737

If to Tenant:

John C. Priscu, Trustee
1433 Sandhill Circle
Ivins, UT 84738

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant

shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

Nanette Billings, Mayor

Attest:

City Recorder

TENANT

By: John C. Priscu
Its: Trustee

GUARANTOR

Printed Name: John C. Priscu

Approved as to form:

Dayton Hall, City Attorney

Hangar Rental Agreement

THIS AGREEMENT, is entered into this 1st day of January 2024 by and between John C. Priscu, Trustor, John C. Priscu Trust (the "Lessor"), an individual whose address is 1433 Sandhill Circle, Ivins, UT 89438; and Larry Weitzman, (the "Lessee"), an individual whose address is 4393 South Sixteenth West, Hurricane, UT.

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Hangar Space. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor space in a 50'X50' aircraft hangar which currently occupies facility position #10S 1E at General Dick Stout Field (1L8), 800 W 2300S, Hurricane, UT 84737, for the purpose of storing/parking the Lessee's aircraft (the "Aircraft").

2. Use of Leased Premises. The Leased Premises shall only be used by the Lessee for the storage of the Aircraft. Lessee will be allowed to park his/her car in/on the Leased Premises during such time that Lessee is using the Aircraft as long as it does not interfere with other aircraft or equipment in the hangar. The Lessor may have cars, truck camper and personal items in the Hangar, and will store his aircraft in the hangar when in Hurricane. The hangar may also be used to store aircraft other than that owned by the Lessor. All other uses will follow those required by the City of Hurricane.

3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall be from the 1st day of January 2024 to the 31st day of December 2024.

4. Termination. Either party may terminate this agreement with 30 days prior written notice.

5. Fees. Lessee agrees to pay Lessor Four Hundred dollars ($400) per month for the 12-month period noted above in item 3. Payment will be made by the 1st day of each month for which the hangar space is rented.

6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises.

7. Maintenance and Repairs to the Leased Premises (Hangar). The Lessor shall be responsible for all maintenance/repairs to the Leased Premises, including the hangar doors, except when necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests.

8. Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee

within 30 days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within 30 days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

9. Operation of Aircraft. The Lessee is responsible for operating the Aircraft on the airport in accordance with the applicable Federal and State aviation regulations.

10. Airport Rules and Regulations. Lessee agrees to comply with the rules and regulations of General Dick Stout Field.

11. Surrender of Possession. On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal.

12. Liability of Parties. Lessor and Lessee shall each be responsible for its own negligence or willful misconduct.

13. Insurance. Lessee shall maintain liability insurance on their Aircraft as required by the City of Hurricane.

14. Inspection. The Lessor may enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this agreement. The lessor may also enter to use his tools and have access to stored vehicles.

15. Storage of Hazardous Materials. Hazardous materials, as defined by the Utah State EPA, shall not be stored in/on the Leased Premises, unless they are stored in accordance with the Utah State EPA rules and regulations and local fire codes.

17. Taxes. Lessor shall pay any and all taxes or special assessments that may be levied or assessed against the Leased Premises.

18. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee.

19. Governing Law. This agreement is a contract executed under and to be construed under the laws of the State of Utah.

20. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

21. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

22. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

23. Subordination of Agreement. This Hangar Rental Agreement shall be subordinate to the Private Hangar Lease Agreement Between Hurricane City, Utah and the John C. Priscu Trust, a copy of which has been provided to Lessee (the "City Lease"). This Hangar Rental Agreement shall not relieve the Lessor of any obligations under the City Lease. Lessee shall comply with the terms of the City Lease. Hurricane City shall be afforded all of the rights and protections set out in the City Lease. Lessor reserves the right to amend this Hangar Rental Agreement to conform to the requirements of the City Lease. If for whatever reason the Lessor is no longer a party to the City Lease, this Hangar Rental Agreement shall attorn to Hurricane City.

24. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

John C Priscu 6 Dec 2023 _____

John C. Priscu
LESSOR / Date

Larry Weitzman
LESSEE/Date Dec 15, 2023

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of a **new use and lease agreement for hangar pad 2N 1E** at the City Airport for Legend Air Lease LLC. -Dave Houston/Scott Stratton

Discussion:

Background:
Legend Air Lease LLC is requesting permission to lease a previously unleased portion of land at the City Airport and to construct a new hangar on a new hangar pad. The location of the proposed hangar would be north of the hangar pads currently being constructed north of 2300 South. The proposed lease is for private (not commercial) use.

Applicable City Ordinances:
The Airport Board "shall function in an advisory capacity to the City Council on all issues regarding the operation" of the airport. HCC 2-1-1(A). The Airport Board "shall operate solely as an advisory board to the City Council and shall have no power or authority to take any action or make any decision which would or which may have the effect of creating a liability for the City." HCC 2-1-1(B). "It shall be the duty of the Board to review and recommend approval or disapproval of any agreement for the lease of property at the airport and the proposed use of each parcel of leased land." HCC 2-1-1. After a recommendation from the Airport Board, the proposal is forwarded to the Council for a decision.

Recommendation:
The Airport Board discussed this item on January 16, 2024, and unanimously recommended approval.

Attachments in the Packet:
1. Proposed Private Hangar Lease Agreement

-This summary was drafted by Dayton Hall, City Attorney.

Findings:

Recommendation:

Attachments:
1. 240116 HURRICANE AIRPORT - PRIVATE HANGAR LEASE AGREEMENT (Legend Air Lease LLC) (unsigned)

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

LEGEND AIR LEASE LLC

Effective Date: January 18, 2024

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 18th day of January, 2024, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and Legend Air Lease LLC, a Utah limited liability company, (the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 4,550 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as 2N 1E on the Airport property (the "Premises"). The size of the leased property is to accommodate a 60'x60' hangar. Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete construction of the proposed Tenant Improvements within twenty-four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An ("Aircraft") shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until January 18, 2044, (the "Initial Term"). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first year's rent payment will be prorated to the next August 1st payment date.

Years	Rent amount per square foot
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30

2058 – 2063 .33

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars ($50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use,

occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole

discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnification, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft)

against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. **Insurance**. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times this Agreement is in effect:

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) per occurrence (and one hundred thousand dollars ($100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. Tenant is solely responsible for Tenant's Improvements and Tenant's personal property, and Tenant may purchase insurance for Tenant's Improvements and Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars ($500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Insurance Requirements. The insurance described by this section have the following requirements:

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the

insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error s and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

ii. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

iii. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to reasonably insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

v. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

E. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on , under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage, Destruction, and Condemnation.

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better that the original improvements, and Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenantable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenantable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than sixty (60) days after the date of such notice).

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenants rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Tenant's First Right of Refusal. If the City elects to re-let the Premises upon the expiration of this Agreement, and if the Tenant is in compliance with the terms of this Agreement, the Tenant shall have the first right of refusal to enter into a new lease of the Premises upon the terms and conditions as the City Council at the time may require. No sooner than 180 days and no later than 30 days before the end of the term of this Agreement, Tenant

shall notify City in writing that Tenant desires to exercise its right of first refusal under this paragraph, after which the Tenant's right of first refusal shall expire. Tenant's refusal to enter into a new lease upon the terms and conditions required by the City Council at the time shall also result in the expiration of Tenant's right of first refusal.

B. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) enter into a new lease to relet the Premises pursuant to Tenant's right of first refusal as set out in Section 11.A.; (2) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; or (3) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (4), City may do so in any manner acceptable to City pursuant to Section 10.B.

C. Surrender of Premises. Unless the Premises is relet to Tenant prior to the expiration of this Agreement pursuant to Section 11.A., upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.B) "broom clean" and in good order and condition, excepting reasonable wear and tear; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.B). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

D. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply will all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

E. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed

by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City
City Attorney
147 N. 870 W.
Hurricane, UT 84737

If to Tenant:

Legend Air Lease LLC
238 W. 200 S.
Hurricane, Utah 84737

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant

shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

_____
Nanette Billings, Mayor

Attest:

_____
City Recorder

Approved as to form:

_____
Dayton Hall, City Attorney

LEGEND AIR LEASE LLC

_____
By: Brad Holt
Its: Manager

GUARANTOR

_____
Printed Name: Brad Holt

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **assignment of the Hurricane Airport Land Lease** for hangar pad 7S 3W. Dave Houston/William Johnston

Discussion:

Background:

The City granted a Hurricane Airport Land Lease (the "Lease") to Scott Detton in 2018 for hangar pad 7S 3W. Willliam and Carrie Johnston purchased the hangar improvements in 2022. The Lease provides that it may not be assigned without the prior written approval of the City. The Johnstons are requesting that the City Council approval the assignment of the Lease from Scott Detton to them. There are approximately 15 years left on the term of the existing lease, with the tenant having the right of first refusal for an additional 5 years. The Airport Board raised concerns about the location of the hangar, as discussed below in the Airport Board Discussion and Recommendation paragraph.

Applicable City Ordinances:

The Airport Board "shall function in an advisory capacity to the City Council on all issues regarding the operation" of the airport. HCC 2-1-1(A). The Airport Board "shall operate solely as an advisory board to the City Council and shall have no power or authority to take any action or make any decision which would or which may have the effect of creating a liability for the City." HCC 2-1-1(B). "It shall be the duty of the Board to review and recommend approval or disapproval of any agreement for the lease of property at the airport and the proposed use of each parcel of leased land." HCC 2-1-1. After a recommendation from the Airport Board, the proposal is forwarded to the Council for a decision.

Applicable Provisions of the Existing Lease:

Paragraph 11 of the existing lease states that "the lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor, provided, however, that the Lessee shall continue to be liable for all terms of this agreement." The lease was signed in 2018 and has a 20-year term, with the tenant retaining the first right of refusal for an additional 5-year term. The lease states, in paragraph 16(d), that the Lessor (the City) "has the right, at Lessor's expense, to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of [this lease] that changed conditions may require." If the City elects to move the hangar, the existing lease requires the City to provide the Lessee with a comparable location and facilities and to provide the Lessee with a new lease agreement under the same terms and conditions of the existing lease.

Airport Board Discussion and Recommendation:

The Airport Board discussed this item on January 16, 2024. The Board raised concerns that the hangar is located in an area identified on the Airport Master Plan to be used for airplane tie-downs. The Board noted that additional tie-downs are needed at the airport and relocated the hangar would be a benefit to the airport. After discussion, the Airport Board unanimously

recommended that the Council approve the assignment of the lease to a new tenant, but on the condition that an addendum be added to the lease expressly stating that the City has authority to relocate the hangar at its discretion (and at the City's cost) to a different location. Please note that the existing lease already includes that provision, so an addendum is unnecessary.

Options:

The Council could (1) approve the assignment of the prior lease to the new owner of the hangar; (2) approve the issuance of a new lease in the form of the approved template that is currently being awarded to tenants, but with an amendment allowing the City to relocate the hangar; or (3) an alternative decision by the Council.

Attachments in the Packet:

1. Scott Detton's Hurricane Airport Land Lease.
2. Aircraft Hangar Bill of Sale conveying the hangar improvements from Mr. Detton to the Johnstons.

-This summary was drafted by Dayton Hall, City Attorney.

Findings:

Recommendation:

Attachments:

1. 2018 lease agreement with Scott Detton
2. William Johnston hanger 7S 3W - Bill of Sale

HURRICANE AIRPORT LAND LEASE

AGREEMENT made on this 10th day of August 2018, by and between the City of Hurricane, Utah hereinafter referred to as the "Lessor" and Scott Detton, hereinafter referred to as the "Lessee".

WHEREAS the Lessor is the owner and operator of the Hurricane City Airport; and

WHEREAS Lessee is not engaged in an aviation business and desires to lease ground from the Lessor to construct and occupy for private use, an aircraft hangar, for personal aircraft storage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, the Lessor hereby leases to the Lessee a certain parcel of real property 1800 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at 800 West 2300 South 7 South 3 West Hurricane City Airport.
2. As more fully specified hereinafter, Lessee covenants to erect, construct, install and maintain continuous improvements on the leased premises including a private aircraft hangar and fixtures as may be necessary for the Lessee's aviation related operations.
3. The Lessee is hereby granted all rights and privileges to use all the common facilities, equipment, improvements and services which are now available and hereafter may be provided.
4. The Lessee agrees to abide by all pertinent rules and regulations set forth by the Federal Aviation Administration and The Hurricane Airport Authority.
5. The Lessee agrees to abide by all the provisions of the Code of Revised Ordinances of the City of Hurricane, Utah, and the Protective Covenants of the Hurricane City Airport, as the same now exist or as may be amended in the future.
6. The term of this lease agreement shall be for a period of twenty (20) years, commencing as of the date of execution of this agreement. Upon the expiration of said term, the Lessee shall have the first right of refusal to lease said premises for a period of (5) additional years, as may be negotiated by the parties.
7. The Lessee shall pay the Lessor an annual rental fee as follows:
   a. The sum of Twelve cents ($.12) per square foot per year.

b. The annual rental fee will be adjusted every five years based on a review of rates by the Airport Board and approved by the City Council. All lessees will be notified of a rate change and the rate will take effect as of the next annual billing.
c. After 20 years the Lessee shall have the option to renew this lease in increments of five year periods at the rental rate in effect at the time of renewal.
d. In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease.

Rent payments shall be made to the order of the City of Hurricane and are due and payable each year on the 1st day of August. The first years lease payment will be prorated to the next August 1st payment date. Rents not paid within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

8. The Lessee agrees to pay any and all taxes and/or special assessment against the improvements, including taxiways, placed upon the leased ground. The Lessee further agrees to pay all charges for utilities used on the leased premises.
9. The Lessee agrees to hold harmless the Lessor for all liability for injuries to persons or damage to property caused by the negligent use or occupancy of the above-described leased premises by Lessee, Lessee's agent, employees, or assigns. The Lessee must comply with all the airport rules and regulations.
10. The Lessor discloses to Lessee that the soil at the airport is collapsible. Lessee shall obtain soil reports and take the action necessary during construction of their hanger to mitigate this problem. Lessor will provide an engineered drainage system at the airport and it shall the Lessee's responsibility to construct the hangar at the engineered elevations and with the proper drainage. Lessee shall keep the area around their hangar clear of obstructions so the drainage will flow away from the hangar and into the city system. Any drainage problems or standing water should be reported to the airport manager.
11. The Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor, provided, however that the Lessee shall continue to be liable for all terms of this agreement.
12. By virtue of their investment in the Hurricane Air Park, the Lessees shall be eligible and considered for appointment to any board, commission or advisory position now in being or created in the future that concerns airport matters.
13. The Lessee shall maintain the premises, surrounding areas, and all improvements in a clean, orderly and sanitary condition. All structures must be painted, furnished, or covered with a permanent exterior surface and must be maintained by the Lessee.

14. Default or Breach. Each of the following events shall constitute a default or breach of this lease by the Lessee:
    a. Non-payment of rents, when said rent shall become due and Lessee shall not make the payment within sixty (60) days after written notice thereof by the lessor to the Lessee.
    b. If the Lessee shall fail to perform or comply with any of the provisions of this lease and the nonperformance shall continue for a period of sixty (60) days after written notice from the Lessor to the Lessee.
    c. If the Lessee shall vacate or abandon the demised premises, or if the premises shall pass to or devolve upon any person or party other that the Lessee's heirs or assigns, except in the manner herein permitted.
    d. If the Lessee shall use or allow the use of the demised premises for any other purpose than specifically stated herein.
15. In the event of any default by the Lessee, as set forth in the preceding section, the Lessor shall have the right to cancel and terminate this lease by giving the Lessee not less than ninety (90) days' notice of intent to terminate or cancel. Upon termination, Lessee shall not be entitled to a refund of the unused portion of the annual rent paid. Except as otherwise agreed by the parties, all buildings, improvements, equipment and personal items shall be deemed as property of the Lessee and shall be removed at the Lessee's expense within on hundred eighty (180) day period after expiration or termination of this lease shall become a part of the land upon which it is located and title thereto shall thereupon vest in Lessor.
16. Lessor reserves the following rights and privileges:
    a. The rights to develop, further improve, maintain and repair the Airport, exclusive of leased areas, as it sees fit. The Lessor agrees to coordinate these improvements with Lessee at the Airport in order to insure as small a dislocation of disruption of the Airport use as possible. The Lessor reserves the right to direct and control the above activities.
    b. The right to take any action it deems necessary to protect the area against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or structure on the Airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
    c. The right to temporarily close the Airport or any facility or any part thereof, for maintenance or improvement of for the safety of the public, without liability to the Lessee. The Lessor agrees to coordinate any closings with Lessee in order to insure as small a dislocation or disruption of business as possible.

d. It is understood and agreed that the Lessor has the right, at Lessor's expense to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of tis leas that changed conditions may require. In that event, Lessor agrees to provide the Lessee with a new location and facilities that would be comparable to Lessee's leased area and facilities at the time of such move. Lessor further agrees to provide Lessee with a new lease agreement of the new location upon the same terms and conditions as are contained herein for the unexpired term of the lease agreement.

17. In the event that the demised premises are condemned by any proper authority, the term of this lease will end on the date that Lessee is required to surrender possession of the premises. The Lessee shall be entitled to that portion of the Condemnation proceeds attributable to the fair market value of any improvements placed on the premises by Lessee.

18. In the event that Lessor is required to take any legal action of whatever kind or nature in order to enforce any term or condition of this lease, Lessee agrees to pay all costs and expenses therefore, including a reasonable attorney's fee.

19. Any notice required by the agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, to the appropriate party at the address set forth below, or to any other address which the parties may designate in writing:

Lessor:	City of Hurricane 147 North 870 West Hurricane Utah 84737 435-635-2811	Lessee:

20. Any approval required of Lessor by the terms of this lease shall not be unreasonable withheld.

21. This lease contains the entire agreement between the parties and cannot be changed or modified except by written instrument signed by both parties. This lease and the terms and conditions thereof apply to and shall be binding on the heirs, legal representatives, successors and assigns of both parties. In the event of a dispute between Lessor and Lessee cannot be resolved through normal administrative means, the parties agree to resolve the dispute using a neutral 3rd party outside mediator. Parties agree to use mediation or binding arbitration to resolve dispute in lieu of civil litigation.

22. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

23. The waiver or failure of the Lessor in insist in any one or more instances upon the strict performance by the Lessee of any provisions or covenant in the lease shall not be

considered as a waiver or relinquishment for the future, but the provision or covenant shall continue in full force.

24. Time is of the essence in all provision of this lease.

IN WITNESS THEREOF this lease agreement has been entered into the day and year first above written

LESSOR:

MAYOR CITY OF HURRICANE, UTAH

(SEAL)

CITY OF HURRICANE
CORPORATE SEAL
WASHINGTON COUNTY, UTAH

ATTEST

CITY RECORDER

LESSEE: BY

AIRCRAFT HANGAR
BILL OF SALE

This sale agreement is made by and between (Seller) ROBERT S DETTON of HURRICANE, UT, and (Buyer) _____ of _____.

With the signing of this sale agreement and the Buyer transferring the total purchase price of $ _____ to the Seller, the Seller hereby sells and forever transfers the ownership of the aircraft hangar described below, to the Buyer.

Description of the aircraft hangar being sold:

Make: PORTOPORT Model: _____ Serial #: _____

Airport location name: 1L8 DICK STOUT FIELD HURRICANE UT 84737 Site # 7S 3 W

Seller represents and warrants that it has full and good title to the described aircraft hangar, full authority to sell and transfer the same, and that the aircraft hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description.

Buyer understands that the aircraft hangar is being sold in its present condition "as is" and "where is" and that Seller disclaims any implied warranty of condition or function, or any responsibility thereof.

Authorizing signatures:

Seller	**Buyer**
ROBERT S DETTON	WILLIAM JOHNSTON + CARRIE JOHNSTON
(seller's name printed)	(buyer's name printed)
1/16/2022	
date signed	date signed

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of **Hurricane Basketball Club using the City's MOU to use the high school basketball facilities**- Adam Stout

Discussion:
Adam is asking to utilize the agreement the City has with the school district to use the High School gyms for his club team to practice and play scrimmage games at no cost. The agreement between us and the district means we carry all liability during our programs, so the City would be agreeing to take on the liability for the club teams using school district property.

Findings:

Recommendation:

Attachments:
None

Resolution No. 2024-05

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, REAPPOINTING MARK SAMPSON AND BRAD WINDER TO THE PLANNING COMMISSION

WHEREAS, Utah Law 10-9a-301 requires that each municipality "shall enact an ordinance establishing a planning commission"; and

WHEREAS, Hurricane City has adopted Hurricane City Code 10-6-4: Planning Commission; and

WHEREAS, Hurricane City code requires the City Council to appoint a Planning Commission "consisting of eight members" and that each Planning Commissioner shall "serve for a term of four (4) years and until a successor is appointed; provided, that the term of the first members shall be such that the terms of two (2) members shall expire each year." HCC 10-6-4 (B); and

WHEREAS, the terms "of the Planning Commission members shall begin on or before the first Monday in February of each year"; and

WHEREAS, the Mayor, with advice and consent of the City Council, may reappoint current Planning Commission members to service for successive terms.

BE IT HEREBY RESOLVED by the Hurricane City Council that Mark Sampson and Brad Winder shall be reappointed to the Planning Commission for the following term:

Planning Commission Terms:

Name	**Term ends date**
Mark Sampson	February 5th, 2028
Brad Winder	February 5th, 2028

PASSED AND APPROVED the 18th Day of January 2024.

_____

Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of January 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Clark Fawcett	___	___	___	___
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___

_____
Cindy Beteag, Recorder

Resolution No. 2024-06

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING BEAUTIFICATION COMMITTEE MEMBERS.

WHEREAS, Hurricane City has created a Beautification Committee as an informal steering committee to assist with and spearhead beautification efforts throughout the City;

WHEREAS, the Beautification Committee is in need of new members to continue their goals and objectives;

WHEREAS, the following citizens have been asked by the Mayor and agreed to serve on the Beautification Committee.

BE IT HEREBY RESOLVED by the Hurricane City Council that the following citizens be appointed to the Beautification Committee, with each of their terms expiring as follows:

Sheila Buchei	February 1, 2026
Leah Evans	February 1, 2025
Doug Heideman	February 1, 2026
Teri Humphries	February 1, 2027
Steve Baugh	February 1, 2025

PASSED AND APPROVED the 18th day of January 2024.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of January 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Clark Fawcett	___	___	___	___
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___

_____

Cindy Beteag, City Recorder

Resolution No. 2023-06

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING BEVIN JOHNSON AND CASEY LOFTHOUSE TO THE WATER BOARD

WHEREAS, Hurricane City has adopted Hurricane City Code 8-1-2: Water Board; and

WHEREAS, Hurricane City code requires the City Council to appoint a Water Board consisting of nine members, one of whom shall be an elected official from the City Council, one of whom shall be the Water Superintendent, one of whom shall be the Street Superintendent, and one of whom shall be an appointed member of City staff. The remaining members shall be appointed by the mayor with the advice and consent of the City Council. The term of the elected official and City staff shall coincide with the term of elected office or employment; and

WHEREAS, Title 8 of the City Code provides that the terms of Water Board members shall begin on the first Monday in February of each year; and

WHEREAS, the Mayor, with advice and consent of the City Council, may appoint new Water Board members or reappoint members to serve for successive terms.

BE IT HEREBY RESOLVED by the Hurricane City Council that Bevin Johnson and Casey Lofthouse shall be appointed to Water Board for the following term:

Water Board Terms:

Name	**Term ends date**
Bevin Johnson	February 1st, 2028
Casey Lofthouse	February 1st, 2028

PASSED AND APPROVED the 18th day of January 2024

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of January 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Clark Fawcett	___	___	___	___
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___

_____
Cindy Beteag, Recorder

Resolution No. 2024-08

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING AND UPDATING THE POWER BOARD MEMBERSHIP AND TERMS

WHEREAS, Hurricane City has adopted Hurricane City Code Title 8, Chapter 4, Section 2: Municipal Power Board;

WHEREAS, Hurricane City Code creates a Municipal Power Board ("Board") to serve as an advisory Board to the City Council, with the Board consisting of six voting commissioners, with each commissioner serving a four-year term;

WHEREAS, new members are appointed by the Mayor, with the advice and consent of the City Council;

WHEREAS, the City Council has authority to adjust the terms of Board membership, and the Council finds it necessary to adjust the terms at this time to allow for appropriate turnover of membership and to align with other boards and commissions;

BE IT HEREBY RESOLVED that the Hurricane City Council adopts the following tables showing the appointment of new Board members Colt Stratton, Dale Johnson, and Tony Certonio and the adjusted corresponding terms:

VOTING BOARD MEMBERS

Board Commissioner	Term
Mac Hall	10/01/2021 – 02/01/2026
Colt Stratton	02/01/2024 - 02/01/2027
Dale Johnson	02/01/2024 - 02/01/2028
Dave Imlay	10/26/2021 – 02/01/2025
Tony Certonio	02/01/2024 – 02/01/2028
Joseph Prete, City Council Liaison	Coincides with City Council term

PASSED AND APPROVED this 18th day of January 2024

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of January 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Clark Fawcett	___	___	___	___
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___

_____
Cindy Beteag, Recorder

Resolution No. 2024-09

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING AND UPDATING THE AIRPORT AUTHORITY BOARD MEMBERSHIP AND TERMS.

WHEREAS, Hurricane City has adopted Hurricane City Code Title 2, Chapter 1: Airport Board Authority;

WHEREAS, Hurricane City Code creates a City Airport Authority Board ("Board") to serve as an advisory Board to the City Council, with the Board consisting of seven voting members, with each member serving a four-year term;

WHEREAS, the Mayor, with advice and consent of the City Council, may reappoint current Board Members to service for successive terms, or appoint new Board members to fill expired terms;

WHEREAS, the City Council has authority to adjust the terms of Board membership, and the Council finds it necessary to adjust the terms at this time to allow for appropriate turnover of membership;

WHEREAS, the City Council shall designate a City staff member to assist in the coordination of Airport matters between the Board, City Council, and City staff;

BE IT HEREBY RESOLVED that the Hurricane City Council adopts the following tables showing the Board membership and corresponding terms:

VOTING BOARD MEMBERS

Board Member	Term	Aviation Background
Jim Lemmon	8/4/2022 – 2/1/2026	Yes
Cathy Clark	8/4/2022 – 2/1/2026	No
Kate Wadsworth	8/4/2022 – 2/1/2025	No
Scott Freeman	10/21/2021 – 2/1/2025	Yes
John Williams	2/1/2024 – 2/1/2027	Yes
Brett Poulsen	2/1/2024 – 2/1/2028	Yes
Derek Hall	2/1/2024 – 2/1/2028	Yes

NON-VOTING BOARD MEMBERS

Board Member	Term
Clark Fawcett, City Council Liason	Coincides with City Council term
Dave Houston, Airport Manager	Coincides with employment as Airport Manager

BE IT HEREBY RESOLVED FURTHER that the Hurricane City Council re-designates Mike Vercimak, Hurricane City Public Works Director, to assist in the coordination of Airport matters between the Board, City Council, and City staff.

PASSED AND APPROVED the 18th day of January 2024.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of January 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Clark Fawcett	___	___	___	___
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___

_____
Cindy Beteag

Resolution No. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, CONFIRMING THE APPEALS BOARD MEMBERSHIP AND TERMS

WHEREAS, Hurricane City has adopted Hurricane City Code Title 10, Chapter 6, Section 5, which establishes an Appeals Board and sets forth the qualifications, appointment, compensation, powers, and duties of the Appeals Board;

WHEREAS, the current members of the Appeals Board were appointed by a simple motion of the City Council without specifying the terms of the members;

WHEREAS, the City Council has authority to establish the terms of Board membership, and the Council finds it necessary to establish the terms at this time to allow for appropriate turnover of membership;

BE IT HEREBY RESOLVED that the Hurricane City Council adopts the following tables showing the Board membership and corresponding terms:

VOTING BOARD MEMBERS

Board Commissioner	Term
Bob Peterson	07/18/2019 - 02/01/2028
Beth Lock	07/18/2019 – 02/01/2026
Rick Wixom	07/18/2019 – 02/01/2028
Karen Daniels, alternate	08/01/2019 – 02/01/2026

PASSED AND APPROVED this 18th day of January 2024.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of January 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Clark Fawcett	___	___	___	___
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___

_____
Cindy Beteag, Recorder

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of a resolution to **request the Washington County Water Conservancy District and State Trust Lands Administration to dedicate property** for the widening of Sand Hollow Road to its master planned width.

Discussion:
From Arthur LeBaron: Hurricane City has received funding from UDOT to build a paved path along Sand Hollow Road from Dixie Springs Drive to Sand Hollow Resort Drive. The trail needs to be placed in its master planned location, which requires widening of the existing right-of-way from 80 feet to 112 feet.

Findings:
From Arthur LeBaron: I spoke with Zach Renstrom, the General Manager of WCWCD about this project and the need to expand the width of Sand Hollow Road to its master planned width. He asked me to send him a request from the City Council and he would make a positive recommendation to the Board of Directors. We also need to acquire property from the State Trust Land Administration (SITLA) so it would be appropriate to send a resolution with the same request to them as well.

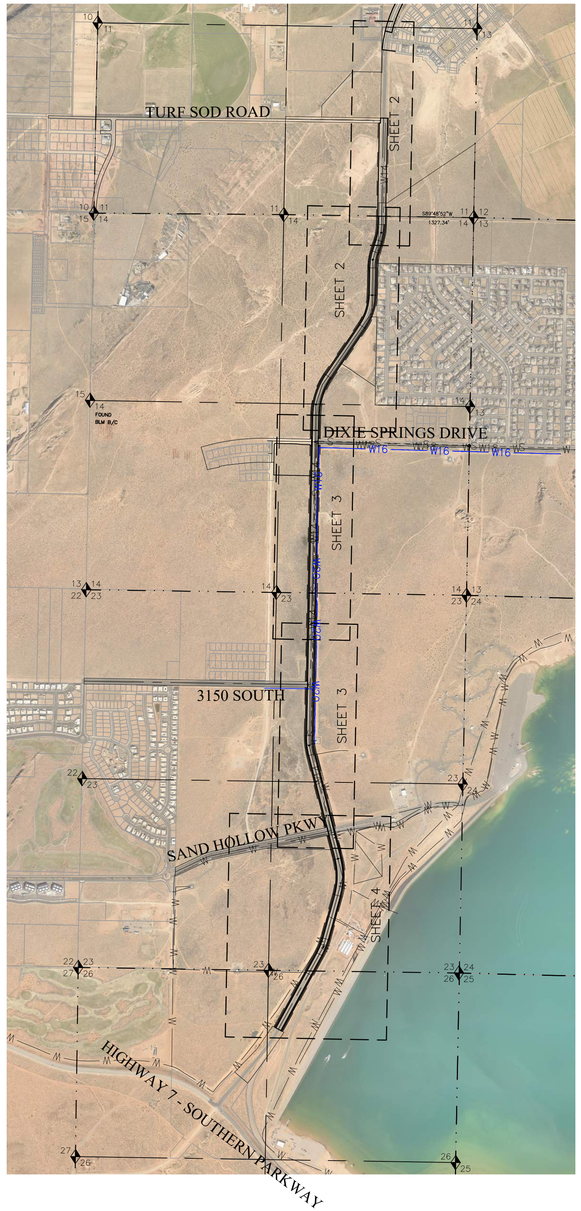
Recommendation:
From Arthur LeBaron: Approve the resolution to request the right-of-way in question.

Attachments:
1. SAND HOLLOW ROAD DED 2023-11-15

ROAD DEDICATION PLAT OF

SAND HOLLOW ROAD AMENDED & EXTENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, EAST HALF OF SECTION 14, EAST HALF OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH



LEGEND

- CLASS 1 (RING & LID) MONUMENT FOUND
- SPECIFIES PROPERTY CORNER MONUMENT TO BE SET (ALPHA ENG. REBAR & CAP)
- CENTERLINE

SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174919, 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 HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

SAND HOLLOW ROAD AMENDED & EXTENDED

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO A PUBLIC STREET AND PUBLIC UTILITY & DRAINAGE EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

_____
DATE

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO A PUBLIC STREET AND PUBLIC UTILITY & DRAINAGE EASEMENTS TO BE HEREAFTER KNOW AS:

SAND HOLLOW ROAD AMENDED & EXTENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS A PUBLIC STREET UTILITY AND DRAINAGE EASEMENTS, ALL STREETS AND EASEMENTS ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNER DOES HEREBY CONVEY AND WARRANT TO HURRICANE CITY, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2023.

WESTERN MORTGAGE & REALTY COMPANY
_____
BY:
TITLE:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
_____
BY:
TITLE:

STATE OF UTAH
_____
BY:
TITLE:

WASHINGTON COUNTY
_____
BY:
TITLE:

CRS HOLDINGS LLC, A UTAH LIMITED LIABILITY COMPANY
_____
BY:
TITLE:

QUALITY DEVELOPMENT, A UTAH LIMITED LIABILITY COMPANY
_____
BY:
TITLE:

HURRICANE CITY
_____
BY:
TITLE:

ROAD DEDICATION PLAT OF

SAND HOLLOW ROAD AMENDED & EXTENDED

SHEET 1 OF 4

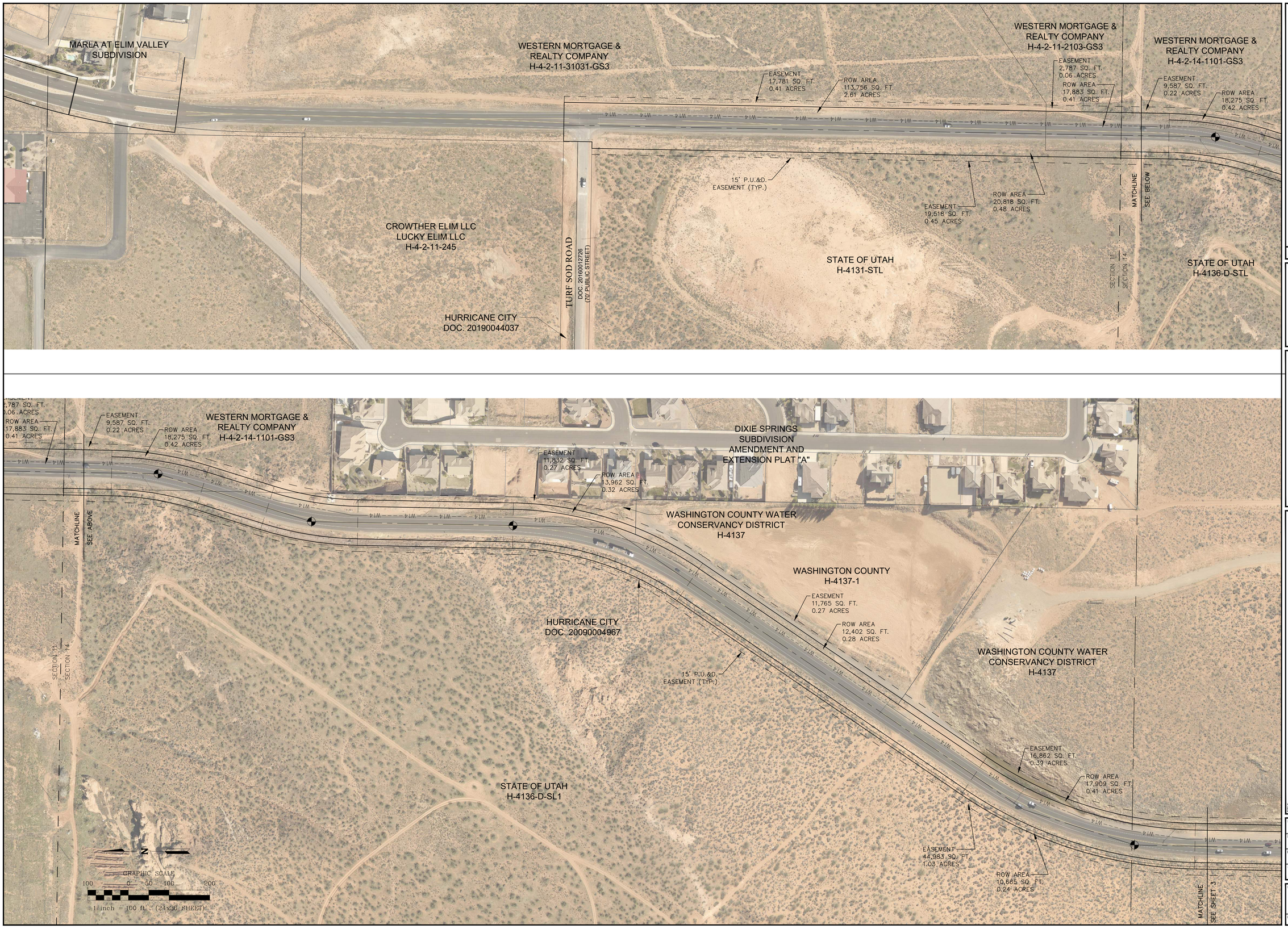
046-196 ROAD DED.DWG (SEPTEMBER 2023)

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

GRAPHIC SCALE
1000 0 500 1000 2000
1 inch = 1000 feet (24x36 SHEET)

N

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL	
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ____ DAY OF _____, 2023.	I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ____ DAY OF _____, 2023.	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 2023.	WE, THE CITY COUNCIL OF HURRICANE CITY, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 2023 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
SUPERINTENDENT ASH CREEK SPECIAL SERVICE DISTRICT	CITY ENGINEER HURRICANE CITY DATE	CITY ATTORNEY HURRICANE CITY	MAYOR HURRICANE CITY ATTEST: CITY RECORDER HURRICANE CITY	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER



NO.	DATE	BY	DESCRIPTION

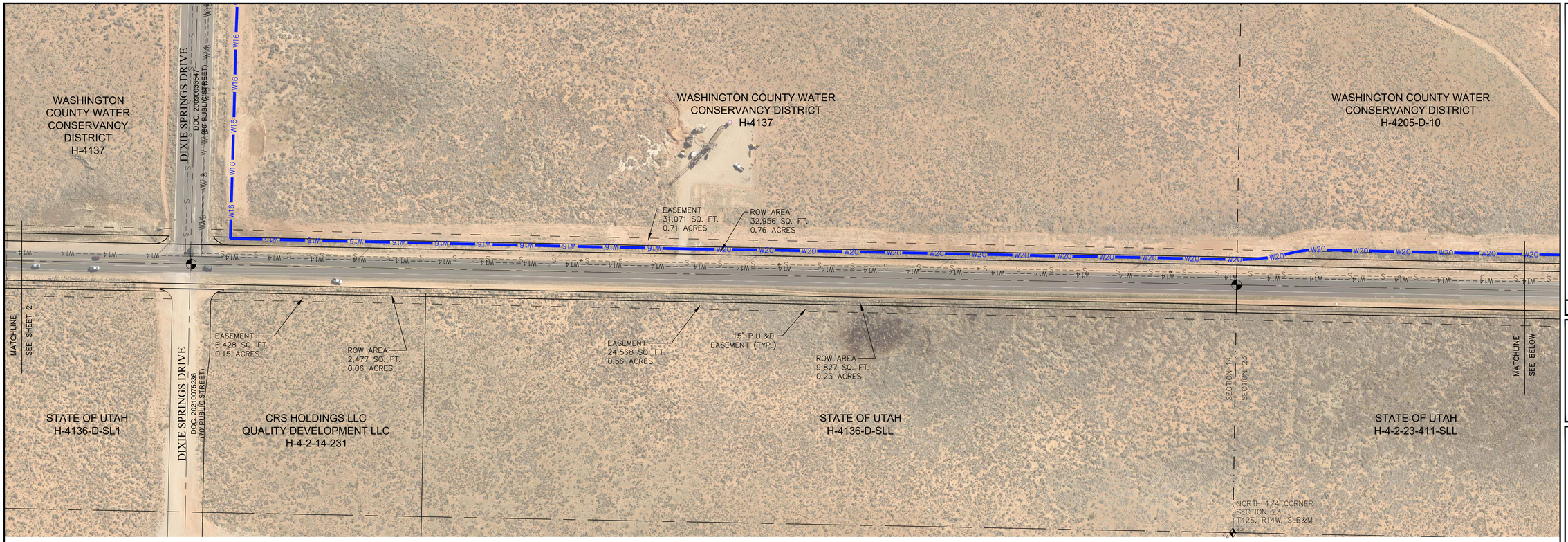
REVISIONS

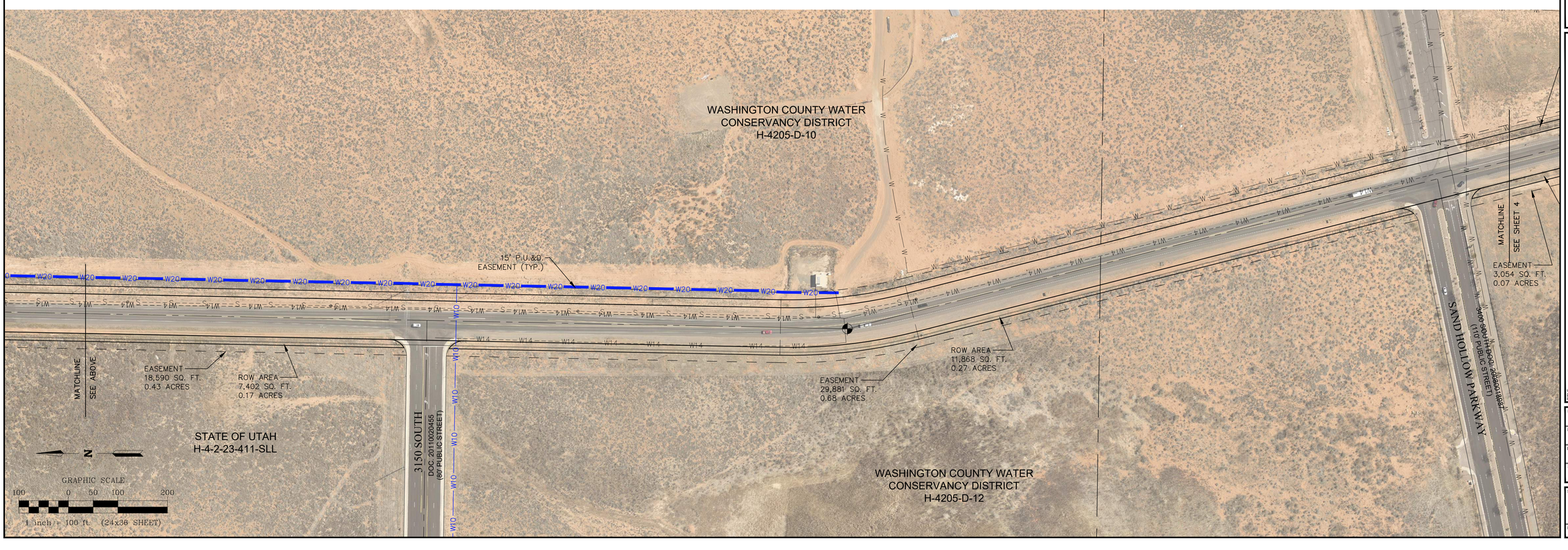
ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

TITLE: ROAD DEDICATION - SHEET 2

PROJECT: SAND HOLLOW ROAD AMENDED & EXTENDED HURRICANE CITY, UTAH

PROJECT #	046-196
NAME	RS
DATE	11/13/2023
SCALE	AS NOTED
SHEET	2 of 4
FILE	046-196 ROAD DED.DWG





NO.	DATE	BY	DESCRIPTION

REVISIONS

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

TITLE: ROAD DEDICATION - SHEET 3

PROJECT: SAND HOLLOW ROAD AMENDED & EXTENDED
HURRICANE CITY, UTAH

PROJECT #	046-196
NAME	RS
DATE	11/13/2023
SCALE	AS NOTED
SHEET	3 OF 4
FILE	046-196 ROAD DED.DWG

NO.	DATE	BY	DESCRIPTION

REVISIONS

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

TITLE
ROAD DEDICATION - SHEET 4

PROJECT
SAND HOLLOW ROAD AMENDED & EXTENDED
HURRICANE CITY, UTAH

PROJECT #	046-196
NAME	RS
DATE	11/13/2023
SCALE	AS NOTED
SHEET	4 of 4
FILE	046-196 ROAD DED.DWG

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of **Resolution 2024-04 rejecting the Findings and Conclusions of the Utah Legislative Auditor General's Report No. 2023-16**: "A Performance Audit of Utah Housing Policy".

Discussion:
The Utah Legislative Auditor General's Report makes certain findings and conclusions related to Utah Cities' roles in the affordable housing crisis. The proposed resolution rejects those findings and conclusions. Riverton City and Washington City have issued similar resolutions/statements, which are included in the packet. Also included in the packet is the Utah League of Cities and Town's response to the Report, as well as a document with links to the information forming the basis of the resolution. -Dayton Hall

Findings:

Recommendation:

Attachments:
1. Resolution 2024-04 Rejecting the Findings and Conclusions of Utah Legislative Auditor General's Report (DH updated)
2. Basis for Resolution
3. 2024-Resolution No. 24-01
4. League reponse to auditor report
5. RIVERTON CITY Press Release - Condeming State Housing Audit Report
6. Jan2024 Washington City Land Use Authority Statement
7. Charting Utah’s Growth Legislation_FINAL

RESOLUTION 2024-04

A RESOLUTION OF THE HURRICANE CITY COUNCIL REJECTING THE FINDINGS AND CONCLUSIONS OF THE UTAH LEGISLATIVE AUDITOR GENERAL'S REPORT NO. 2023-16: "A PERFORMANCE AUDIT OF UTAH HOUSING POLICY".

WHEREAS, The Utah Legislative Auditor General's Report No. 2023-16 fails to acknowledge that market forces have a far greater influence on housing affordability than local or state policy; and

WHEREAS, Report No. 2023-16 makes no mention of the progress developers in possession of land with development rights are making to actually construct dwelling units to the extent allowed by approved zoning and entitlements; and

WHEREAS, according to the Utah League of Cities and Towns, 190,000 residential dwelling units are approved for development in the State of Utah, but developers have not taken action to construct said units; and

WHEREAS, developers have chosen not to request building permits on more than 2,262 entitled units in Hurricane City and have chosen not to proceed to entitlement on 5,604 preliminarily platted lots within Hurricane City; and

WHEREAS, Report No. 2023-16 fails to highlight the effect of the aforementioned influences on the market, nor on sound economic data, such as land price, construction costs, labor availability, and financing interest rates; this limits state or local policymakers from determining what level of density housing can produce an affordable dwelling, or if any increase in housing density results in affordable dwelling for Utah residents; and

WHEREAS, Hurricane City has acted in good faith by dutifully complying with over two dozen new laws imposed on municipalities by the Utah State Legislature to address the issue of housing supply and affordability; and

WHEREAS, the Hurricane City Council finds and determines that Utah Code 10-9a-509, 10-9a-509.5, together with other statutes which prohibit municipalities from adopting restrictive standards on land development, operate to prohibit municipalities from "stifling" housing construction, and unless the Utah Legislative Auditor can identify a single instance where this has lawfully occurred, the Utah Legislature Auditor has reached an incorrect conclusion; and

WHEREAS, Report No. 2023-16 encourages the consolidation of land-use authority by advocating for passage of "statewide housing goals" to be imposed on counties and municipalities, together "penalties for noncompliance," if a municipality is found to not have complied with a statewide housing goal; and

WHEREAS, to augment this argument, Report No. 2023-16 refers to several other states -California being one of them- which have adopted a “top down” approach to making land use decisions; and

WHEREAS, of the states examined under Report No. 2023-16, not a single state mandating land use policy has indeed relieved any affordable housing shortage experienced by the state under examination; and

WHEREAS, in addressing California’s sweeping changes to its land use process, Report No. 2023-15 itself simply states, “Time will tell whether these changes in land use regulation will result in more housing units and whether these new units will improve affordability;” and

WHEREAS, the Hurricane City Council finds insufficient evidence within Report No. 2023- 16 to support the conclusion that a statewide adoption of land use policies which target unit production and impose penalties will solve or otherwise make a material difference in the supply of affordable housing in Utah; and

WHEREAS, Report No. 2023- 16 makes no mention of the effect of single family home acquisitions by private equity, large corporations, or publicly traded real estate companies, commonly known as " Wall Street Landlords" are having on the ever-increasing price to acquire housing in the state of Utah; and

WHEREAS, Report No. 2023- 16 does not consider what the added burden illegal immigration places on the state housing supply, nor what the state can do to alleviate that burden; and

WHEREAS, Governor Spencer Cox has correctly stated: "when investment in infrastructure precedes growth, quality of life stays high. If growth precedes infrastructure, the quality of life goes down every single time," the state legislature should therefore focus its efforts on constructing efficient infrastructure; and

WHEREAS, the Hurricane City Council finds that it has no statutory control, and insignificant influential power, over the costs to construct affordable housing, or upon increasing the median income for Utah workers; and

WHEREAS, the Hurricane City Council finds and determines that Report No. 2023- 16 has examined the wrong causes, and reached the wrong recommendations, to address a legitimate housing supply problem in the state of Utah; and

NOW, THEREFORE, BE IT RESOLVED that the Hurricane City Council, categorically objects to the approach the Utah Legislative Auditors have taken to evaluate the difference in housing supply and available demand in the state of Utah.

BE IT FURTHER RESOLVED that Hurricane City Council calls on the Utah Legislative Auditor' s office to examine the most significant problems which slow the development of housing in the state of Utah.

BE IT FURTHER RESOLVED that Hurricane City Council calls on the Utah Legislature to recognize that land use authority is most appropriately exercised at the local level, and that Hurricane City, is already utilizing that authority in compliance with existing laws to properly plan housing supply and commensurate infrastructure.

DATED this 18th day of January 2024.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of January 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Clark Fawcett	___	___	___	___
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___

_____
Cindy Beteag

Below are some helpful links to reference to support the resolution:

(1) Full Legislative Auditor General's report: https://lag.utleg.gov/olag-doc/2023-16_RPT.pdf
(2) Auditor General's report summary and policy recommendations: https://lag.utleg.gov/olag-doc/2023-16_SMRY.pdf
(3) Written rebuttal from Utah League of Cities and Towns: https://www.ulct.org/home/showdocument?id=14920&utm_medium=email&utm_source=govdelivery
(4) The Third attachment to this email is a chart compiled by Camerian Diehl at the Utah League of Cities and Towns. It details two dozen laws passed by the state regarding housing and growth over the past six years.
(5) Deseret News article about the Legislative Auditor General's report and recommendations: https://www.deseret.com/utah/2023/11/14/23960661/housing-market-crisis-utah-audit-shortage-growth-trouble-bubble

RIVERTON CITY, UTAH
RESOLUTION NO. 24-01

A RESOLUTION OF THE RIVERTON CITY COUNCIL REJECTING THE FINDINGS AND CONCLUSIONS OF THE UTAH LEGISLATIVE AUDITOR GENERAL'S REPORT NO. 2023-16: "A PERFORMANCE AUDIT OF UTAH HOUSING POLICY."

WHEREAS, the Utah Legislative Auditor General's Report No. 2023-16 fails to acknowledge that market forces have a far greater influence on housing affordability than local or state policy; and

WHEREAS, Report No. 2023-16 makes no mention of the progress developers in possession of land with development rights are making to actually construct dwelling units to the extent allowed by approved zoning and entitlements; and

WHEREAS, according to the Utah League of Cities and Towns, 190,000 residential dwelling units are approved for development in the state of Utah, but developers have not taken action to construct said units; and

WHEREAS, developers have chosen not to request building permits on more than 2,800 entitled units in the southwest area of Riverton City, which have been ready for construction since 2016; and

WHEREAS, Report No. 2023-16 fails to highlight the effect of the aforementioned influences on the market, nor on sound economic data, such as land price, construction costs, labor availability, and financing interest rates; this limits state or local policymakers from determining what level of density housing can produce an affordable dwelling, or if any increase in housing density results in affordable dwelling for Utah residents; and

WHEREAS, Riverton City has acted in good faith by dutifully complying with over two dozen new laws imposed on municipalities by the Utah State Legislature to address the issue of housing supply and affordability; and

WHEREAS, the Riverton City Council finds and determines that Utah Code §§ 10-9a-509, and 10-9a-509.5, together with other statutes which prohibit municipalities from adopting restrictive standards on land development, operate to prohibit municipalities from "stifling" housing construction, and unless the Utah Legislative Auditor can identify a single instance where this has lawfully occurred, the Utah Legislative Auditor has reached an incorrect conclusion; and

WHEREAS, Report No. 2023-16 encourages the consolidation of land-use authority by

advocating for passage of "statewide housing goals" to be imposed on counties and municipalities, together with "penalties for noncompliance;" if a municipality is found to not have complied with a statewide housing goal; and

WHEREAS, to augment this argument, Report No. 2023-16 refers to several other states -California being one of them- which have adopted a "top down" approach to making land use decisions; and

WHEREAS, of the states examined under Report No. 2023-16, not a single state mandating land use policy has indeed relieved any affordable housing shortage experienced by the state under examination; and

WHEREAS, in addressing California's sweeping changes to its land use process, Report No. 2023-16 itself simply states, "Time will tell whether these changes in land use regulation will result in more housing units and whether these new units will improve affordability;" and

WHEREAS, the Riverton City Council finds insufficient evidence within Report No. 2023-16 to support the conclusion that a statewide adoption of land use policies which target unit production and impose penalties will solve or otherwise make a material difference in the supply of affordable housing in Utah; and

WHEREAS, Report No. 2023-16 makes no mention of the effect of single family home acquisitions by private equity, large corporations, or publicly-traded real estate companies, commonly known as "Wall Street Landlords" are having on the ever increasing price to acquire housing in the state of Utah; and

WHEREAS, Report No. 2023-16 does not consider what the added burden illegal immigration places on the state housing supply, nor what the state can do to alleviate that burden; and

WHEREAS, Governor Spencer Cox has correctly stated: "when investment in infrastructure precedes growth, quality of life stays high. If growth precedes infrastructure, the quality of life goes down every single time," the state legislature should therefore focus its efforts on constructing efficient infrastructure; and

WHEREAS, the Riverton City Council finds that it has no statutory control, and insignificant influential power, over the costs to construct affordable housing, or upon increasing the median income for Utah workers; and

WHEREAS, the Riverton City Council finds and determines that Report No. 2023-16 has examined the wrong causes, and reached the wrong recommendations, to address a legitimate housing supply problem in the state of Utah; and

NOW, THEREFORE, BE IT RESOLVED that the Riverton City Council, categorically objects to the approach the Utah Legislative Auditors have taken to evaluate the difference in housing supply and available demand in the state of Utah.

BE IT FURTHER RESOLVED that Riverton City Council calls on the Utah Legislative Auditor's office to examine the most significant problems which slow the development of housing in the state of Utah.

BE IT FURTHER RESOLVED that Riverton City Council calls on the Utah Legislature to recognize that land use authority is most appropriately exercised at the local level, and that Riverton City, is already utilizing that authority in compliance with existing laws to properly plan housing supply and commensurate infrastructure.

PASSED AND ADOPTED by the City Council of Riverton, Utah, this 2nd day of January 2024 by the following vote:

	YES	NO
Councilmember Tish Buroker	✓	
Councilmember Spencer Haymond	✓	
Councilmember Tawnee McCay	✓	
Councilmember Troy McDougal	✓	
Councilmember Andy Pierucci	✓	

[SEAL]

RIVERTON CITY

Trent Staggs, Mayor

ATTEST:

Jamie Larsen, Recorder

CERTIFICATE OF PASSAGE

I, Jamie Larsen, the duly acting and appointed Recorder for Riverton City hereby certify that the foregoing Resolution No. 24-01 was adopted by the Riverton City Council on the 2nd day of January 2024.

Dated this 2nd day of January 2024.

[SEAL]

Jamie Larsen, Recorder

UTAH LEAGUE OF CITIES AND TOWNS

November 6, 2023

Kade Minchey, CIA, CFE
Auditor General
Office of the Legislative Auditor General
W315 State Capitol Complex
Salt Lake City, UT 84114

Re: Response to the Performance Audit of Utah Housing Policy ("Audit") Report No. 2023-16

Dear Mr. Minchey:

The Utah League of Cities and Towns (the "League") appreciates your team's work and collaboration exploring how Utah policymakers can plan for population growth and housing affordability. Our response below addresses the Audit's recommendations and findings.

The League hopes that the legislative response to the Audit builds on the 24 significant bills in the last five years that the Legislature has passed and local governments are implementing to improve how we plan for growth.[1] Per the Audit on pages 15-16, "there is a significant lag between enacting housing policy and determining whether the policy is effective. It takes time... to determine how to implement the policy, additional time for implementation, and more time for the market to respond to the changes."

Between 2019 and 2022, Utah's local governments permitted more housing units than any other four-year period in state history on record, including a record number of townhomes and apartments. As a result, Utah's housing shortage decreased from 56,230 in 2017 to 28,415 in 2022.[2] Utah's local governments have also zoned for and entitled more than 190,000 housing units[3] for which building permits have not been requested. Unfortunately, significant economic headwinds in 2022 and 2023—which neither state nor local governments can influence—including interest rates, materials and labor shortages, and inflation, are reducing the ability of developers to produce more housing units.

Specific Responses to Audit Recommendations

Recommendation 1.1: *The Legislature should require the creation of a state-level strategic plan for housing in Utah. This plan should define success and include goals that specifically address the current housing shortage and forecasted population growth.*

Response: The League believes that a strategic plan that addresses affordable home ownership, housing affordability, infrastructure needs, economic development, and population growth—in collaboration with the state, local governments, the private sector, and residents—would be worthwhile. The League believes that the primary target should be more affordable home ownership opportunities for Utahns. The League also wants to ensure financially sustainable infrastructure and the quality of life for current and future residents.

[1] Charting Utah's Growth Legislation, September 2023 (see attached)
[2] Kem C. Gardner Policy Institute, "State of the State's Housing Market 2022-2024" (The State of Utah's Housing Market, 2022-2024)
[3] ULCT 2023 Internal Housing and Land Use Survey

Recommendation 1.2: *The Legislature should consider amending the land use, development, and management acts at both the county and city level to clearly emphasize housing production and affordability as primary goals of land use regulations.*

Response: The Land Use, Development, and Management Acts (LUDMA and CLUDMA) define the purpose of land use regulations in 10-9a-102 and 17-27a-102 and the current purpose list is silent on housing. We agree that housing should be added to the list.

Recommendation 1.3: *With information gathered from strategic planning, the Legislature should consider the range of state-level policy options presented in this chapter to create a program to set and manage state-level housing production targets.*

Response: The League cautions that any "targets" should recognize what government controls and what government does not control. Cities plan for housing, but the private sector builds the housing. The Audit explains on page 27 that other states have not had time to determine the efficacy of state targets.

One of the largest impediments to housing production in greenfield areas and redevelopment is infrastructure, including water, sewer, and roads. The League supports state investment in infrastructure that could unlock housing units, particularly for affordable home ownership.

Recommendation 2.1: *The Legislature should consider whether to expand the moderate- income housing plan requirements to include forecasting benchmarks for household growth.*

Response: The League is hesitant about this recommendation in light of the experiences in other states (see recommendation 1.3). The other states that have set benchmarks do not yet have results of whether those policies have improved housing affordability or affordable home ownership.

The League is also concerned about benchmarks that are outside of governmental control to achieve based on examples that cities have reported to us. For example, multiple Utah cities have zoned for unlimited density near transit stops but the market has only produced wood-framed podium-style apartment buildings due to the cost of building larger steel-framed buildings. The wood-framed buildings are more profitable for developers to build and easier for developers to finance, but they do not maximize the planning and zoning opportunities available on that limited available land near transit.

Additionally, other cities have reported that they eliminated lot lines and zoned for increased density, but the homebuilders only built to a fraction of the entitled density. Finally, one city indicated that a homebuilder with more than 2,000 entitled housing units had reduced their anticipated housing production by about 50% due to economic conditions in 2023.

Recommendation 2.2: *The Legislature should consider options to increase zoning density on a wide scale within the state.*

Response: Utah's cities and towns have enacted zoning regulations to increase residential density in many places across Utah. The League is concerned about potential one size misfits all state action that mandates certain outcomes without consideration of infrastructure, geography, geology, or planning. The League has supported legislation that has contributed to increased residential zoning in the right places.

For example, the League endorsed, and cities are implementing, HB 462 from 2022, which requires certain cities to proactively create Station Area Plans (SAPs) by 2025. Those cities with Frontrunner, TRAX, or bus rapid transit stops (more than 100 in the Utah Transit Authority district) must plan for housing affordability, transportation connectivity, environmental sustainability, and economic opportunity.

Vineyard and Farmington recently certified their station area plans, which collectively could result in at least 10,500 housing units within a half mile of their Frontrunner stations.

Additionally, Utah has ranked in the top five states for housing permits per capita over the last five years. Utah also has the 15th smallest median residential lot size in the country.[4] In other words, Utah's residential areas have more density today than many places in the country.

Density does not always equate to more affordability or more affordable home ownership. For example, cities have reported examples to the League of where they have zoned for smaller lots, but the market has produced large housing units on those small lots that are not affordable. Additionally, cities have also reported that some townhomes and small lot developments are turning into for-rent products and investor-owned inventory.

Recommendation 2.3: *The Legislature should consider policy options to craft additional penalties and incentives associated with housing planning and targets to better ensure local government compliance.*

Response: Utah has significant legislation in the "incentives and penalties" space, including some that have not yet gone into effect. In recent years, Utah enacted legislation that requires local governments to plan for moderate-income housing (MIHP) and submit annual reports to the Department of Workforce Services (DWS) to demonstrate how local governments are implementing the plans. If local governments are not in compliance, then they are ineligible for Transportation Investment Fund and Transit Transportation Investment Fund dollars, which consist of hundreds of millions of state dollars annually. During the 2023 interim, the Commission on Housing Affordability recommended aligning additional state funds to local government compliance with MIHP. For the first time, in 2024, a city that is non-compliant with MIHP will have to pay nearly $100,000 for the year to the Olene Walker Housing Fund.

Last year, 97.5% of cities were in compliance with MIHP. Even so, the League has been frustrated with annual changes to the MIHP statute and processes, which complicates the ability of local governments to know exactly how to comply. That said, the League has been working with DWS on this point.

Finally, the League is concerned about additional penalties related to policies which do not ultimately facilitate outcomes of enhanced affordable home ownership opportunities.

Recommendation 3.1: *As part of any statewide housing strategic planning, the Legislature should consider metrics to better track both actual and potential housing production.*

Response: The League supports consistent and clear data about housing production in Utah. The State of Utah has not regularly collected data about the housing units that local governments have planned but the private sector has not yet built. Local governments plan for housing through the entitlement process which empowers a property owner to build up to a defined density.

The League has gathered data from 66 cities across Utah on the number of entitled units. The data shows more than 190,000 entitled units for which building permits have not yet been requested. This data demonstrates to us that local governments are planning and zoning for housing units, even when there may be public pushback. The League also acknowledges the point on page 38 of the Audit that the 190,000 entitled units are in various stages of the development process and welcomes additional metrics and data analysis about the obstacles preventing the development of those housing units.

[4] 2022 Angi Median Residential Lot Size Index (Lot Size Index by US States (angi.com))

Additionally, the metrics should include other uses of residential units that impact the availability of housing for homeowners including the scope of short-term rentals and investor ownership. For example, the Kem C. Gardner Policy Institute studied the scope of short-term rentals in Utah in 2021 and found more than 19,000 short-term rentals.[5] In some areas, the expansion of short-term rentals has outpaced the production of new housing units for residents.

Specific Responses to Audit Findings

Finding 1.1: *Time is Running Short to Accelerate Action on Housing Policy.*

Response: The League believes that the acceleration has been underway as the Legislature has enacted at least 24 significant bills to improve land use planning and try to facilitate housing affordability and affordable home ownership. The League has supported nearly all those bills.

For example, the Legislature enacted SB 174 and HB 406 in 2023—which the League endorsed—that modified how local governments administer subdivision applications. The bills define the subdivision approval process, eliminate public hearings for final review, and codify time frames for the review of improvement plans. This new subdivision process should improve the timeliness of review and approval of residential subdivisions which should reduce the carrying costs for home builders. These bills do not fully take effect until 2024. The "acceleration" should recognize that many critical bills are still being implemented and have yet to fully bear fruit.

Additionally, the Audit states that government does not build housing and market forces drive housing production. To that end, there are many market forces that state and local governments cannot influence, including interest rates, inflation, labor shortage, materials costs, land costs, infrastructure challenges, preferences of buyers/renters, and return on investment.

The League wants to improve opportunities for affordable home ownership, ensure infrastructure that is fiscally sustainable, and enable the quality of life of current and future residents.

Finding 1.2: *Utah Should Adopt State-Level Measures and Targets for Housing Needs and Construction.*

Response: See response to Recommendation 1.3

Finding 2.1: *The Legislature Could Change Local Land Use Regulations to Overcome Potential Regulatory Limits on Population Growth.*

Response: The League believes that most cities are using their land use authority responsibly to strategically plan for housing, infrastructure, open space, and educational and economic opportunities. As referenced in recommendation 3.1 above, League data shows that 66 cities have zoned for and entitled more than 190,000 housing units. With an average of 3.08 Utahns per household, those entitled units, when built, could accommodate approximately 585,200 new Utahns. As referenced in recommendation 2.3, the vast majority of cities have complied with MIHP demonstrating that cities generally are using their authority responsibly.

Finding 2.2: *To Encourage Statewide Housing Goals, Utah Could Implement Incentives and Penalties for Noncompliance.*

[5] Kem C. Gardner Policy Institute, 2022 Short-term Rental Inventory (Short-Term-Rental Inventory (utah.edu))

See response to recommendation 2.3 above.

Finding 3.1: *Some Cities Have Used Their Broad Land Use Authority to Circumvent New Laws.*

Response: We recognize that there are some local governments that have not complied with land use laws, but they are the exceptions. The League has not opposed consequences (state funding alignment, Property Rights Ombudsman dispute resolution process, litigation, MIHP non-compliance fee) in place for those communities if they willfully have not followed the law.

Finding 3.2: *Concerns about City Compliance with Specific Requirements and Timeliness Were Largely Unfounded.*

Response: The League appreciates this finding which indicates that city leaders are generally collaborative and work in good faith to respect property rights and plan for growth.

Finding 3.3: *Data about Entitled Units Does Not Give an Accurate Sense of Near-Term Housing.*

Response: See response to recommendation 3.1 above.

Conclusion

We appreciate your collaboration with the League and your analysis on this issue.

Sincerely,

Cameron Diehl
ULCT Executive Director
cdiehl@ulct.org

January 4, 2024

FOR IMMEDIATE RELEASE

Riverton City Media Contacts:
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Nate Slack, Public Relations Specialist
801-208-3134, nslack@rivertonutah.gov
Reference #: 2024-01

OFFICE OF THE MAYOR

Riverton City Council Rejects Findings and Conclusions of the Utah Legislative Auditor General's Report No. 2023-16: "A Performance Audit of Utah Housing Policy."

Riverton Mayor Trent Staggs issued the following statement after the Riverton City Council unanimously passed a resolution condemning the Utah Legislative Auditor General's Report No. 2023-16:

> *I am pleased to add Riverton City to the growing list of those who reject the Utah Legislative Auditor General's Report on state housing policy. Their report tries to blame cities for Utah's purported 28,000 a year housing deficit, yet it fails to present a single example.*
>
> *Cities don't build houses, developers do. Riverton City alone has 2,800 undeveloped parcel units that have been ready to build since 2016, but developers have not submitted any plans. We are not alone in this phenomenon. Cities along the Wasatch Front collectively have nearly 200,000 entitled housing units that developers have chosen not to build on yet.*
>
> *The state report doesn't acknowledge this reality and instead recommends that the State Legislature follow California's failed model of imposing one-size fits all state housing goals. This dangerous proposal dismisses the disappointing efforts of our State Legislature to solve the housing crisis, despite dozens of pieces of legislation over the past six years that have diminished the exercise of municipal land-use authority. Compelling cities to follow the state's top-down approach, with a legislature focused on high density housing, has only limited single family supply. And according to the Federal Housing Finance Agency, Utah has fallen from the sixth most affordable state in the nation in 2016 to nearly dead last in 2023. **
>
> *I join the Riverton City Council in calling on our state legislators to reject the conclusions and recommendations of this misguided Legislative Auditor Report. Utah's future is dependent on cities, counties, and state officials working together in continued partnership, not punitive relations.*

###

*FHFA 2016 (See page 16): https://www.fhfa.gov/AboutUs/Reports/ReportDocuments/2016Q4_HPI.pdf
*FHFA 2023 (See page 17): https://www.fhfa.gov/AboutUs/Reports/ReportDocuments/HPI_2023Q3.pdf

January 12, 2024

FOR IMMEDIATE RELEASE

WASHINGTON CITY MAYOR AND COUNCIL ASK STATE TO RESPECT LOCAL LAND USE AUTHORITY IN RESPONSE TO UTAH LEGISLATIVE AUDITOR GENERAL'S REPORT NO. 2023-16: "A PERFORMANCE AUDIT OF UTAH HOUSING POLICY."

Washington Mayor Kress Staheli issued the following statement with the unanimous backing of the City Council in regard to the Utah Legislative Auditor General's Report No. 2023-16:

> Like other cities, Washington City is troubled by the Utah Legislative Auditor General's report on state housing policy. The report largely puts blame on cities for a supposed housing deficit of approximately 28,000 homes annually.
>
> Washington City currently has thousands of lots that have been zoned and entitled where no building has thus far taken place. Between 2019 and 2022, Utah's local governments permitted more housing units than any other four-year period in state history on record. As a whole, Utah's local governments have zoned for and entitled more than 190,000 housing units for which building permits have not been requested.
>
> The Utah State Legislature has already passed more than two dozen significant pieces of legislation aimed at improving land use planning to encourage affordable home ownership. Washington City has done well to comply with changes to state code, updating our own city code and establishing a robust moderate income housing plan.
>
> Cities do not build houses. Our housing is driven by market demands, many of which cities cannot, and should not influence. There are many external forces at play that impact development and home building, including: interest rates, labor shortages, materials costs, and land costs.
>
> We, as leaders in Washington City, respectfully ask that the state refrain from enacting any additional one-size-fits-all housing policies. Please give cities the opportunity to implement the many changes that have already come down from the state. Before taking additional action, it

would be wise to take the time to observe and analyze the results of recent changes before mandating additional changes.

Washington City has been, and will continue to be, a willing partner with the private sector. We are facilitating additional development of the “missing middle” by adjusting setbacks to encourage smaller lot sizes, simplifying processes, approving zone changes for higher density, reducing regulations for accessory dwelling units, and actively engaging and leading with organizations like The Housing Action Coalition.

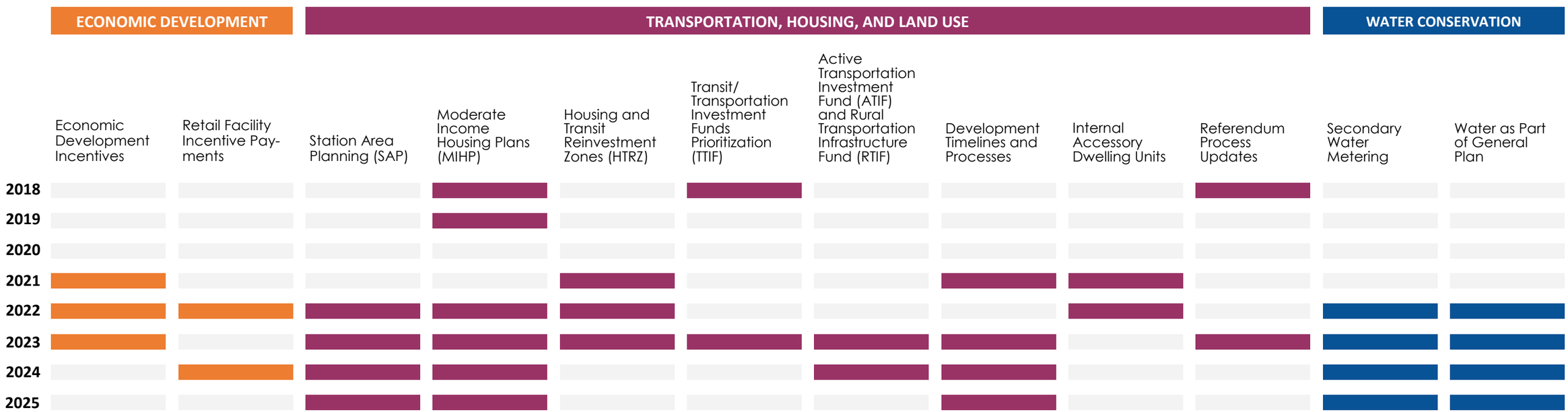
Washington City believes that an overwhelming number of municipalities are using their land authority responsibly, balancing property rights with growth to foster prosperity through smart housing development, economic opportunities, expanded infrastructure, and wise use of open space. Governor Spencer Cox often shares that Utahns operate with a win-win mindset. We are not a zero sum state and our cities, for the most part, do not have a zero sum mentality. We want all Utahns to thrive and prosper. We are doing our part and we ask that the state trust local governments by respecting our land use authority.

Warm regards,

Kress Staheli, Mayor

Charting Utah's Growth Legislation

September 2023



2021
H.B. 348
Modified Economic Development Tax Increment Financing (EDTIF) and established the Unified Economic Opportunity Commission (UEOC)

2021 *onward*
UEOC begins meeting regularly and recommends policy to the Legislature

2022
H.B. 151
Prohibited incentive payments for retail with exceptions, including mixed use projects with housing, public infrastructure, or rural areas

2024
The Governor's Office of Economic Opportunity may send notice to the State Auditor to investigate any public entities offering incentives that may not comply with new code

2022
H.B. 462
Station Area Planning is now required for cities that have FrontRun-ner, TRAX and BRT stations; these plans must promote shared objectives on housing, economic opportunity, transportation connectivity, and environmental sustainability

2022 *onward*
Cities working on station area planning, MPOs certifying submitted plans

2025
Cities must have SAPs certified, those with more than four stations will com-plete two additional stations each year after 2025; new stations must have SAPs prior to beginning transit service

2018
H.B. 259
Updated require-ments for cities to submit MIHPs

2019
S.B. 34
Required cities to select 3-4 strategies from the MIHP menu; cities must complete MIHP for state transportation funds eligibility

2022
H.B. 462
Changed the MIHP menu items and encourage cities that select more menu items with enhanced prioritization of state transportation dollars

2023
S.B. 174 & H.B. 364
Modified MIHP report date, created a penalty for munici-palities that are not compliant with MIHPs, and created an appeal process

2023 *onward*
Cities submit annual MIHP reports

2021
S.B. 217
Created HTRZ financing tool to enable higher density housing develop-ment, and affordable housing develop-ment, along FrontRunner

2022
S.B. 140
Expanded HTRZ zone tool to include TRAX and BRT stations

2023
S.B. 84
Further clarified which transit stations are eligible for an HTRZ, and added additional objectives an HTRZ should promote

2018
S.B. 136
Accomplished four things:
1. created the road usage charge;
2. required Transpor-tation Commission to update prioritization so that local land use and economic development are considered;
3. authorized a .20% county option sales tax for transportation ("5th fifth"); and
4. changed UTA governance

2023
S.B. 260
Renewed the "5th fifth" and required cities to comply with MIHP requirements to receive that sales tax distribution

2023
S.B. 185
Created the Active Transportation investment Fund (ATIF); for the planning, design, construction, maintenance, reconstruction or renovation of paved pedestrian or nonmotorized trails

S.B. 175
Created the Rural Transportation Infrastructure Fund (RTIF); for rural roads

2024
Distribution of RTIF funds begins

2021
H.B. 98
Established timelines for one- or two-family dwelling or townhomes and preempted local governments from regulating architec-tural design of single-family & townhomes

2023
S.B. 174
Streamlined the municipal subdivision process to cap total number of reviews

H.B. 406
Standardized road widths and preempted local governments from requiring assurance bonds for landscap-ing of residential lots, capping assurance bonds for public landscaping improve-ments at 110% of improvement costs

2024 and 2025
S.B. 174 compliance deadlines

2021
H.B. 82
Required cities to allow internal accessory dwelling units

2022
H.B. 462
Prohibited impact fees for internal accessory dwelling units

2019
H.B. 119
Required signatures for land use referenda to come from a majority of the city via "voter participation areas" rather than just from the nearby area

2023
S.B. 199
Made land use regulations that a local government approved unani-mously to be non-referable

2022
H.B. 242
Required all secondary water connections to be fully metered

2022 *onward*
Secondary water providers working on plans and financing of meters

2025
Plans for completing metering due to the Division of Water Resources

2030
All meters must be installed, secondary water suppliers will be fined for un-metered connections

2022
S.B. 110
Required General Plans for cities and counties to address water preservation

2022-2025: Cities and towns must create water preser-vation element that complies with code

2025: Cities and towns not of the fifth class must amend their General Plans to include water preservation element

**non-exhaustive list of legislation*

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval on a **preliminary plat for Sandwater Estates, a 153 lot single family subdivision** located at 4200 W 2300 S. Richardson Brothers Custom Homes, Applicant. Karl Rasmussen, Agent.

Discussion:
The applicant is seeking preliminary plat approval for the Sandwater Estates subdivision containing 153 lots within the Gateway to Sand Hollow PID area. This property is located north and east of the proposed Dixie Meadows subdivision and north of property owned by the Washington County School District. None of the roadways shown on this plat are currently existing, although all are planned to be built by the Gateway to Sand Hollow PID. The Planning Commission heard this item on January 11, 2024 and unanimously recommended that the City Council approve the preliminary plat pursuant to staff and JUC comments, with the understanding that the applicant will continue to work with staff to refine block lengths and complete required PID utilities prior to subdivision construction.

Findings:

Recommendation:

Attachments:
1. PP23-29 Sandwater Estates CC Staff Report
2. PP23-29_Application
3. Preliminary_Plat_Map
4. Water_Will_Serve_Letter
5. Ash_Creek_Will_Sever_Letter

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**01/18/2024**
Application Number:	PP23-29
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Richardson Brothers Custom Homes
Agent:	Karl Rasmussen
Request:	Preliminary Plat Application
Location:	Approximately 4200 W 2300 S
Zoning:	R1-10
General Plan Map:	Planned Community

Discussion:
The applicant is seeking preliminary plat approval for a subdivision containing 153 lots within the Gateway to Sand Hollow PID area. This property is located north and east of the proposed Dixie Meadows subdivision and north of property owned by the Washington County School District. None of the roadways shown on this plat are currently existing, although all are planned to be built by the Gateway to Sand Hollow PID. The Planning Commission heard this item on January 11, 2024 and unanimously recommended that the City Council approve the preliminary plat pursuant to staff and JUC comments, with the understanding that the applicant will continue to work with staff to refine block lengths and complete required PID utilities prior to subdivision construction.

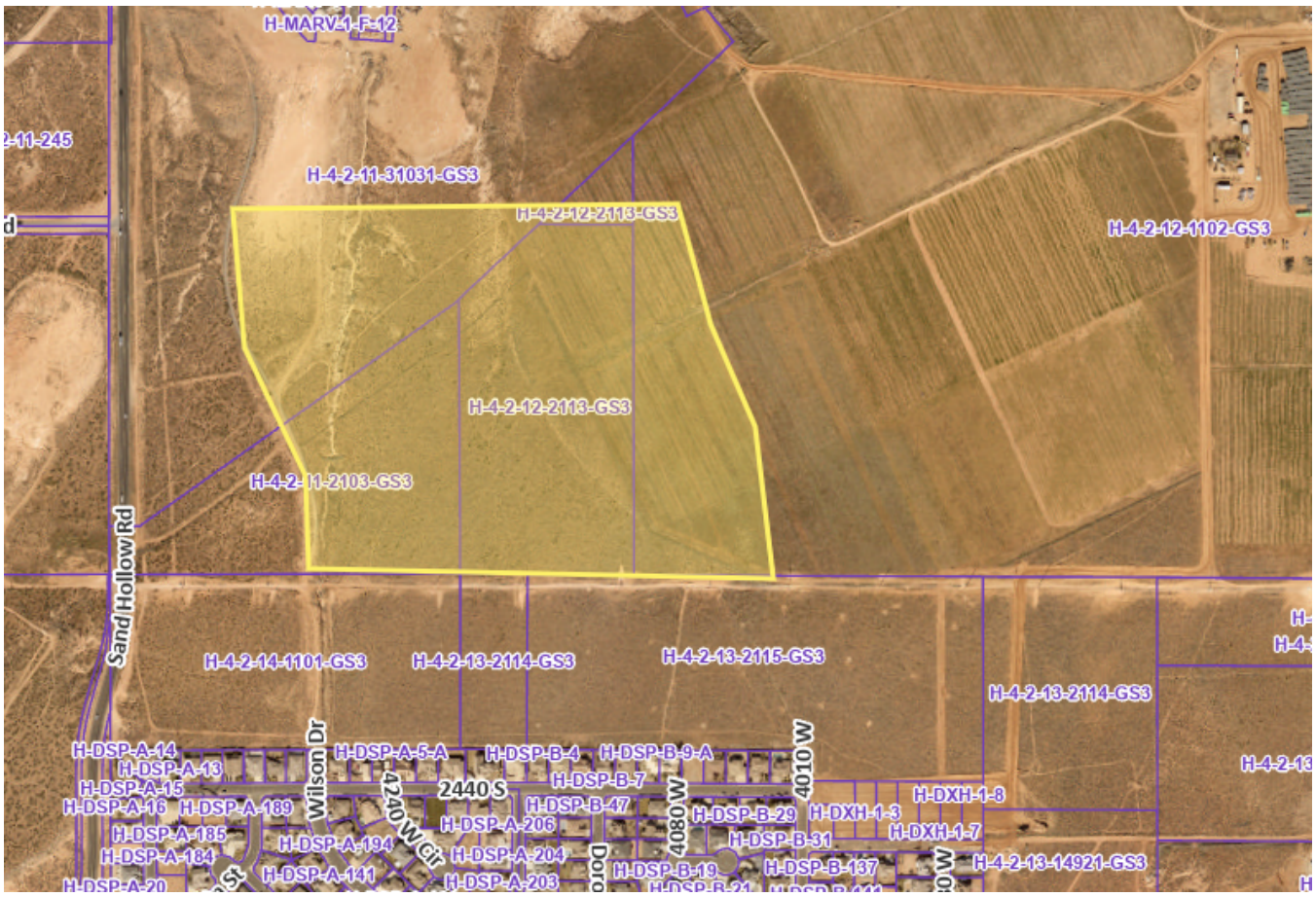
JUC Comments
The following items will need to be addressed:

1. **Public Works:** No comments.
2. **Power:** Dixie Power area. No comments received.
3. **Sewer:** No comments.
4. **Streets:** Currently no access to the property.
5. **Water**: Need water model and looped water line.
6. **Engineer:** Engineering encourages reducing most of the subdivisions' roadways to the residential local cross section which is 45' wide excepting roads 7 and 9. The applicant should define a proposed public drainage easement over the existing drainage channel or show where the existing channel will be relocated to as required by code. Due to the proposed subdivision boundaries, Engineering has assumed that the applicant expects that Turf Sod Road, 4010 W, 2300 S, and Wilson Dr (the surrounding roadways) will be constructed and dedicated to public

use by the PID. The surrounding roadways currently don't exist and construction plans for the surrounding roadways haven't been approved or presented. Engineering would encourage tabling this preliminary plat until the construction plans for the surrounding roadways are approved or requiring the applicant to clarify on this preliminary plat their expectations for: coordinating with other developments, off-site phasing, and nondiscriminatory access to the subdivision. Legal description is subject to change until roadways are dedicated.

7. **Fire:** Okay.
8. **Cable:** Add TDS/Centurylink comments to the construction drawings.
9. **Gas:** No comments.
10. **GIS: "**Iron Springs Blvd" becomes "4010 W" south of Turf Sod Road.
11. **Fiber:** No comments.
12. **Water Conservancy District**: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the proposed plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Map is approximate



Staff Comments: Preliminary Plat

1. Zoning is R1-10. Average lot size is 11,113.52 square feet and is about 2.96 units per acre. All lots meet R1-10 zoning standards.
2. The plat shows the future roadways and utilities in the area, but currently, these services do not exist.
3. The applicant has noted that the property isn't located in a desert tortoise take area.
4. Staff would recommend that Road 1 and Road 4 be extended to 2300 S to increase connectivity and eliminate block length concerns on Road 0.
5. Road 7 has block lengths in excess of 600'
6. The layout and stubs onto Turf Sod Road match the preliminary plat for Dixie Meadows subdivision approved in 2023.
7. A will-serve letter from Hurricane City Water and Ash Creek Sewer District has been provided
8. Utilities: The property is isolated but has services planned for the area. The Sand Hollow Gateway PID has submitted plans for Turf Sod Road and 2300 S, however, the nearest existing improvements are Sand Hollow Road or Wilson Dr in Dixie Springs. At minimum, this development will require Turf Sod Road and Wilson Dr to be extended to this site. Hurricane City Code states the following:

   10-37-4: ADEQUATE PUBLIC FACILITIES:
   Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development. The city may require an analysis to be completed to determine whether adequate public facilities are available to service a development and whether such development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. The city may disapprove a proposed development if demand for public services exceeds accepted levels of service. No subsequent approval of such development shall be given until either the developer or the city installs improvements calculated to raise service levels to the standard adopted by the City. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

   a. The City has in the past considered the PID to be a reasonable plan to provide service to this development in a timely manner. This subdivision will not be able to begin construction until PID infrastructure is approved and constructed.

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code and approve the preliminary plat. Any recommendation for approval of the application should have the following conditions.

1. Sufficient buildout of the Sand Hollow Gateway PID such that utilities have reached the site.
2. Staff and JUC comments, including shortening any block that is over 800' long.

Hurricane City
Application

Application Accepted Date: 11/30/2023

Type of Improvement: Subdivision (Preliminary Plat)

Description: Richardson Brother Custom Homes will be buying thi

Tenant / Project Name: Sandwater Estates Subdivision

Bldg. Address: 4200 W 2300 S

City: Hurricane City State: UT Zip: 84737

Subdivision: Sandwater Estates Subdivision Phase: 6

Block: Lot #: 153 Parcel #: H-4-2-12-2113-GS3, H-4-2-11-2103-GS3, H-4-2-12-2113-GS3, H-4-2-12-1102-GS3

Zone: R1-10

Property Owner: Western Mortgage & Realty Company

Permit Contact: Karl Rasmussen P: (435) 680-0816

Email: karl@pv-eng.com

CONTACT INFORMATION

General Contractor: Richardson Brothers Custom Homes

License #: P: (435) 652-6016

City: State: Zip:

Email: riley.richardsonbros@gmail.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	150.00
Planning Fee	$	150.00
Sub Total:	**$**	**150.00**
Permit Total:	**$**	**150.00**
Amount Paid:	**$**	**150.00**
Remaining Due:	**$**	**0.00**

APPROVALS		DATE	INFO
Plan Review Finalized:	Yes	12/04/23	Brienna Spencer

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDPP23-29

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Treasa Anderson

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Brienna Spencer Date: 12/04/2023

Application Issued By: Date:

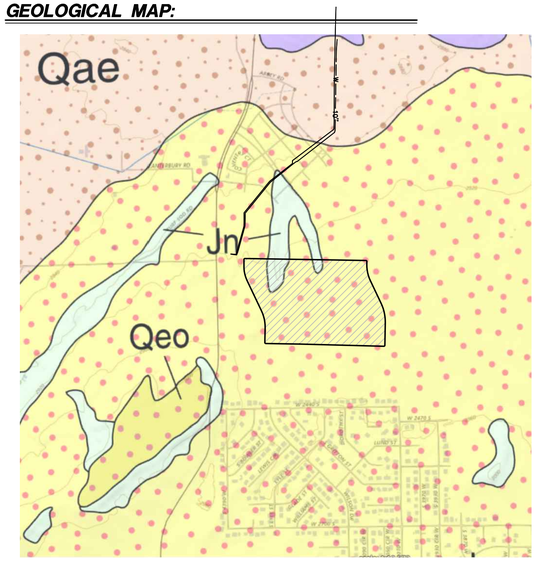
Receipt #: 8.174548-11/30/23

DRAFT

PRELIMINARY PLAT SHEET FOR:
SANDWATER ESTATES SUBDIVISION

LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

GEOLOGICAL MAP:



GEOLOGICAL NARRATIVE:

QEO/QES: EOLIAN SAND DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE):–

WELL SORTED, FINE– TO MEDIUM–GRAINED, WELL–ROUNDED, FROSTED QUARTZ SAND; SAND IS RECYCLED PRINCIPALLY FROM THE NAVAJO SANDSTONE AND KAYENTA FORMATION; LOCALLY FORMS SMALL DUNES PARTLY STABILIZED BY VEGETATION; LOCALLY INCLUDES THICK CALCIC SOILS (HARDPAN OR CALICHE); TYPICALLY LESS THAN 20 FEET (6 M) THICK.

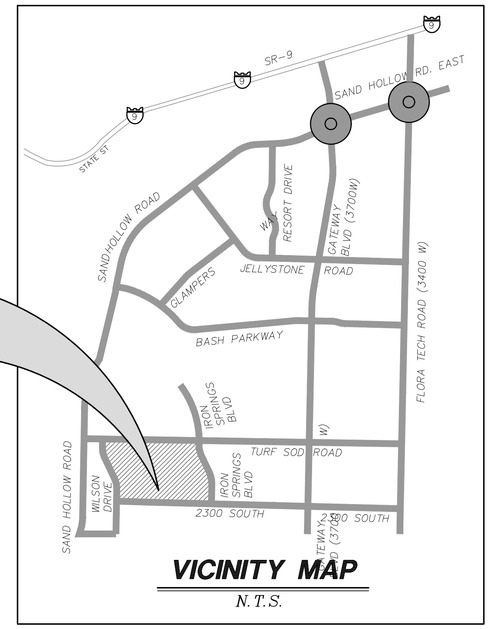
JN: NAVAJO SANDSTONE (LOWER JURASSIC)

PALE–REDDISH–ORANGE, REDDISH–BROWN, OR WHITE, CLIFF–FORMING, CROSS–BEDDED, QUARTZ SANDSTONE; FORMS SPECTACULAR SHEER CLIFFS, DEEP CANYONS, AND IMPRESSIVE SPIRES, PROMONTORIES, AND MONOLITHS; CONSISTS OF WELL SORTED, WELL–ROUNDED, FINE TO MEDIUM–GRAINED, FROSTED QUARTZ SAND; BEDDING CONSISTS OF HIGH–ANGLE, LARGE–SCALE CROSS–BEDDING IN TABULAR–PLANAR, WEDGE–PLANAR, AND TROUGH–SHAPED SETS 10 TO 45 FEET OR MORE (3–14+ M) THICK; CONTAINS SPARSE PLANAR INTERDUNE DEPOSITS AND LOCALLY COMMON IRONSTONE BANDS AND CONCRETIONS; LOCALLY PROMINENTLY JOINTED (SEE, FOR EXAMPLE, ROGERS AND ENGELDER, 2004; ROGERS AND OTHERS, 2004); LOWER PART FORMS TRANSITION ZONE CHARACTERIZED BY PLANAR–BEDDED, FINE–GRAINED SANDSTONE AND SILTY SANDSTONE WITH THIN SILTSTONE INTERBEDS WITH WAVY BEDDING, FLASER–LIKE LAMINAE, AND SOFT–SEDIMENT DEFORMATION AND BIOTURBATION FEATURES, AND LESS COMMON BUT RESISTANT CROSS–STRATIFIED SANDSTONE; DIVIDED INTO THREE INFORMAL NON–STRATIGRAPHIC UNITS OF VARIABLE BUT ROUGHLY EQUAL THICKNESS BASED ON COLOR AND WEATHERING HABIT IN THE SOUTH PART OF ZION NATIONAL PARK (DOELLING AND OTHERS, 2002): (1) "WHITE NAVAJO," WHICH FORMS THE UPPER PART OF THE NAVAJO SANDSTONE AND IS PALE–GRAY, YELLOWISH–GRAY, ORANGISH–GRAY, AND WHITE BECAUSE OF ALTERATION, REMOBILIZATION, AND BLEACHING OF LIMONITIC AND HEMATITIC (IRON–BEARING) CEMENT, PROBABLY DUE TO HYDROCARBON MIGRATION (SEE, FOR EXAMPLE, BEITLER AND OTHERS, 2003); (2) "PINK NAVAJO," WHICH FORMS THE MIDDLE PART OF THE NAVAJO SANDSTONE, IS GENERALLY LESS RESISTANT THAN THE "WHITE NAVAJO" ABOVE AND "BROWN NAVAJO" BELOW, AND IS PALE REDDISH ORANGE DUE TO MORE UNIFORMLY DISPERSED HEMATITIC CEMENT; AND (3) "BROWN NAVAJO," WHICH IS STREAKED MEDIUM TO DARK REDDISH BROWN DUE TO IRON OXIDE REMOBILIZATION CAUSED BY GROUND–WATER OR HYDROCARBON MIGRATION, AND WHICH FORMS THE LOWER MASSIVE CLIFF OF THE NAVAJO SANDSTONE AND IS CORRELATIVE IN PART WITH THE LOWER TRANSITIONAL BEDS OF THE NAVAJO; NIELSEN AND CHAN (IN PREPARATION) DESCRIBED DIAGENETIC FACIES AND FLUID–RELATED ALTERATION OF THE NAVAJO SANDSTONE IN SOUTHWEST UTAH; THE UPPER, UNCONFORMABLE CONTACT OF THE NAVAJO IS SHARP AND PLANAR AND CORRESPONDS TO A PROMINENT BREAK IN SLOPE, WITH CLIFF–FORMING, CROSS–BEDDED SANDSTONE BELOW AND REDDISH–BROWN MUDSTONE OF THE SINAWAVA MEMBER OF THE TEMPLE CAP FORMATION ABOVE; DEPOSITED IN A VAST COASTAL AND INLAND DUNE FIELD WITH PREVAILING WINDS PRINCIPALLY FROM THE NORTH (BLAKEY, 1994, PETERSON, 1994); CORRELATIVE WITH THE NUGGET SANDSTONE OF NORTHERN UTAH AND WYOMING AND THE AZTEC SANDSTONE OF SOUTHERN NEVADA AND ADJACENT AREAS (SEE, FOR EXAMPLE, KOCUREK AND DOTT, 1983; RIGGS AND OTHERS, 1993); THE LOWER TRANSITION INTERVAL, WHICH REACHES ITS MAXIMUM THICKNESS OF ABOUT 300 FEET (100 M) IN THE RED CLIFFS AREA NORTHEAST OF ST. GEORGE, REPRESENTS DEPOSITION IN A SAND–DOMINATED SABKHA ENVIRONMENT (TUESINK, 1989; SANSOM, 1992); MUCH OF THE SAND MAY ORIGINALLY HAVE BEEN TRANSPORTED TO AREAS NORTH AND NORTHWEST OF UTAH VIA A TRANSCONTINENTAL RIVER SYSTEM THAT TAPPED GRENVILLIAN–AGE (ABOUT 1.0 TO 1.3 BILLION–YEAR–OLD) CRUST INVOLVED IN APPALACHIAN OROGENESIS OF EASTERN NORTH AMERICA (DICKINSON AND GEHRELS, 2003; RAHL AND OTHERS, 2003; REINERS AND OTHERS, 2005); FORMS THE PRINCIPAL AQUIFER THROUGHOUT MUCH OF THE QUADRANGLE (CLYDE, 1987; HURLOW, 1998; HEILWEIL AND OTHERS, 2000; HEILWEIL AND OTHERS, 2002; ROWLEY AND DIXON, 2004; ROWLEY AND OTHERS, 2004); ABOUT 1800 TO 2300 FEET (550–700 M) THICK.

LAND USE SUMMARY

	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6
TOTAL LOTS	19	17	33	27	26	31
TOTAL LOT SIZE (SQ. FT.)	230,807.00	185,777.00	352,265.00	299,994.00	264,587.00	360,942.00
AVERAGE LOT SIZE (SQ. FT.)	12,147.74	10,928.06	10,674.70	11,110.89	10,176.42	11,643.29
MINIMUM LOT SIZE (SQ. FT.)	10,094.00	8,800.00	8,800.00	9,041.00	9,570.00	9,171.00
MAXIMUM LOT SIZE (SQ. FT.)	23,116.00	14,090.00	19,422.00	18,048.00	11,801.00	20,761.00

PROJECT LOCATION



VICINITY MAP

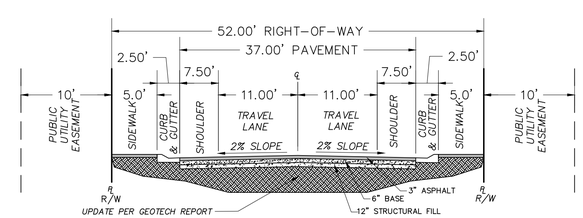
N.T.S.

OWNERS:

WESTERN MORTGAGE & REALTY COMPANY

CONTACT REPRESENTATIVE:

BRENT MOSER
(801)–793–0346
THEBEACHATSANDHOLLOW@GMAIL.COM



52' ROW TYPICAL CROSS SECTION

N.T.S

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA. (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 MAP)

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–SOILS WITH LOW SUSCEPTIBILITY FOR 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	WBSH–HIGH: MODERN SAND–DUNE OR SHEET–SAND DEPOSITS
SHALLOW GROUND WATER	NONE

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

NOTES:

STORM WATER CAN BE REDIONALLY DETAINED AND CONTROLLED USING DETENTION BASINS. WATER WILL BE COLLECTED AND DELIVERED TO THE REGIONAL DETENTION BASIN AT AN OFFSITE PUBLIC PARK.

THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO SPRINGS OR SEEPS ON THIS PROPERTY. THERE IS A WELL SHOWN ON THE PLAT.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS–OF–WAY AND EASEMENTS.

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
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20 South 850 West, Suite 1
Hurricane City, Utah 84737
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PRELIMINARY PLAT SHEET FOR:
SANDWATER ESTATES SUBDIVISION
LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/17/2023
SCALE: N.T.S.

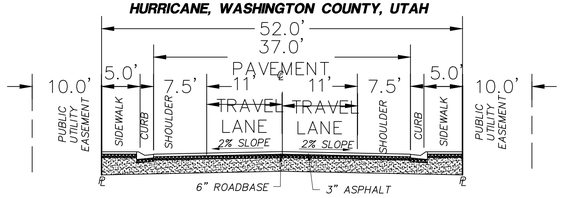
JOB NO.
106-002

SHEET NO:
1 OF 8

PRELIMINARY SHEET

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION

LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

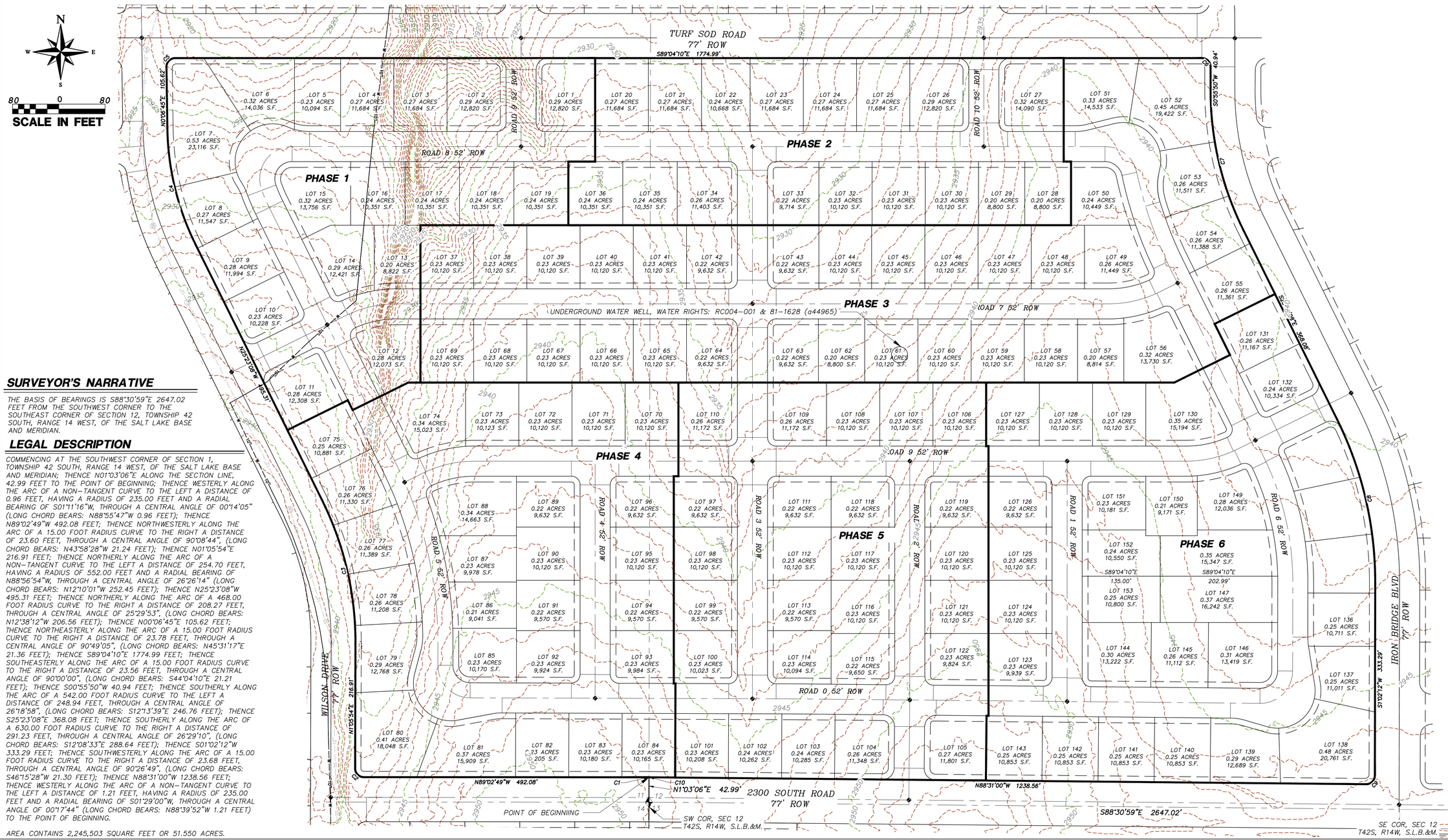


52' RIGHT-OF-WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	0.96'	235.00'	0.96'	N88°55'47"W	0°14'05"
C2	23.60'	15.00'	21.24'	N43°58'28"W	90°08'44"
C3	254.70'	552.00'	252.45'	N12°10'01"W	26°26'14"
C4	208.27'	468.00'	206.56'	N12°38'12"W	25°29'53"
C5	23.78'	15.00'	21.36'	N45°31'17"E	90°49'05"
C6	23.56'	15.00'	21.21'	S44°04'10"E	90°00'00"
C7	248.94'	542.00'	246.76'	S12°13'39"E	26°18'58"
C8	291.23'	630.00'	288.64'	S12°08'33"E	26°29'10"
C9	23.68'	15.00'	21.30'	S46°15'28"W	90°26'49"
C10	1.21'	235.00'	1.21'	N88°39'52"W	0°17'44"

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE / LOT LINE
- STREET CENTERLINE
- 10' PUBLIC UTILITY EASEMENT (PUE)
- SECTION LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING HDPE WATER MAIN (SIZE SHOWN)
- EXISTING SEWER LINE (SIZE SHOWN)
- PHASE LINE
- SET CENTERLINE MONUMENT WITH RING AND LID
- SECTION CORNER AS DESCRIBED
- EXISTING SEWER MANHOLE



SURVEYOR'S NARRATIVE

THE BASIS OF BEARINGS IS S88°30'59"E 2647.02 FEET FROM THE SOUTHWEST CORNER TO THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N01°03'06"E ALONG THE SECTION LINE, 42.99 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 0.96 FEET, HAVING A RADIUS OF 235.00 FEET AND A RADIAL BEARING OF S01°11'16"W, THROUGH A CENTRAL ANGLE OF 00°14'05" (LONG CHORD BEARS: N88°55'47"W 0.96 FEET); THENCE N89°02'49"W 492.08 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.60 FEET, THROUGH A CENTRAL ANGLE OF 90°08'44", (LONG CHORD BEARS: N43°58'28"W 21.24 FEET); THENCE N01°05'54"E 216.91 FEET; THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 254.70 FEET, HAVING A RADIUS OF 552.00 FEET AND A RADIAL BEARING OF N88°56'54"W, THROUGH A CENTRAL ANGLE OF 26°26'14" (LONG CHORD BEARS: N12°10'01"W 252.45 FEET); THENCE N25°23'08"W 495.31 FEET; THENCE NORTHERLY ALONG THE ARC OF A 468.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 208.27 FEET, THROUGH A CENTRAL ANGLE OF 25°29'53", (LONG CHORD BEARS: N12°38'12"W 206.56 FEET); THENCE N00°06'45"E 105.62 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.78 FEET, THROUGH A CENTRAL ANGLE OF 90°49'05", (LONG CHORD BEARS: N45°31'17"E 21.36 FEET); THENCE S89°04'10"E 1774.99 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", (LONG CHORD BEARS: S44°04'10"E 21.21 FEET); THENCE S00°55'50"W 40.94 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 542.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 248.94 FEET, THROUGH A CENTRAL ANGLE OF 26°18'58", (LONG CHORD BEARS: S12°13'39"E 246.76 FEET); THENCE S25°23'08"E 368.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 630.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 291.23 FEET, THROUGH A CENTRAL ANGLE OF 26°29'10", (LONG CHORD BEARS: S12°08'33"E 288.64 FEET); THENCE S01°02'12"W 333.29 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.68 FEET, THROUGH A CENTRAL ANGLE OF 90°26'49", (LONG CHORD BEARS: S46°15'28"W 21.30 FEET); THENCE N88°31'00"W 1238.56 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 1.21 FEET, HAVING A RADIUS OF 235.00 FEET AND A RADIAL BEARING OF S01°29'00"W, THROUGH A CENTRAL ANGLE OF 00°17'44" (LONG CHORD BEARS: N88°39'52"W 1.21 FEET) TO THE POINT OF BEGINNING.

AREA CONTAINS 2,245,503 SQUARE FEET OR 51.550 ACRES.

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REVISIONS			
NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone (435) 668-8307 Karl Rasmussen
Phone (435) 590-3171 Chad Hill

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION
LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/17/2023
SCALE: 1"=80'

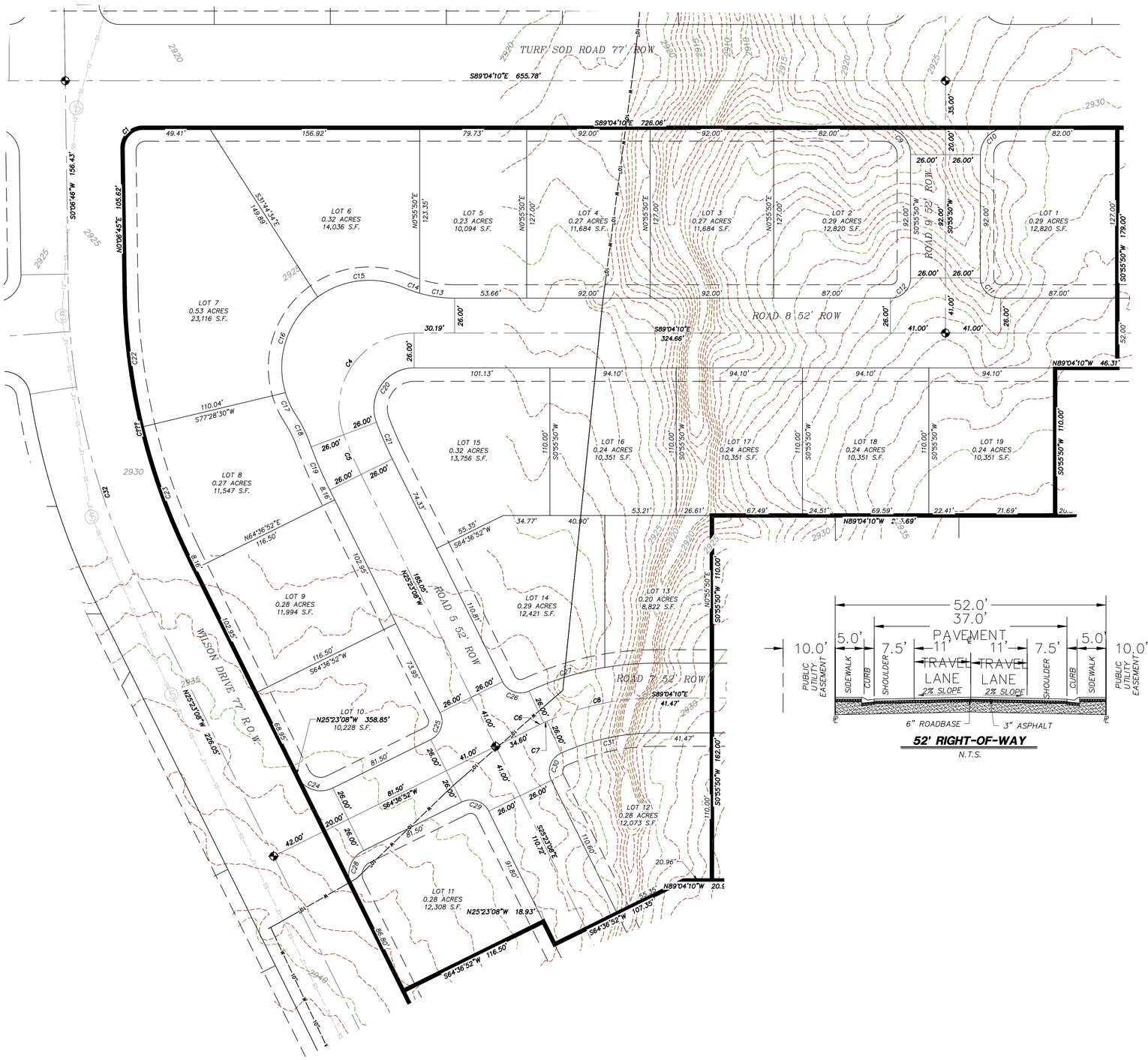
JOB NO.
706-002

SHEET NO:
2 OF 8

PRELIMINARY PLAT

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 1

LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



52' RIGHT-OF-WAY
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE / LOT LINE
- STREET CENTERLINE
- 10' PUBLIC UTILITY EASEMENT (PUE)
- SECTION LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING HDPE WATER MAIN (SIZE SHOWN)
- EXISTING SEWER LINE (SIZE SHOWN)
- PHASE LINE
- SET CENTERLINE MONUMENT WITH RING AND LID
- SECTION CORNER AS DESCRIBED
- EXISTING SEWER MANHOLE

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	23.78'	15.00'	21.36'	N45°31'18"E	90°49'06"
C4	108.11'	56.00'	92.09'	N35°37'33"E	110°36'33"
C5	32.42'	325.50'	32.41'	N22°31'56"W	5°42'25"
C6	5.31'	200.00'	5.31'	N65°22'32"E	1°31'21"
C7	2.74'	200.00'	2.74'	N66°31'47"E	0°47'08"
C8	83.80'	200.00'	83.19'	N78°55'35"E	24°00'29"
C9	31.42'	20.00'	28.28'	N44°04'10"W	90°00'00"
C10	31.42'	20.00'	28.28'	S45°55'50"W	90°00'00"
C11	23.56'	15.00'	21.21'	S44°04'10"E	90°00'00"
C12	23.56'	15.00'	21.21'	N45°55'50"E	90°00'00"
C13	26.41'	95.00'	26.32'	S81°06'22"E	15°55'36"
C14	12.57'	95.00'	12.56'	N69°21'10"W	7°34'49"
C15	67.57'	65.00'	64.56'	S84°39'31"W	59°33'26"
C16	80.18'	65.00'	75.19'	S19°32'28"W	70°40'42"
C17	18.69'	65.00'	18.63'	S24°02'12"E	16°28'38"
C18	22.01'	95.00'	21.96'	S25°38'17"E	13°16'29"
C19	39.17'	351.50'	39.15'	S22°11'35"E	6°23'06"
C20	57.91'	30.00'	49.33'	S35°37'33"W	110°36'33"
C21	29.83'	299.50'	29.82'	S22°31'56"E	5°42'25"
C22	103.22'	468.00'	103.02'	N6°12'23"W	12°38'15"
C23	105.05'	468.00'	104.83'	N18°57'19"W	12°51'38"
C24	31.42'	20.00'	28.28'	N70°23'08"W	90°00'00"
C25	23.56'	15.00'	21.21'	S19°36'52"W	90°00'00"
C26	23.16'	15.00'	20.93'	N69°37'28"W	88°28'39"
C27	59.26'	226.00'	59.09'	S73°38'55"W	15°01'25"
C28	31.42'	20.00'	28.28'	S19°36'52"W	90°00'00"
C29	23.56'	15.00'	21.21'	S70°23'08"E	90°00'00"
C30	24.17'	15.00'	21.64'	N20°46'06"E	92°18'29"
C31	72.91'	174.00'	72.38'	N78°55'35"E	24°00'29"
C32	226.97'	510.00'	225.10'	S12°38'11"E	25°29'54"

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NO	DESCRIPTION	DATE	BY

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Phone (435) 590-3171 Chad Hill

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 1
LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/17/2023
SCALE: 1"=80'

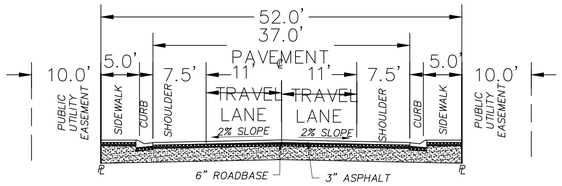
JOB NO.
706-002

SHEET NO:
3 OF 8

PRELIMINARY PLAT

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 2

LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



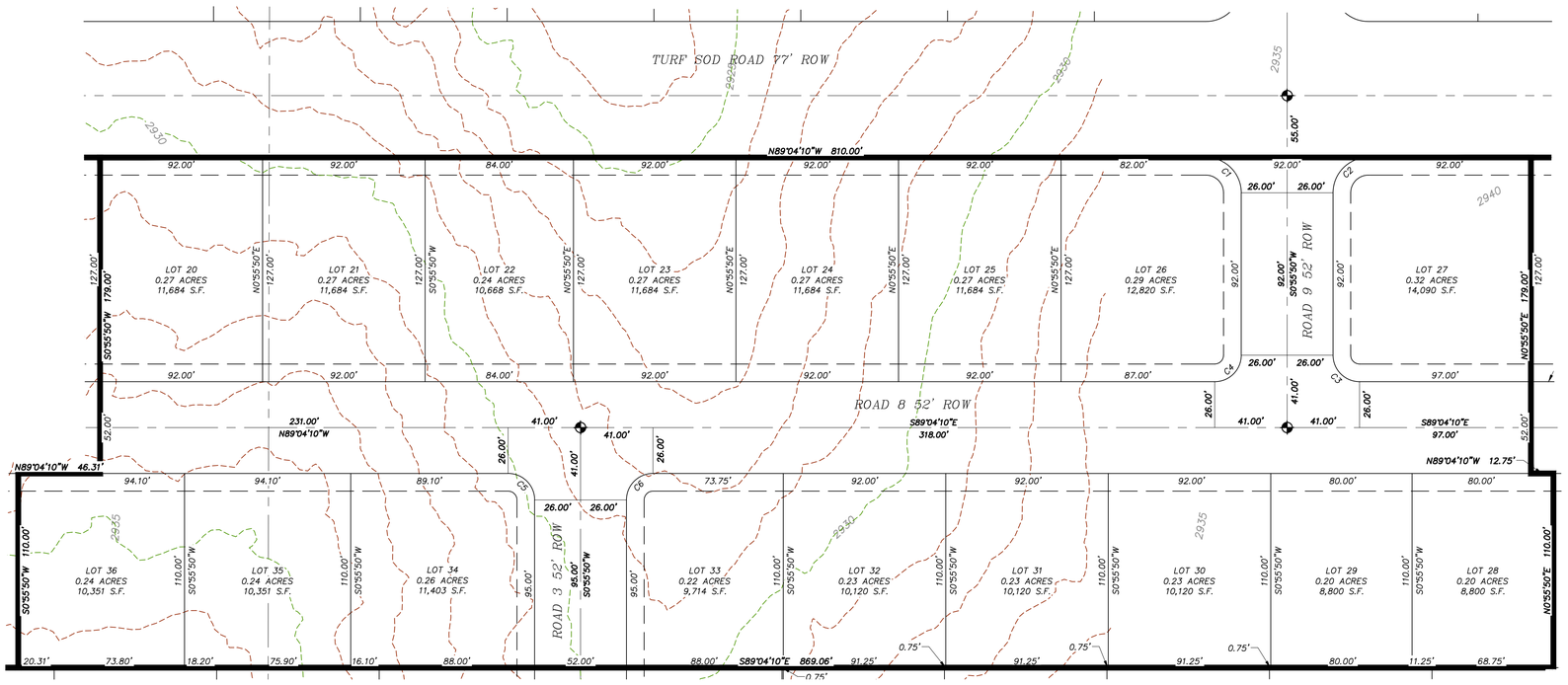
52' RIGHT-OF-WAY
N.T.S.

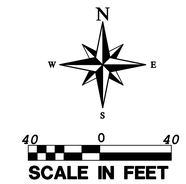
CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	31.42'	20.00'	28.28'	N44°04'10"W	90°00'00"
C2	31.42'	20.00'	28.28'	N45°55'50"E	90°00'00"
C3	23.56'	15.00'	21.21'	N44°04'10"W	90°00'00"
C4	23.56'	15.00'	21.21'	N45°55'50"E	90°00'00"
C5	23.56'	15.00'	21.21'	N44°04'09"W	89°59'58"
C6	23.56'	15.00'	21.21'	S45°55'50"W	90°00'00"

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE / LOT LINE
- STREET CENTERLINE
- SECTION LINE
- 10' PUBLIC UTILITY EASEMENT (PUE)
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PHASE LINE
- SET CENTERLINE MONUMENT WITH RING AND LID





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HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/17/2023
SCALE: 1"=40'

JOB NO.
706-002

SHEET NO:
4 OF 8

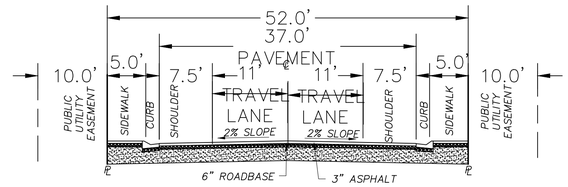
PRELIMINARY PLAT

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 4

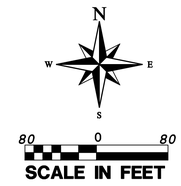
LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	23.56'	15.00'	21.21'	N44°04'10"W	90°00'00"
C4	75.95'	56.00'	70.26'	S50°13'02"E	77°42'16"
C5	60.75'	737.44'	60.73'	S13°45'11"E	4°43'12"
C6	103.66'	737.44'	103.57'	S20°08'24"E	8°03'13"
C7	40.42'	737.44'	40.41'	S25°44'13"E	3°08'25"
C8	5.31'	200.00'	5.31'	N65°22'32"E	1°31'21"
C9	2.68'	200.00'	2.68'	N66°31'17"E	0°46'08"
C10	83.86'	200.00'	83.25'	N78°55'05"E	24°01'29"
C11	22.71'	95.00'	22.66'	N84°04'52"E	13°41'55"
C12	25.47'	65.00'	25.30'	S88°29'16"W	22°26'55"
C13	76.25'	65.00'	71.95'	N46°40'51"W	67°12'51"
C14	29.27'	65.00'	29.02'	N0°10'23"W	25°48'05"
C15	46.94'	95.00'	46.46'	S1°27'29"E	28°18'35"
C16	29.50'	665.77'	29.49'	N17°10'40"W	2°32'18"
C17	78.59'	665.77'	78.55'	N21°49'44"W	6°45'49"
C18	40.88'	30.00'	37.79'	N50°02'02"W	78°04'17"
C19	89.49'	710.63'	89.43'	S14°30'34"E	7°12'54"
C20	80.95'	710.63'	80.91'	S21°22'50"E	6°31'36"
C21	23.77'	14.86'	21.31'	N20°32'23"E	91°38'45"
C22	72.96'	174.00'	72.43'	N78°55'05"E	24°01'29"
C23	23.16'	15.00'	20.93'	S69°37'28"E	88°28'39"
C24	71.05'	226.00'	70.75'	N75°08'34"E	18°00'42"
C25	26.75'	226.00'	26.73'	N87°32'23"E	6°46'55"
C26	23.56'	15.00'	21.21'	S45°55'50"W	90°00'00"
C27	23.56'	15.00'	21.21'	N44°04'10"W	90°00'00"
C28	23.56'	15.00'	21.21'	S45°55'50"W	90°00'00"
C29	23.56'	15.00'	21.21'	S44°04'10"E	90°00'00"
C30	62.75'	541.98'	62.71'	S22°04'10"E	6°38'00"
C31	96.83'	541.98'	96.71'	S13°38'03"E	10°14'13"
C32	89.36'	541.98'	89.26'	S3°47'32"E	9°26'48"

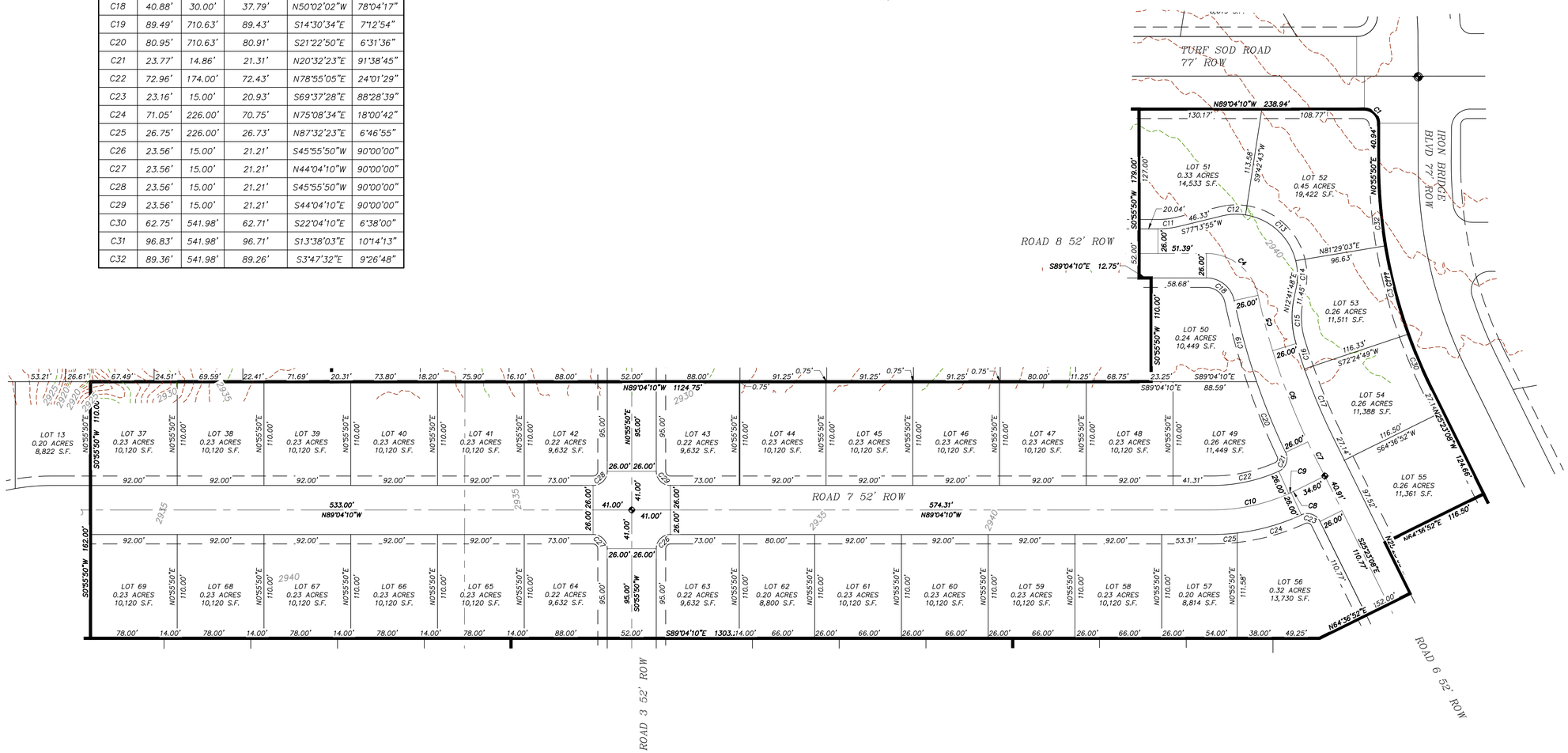


52' RIGHT-OF-WAY
N.T.S.



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE / LOT LINE
- STREET CENTERLINE
- SECTION LINE
- 10' PUBLIC UTILITY EASEMENT (PUE)
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PHASE LINE
- SET CENTERLINE MONUMENT WITH RING AND LID



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NO	DESCRIPTION	DATE	BY

REVISIONS

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Engineers – Land Surveyors – Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone (435) 668-8387 Karl Rasmussen
Phone (435) 590-3171 Chad Hill

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION
LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/17/2023
SCALE: 1"=80'

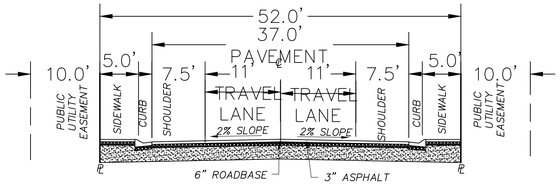
JOB NO.
706-002

SHEET NO:
1 OF 2

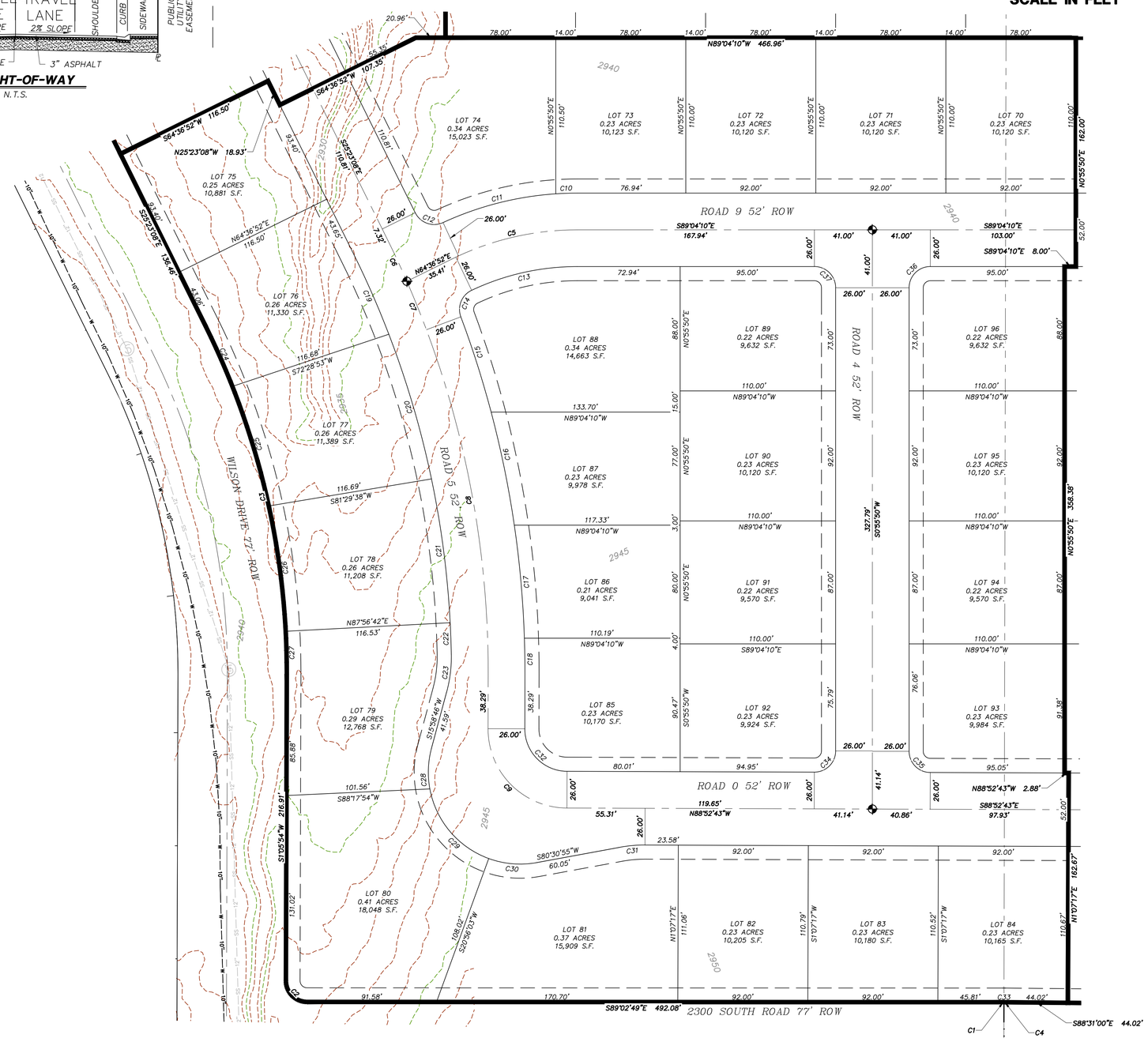
PRELIMINARY PLAT

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 4

LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



52' RIGHT-OF-WAY
N.T.S.



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SCALE IN FEET

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE / LOT LINE
- STREET CENTERLINE
- 10' PUBLIC UTILITY EASEMENT (PUE)
- SECTION LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING HDPE WATER MAIN (SIZE SHOWN)
- EXISTING SEWER LINE (SIZE SHOWN)
- PHASE LINE
- SET CENTERLINE MONUMENT WITH RING AND LID
- SECTION CORNER AS DESCRIBED
- EXISTING SEWER MANHOLE

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	0.96'	235.00'	0.96'	S88°55'47"E	0°14'05"
C2	23.60'	15.00'	21.24'	S43°58'28"E	90°08'44"
C3	254.70'	552.00'	252.45'	S12°10'01"E	26°26'14"
C4	1.21'	235.00'	1.21'	S88°39'52"E	0°17'44"
C5	91.86'	200.00'	91.06'	N77°46'21"E	26°18'58"
C6	33.61'	600.90'	33.61'	N23°59'39"W	3°12'18"
C7	36.96'	692.00'	36.95'	N21°04'22"W	3°03'36"
C8	249.30'	692.00'	247.95'	N9°13'20"W	20°38'28"
C9	87.94'	56.00'	79.18'	N43°53'25"W	89°58'37"
C10	15.07'	226.00'	15.06'	S89°01'14"W	3°49'12"
C11	82.73'	226.00'	82.27'	S76°37'25"W	20°58'25"
C12	23.16'	15.00'	20.93'	N69°37'28"W	88°28'39"
C13	77.08'	174.00'	76.45'	N78°14'24"E	25°22'51"
C14	22.28'	15.00'	20.29'	N23°00'12"E	85°05'32"
C15	70.76'	718.00'	70.74'	N16°43'09"W	5°38'49"
C16	81.70'	718.00'	81.66'	N10°38'09"W	6°31'11"
C17	80.36'	718.00'	80.32'	N4°10'11"W	6°24'46"
C18	25.84'	718.00'	25.83'	N0°04'03"E	2°03'42"
C19	61.60'	666.00'	61.57'	N22°44'10"W	5°17'56"
C20	106.88'	666.00'	106.77'	N15°29'21"W	9°11'41"
C21	102.72'	666.00'	102.62'	S6°28'24"E	8°50'13"
C22	22.40'	666.00'	22.40'	S1°05'29"E	1°55'36"
C23	26.71'	95.00'	26.62'	N7°55'32"E	16°06'27"
C24	46.18'	551.90'	46.17'	N22°59'28"W	4°47'39"
C25	88.55'	551.90'	88.45'	N15°59'52"W	9°11'33"
C26	89.60'	551.90'	89.50'	N6°45'03"W	9°18'07"
C27	30.38'	551.90'	30.38'	N0°31'22"W	3°09'14"
C28	28.95'	65.00'	28.71'	S3°13'12"W	25°31'08"
C29	67.53'	65.00'	64.53'	S39°18'10"E	59°31'35"
C30	34.51'	65.00'	34.11'	S84°16'31"E	30°25'08"
C31	17.59'	95.00'	17.56'	S85°49'06"W	10°36'22"
C32	47.11'	30.00'	42.42'	N43°53'25"W	89°58'37"
C33	2.18'	235.00'	2.18'	N88°46'54"W	0°31'49"
C34	23.61'	15.00'	21.25'	S46°01'33"W	90°11'27"
C35	23.51'	15.00'	21.18'	N43°58'27"W	89°48'33"
C36	23.56'	15.00'	21.21'	N45°55'50"E	90°00'00"
C37	23.56'	15.00'	21.21'	S44°04'10"E	90°00'00"

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NO	DESCRIPTION	DATE	BY

REVISIONS

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Engineers– Land Surveyors – Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8387 Karl Ramussen
Phone: (435) 590-3171 Chad Hill

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 4
LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/17/2023
SCALE: 1"=80'

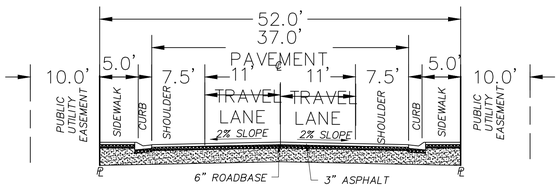
JOB NO.
106-002

SHEET NO:
1 OF 2

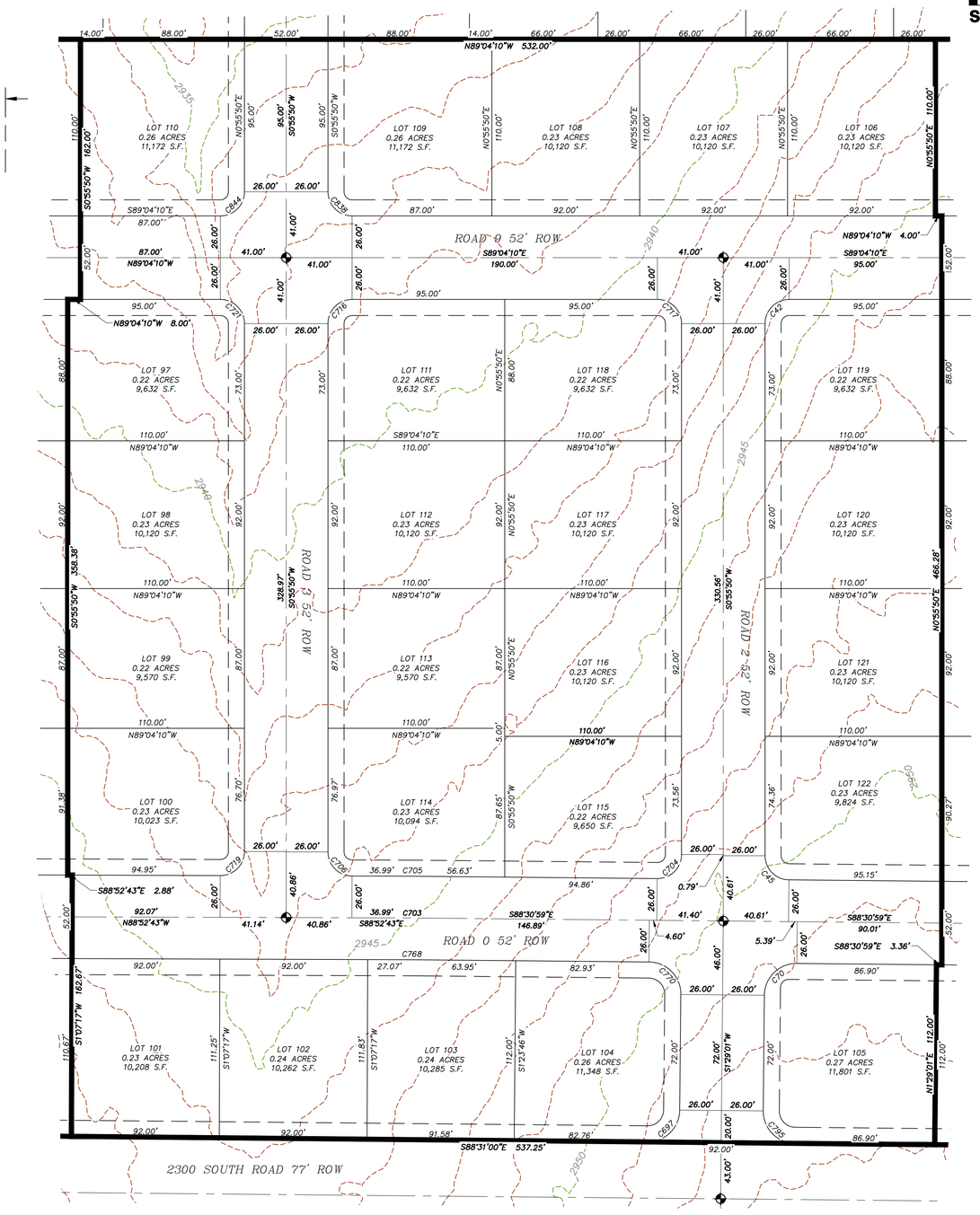
PRELIMINARY PLAT

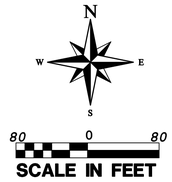
PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 5

LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



52' RIGHT-OF-WAY
N.T.S.





LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE / LOT LINE
- STREET CENTERLINE
- SECTION LINE
- 10' PUBLIC UTILITY EASEMENT (PUE)
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PHASE LINE
- SET CENTERLINE MONUMENT WITH RING AND LID

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	0.96'	235.00'	0.96'	N88°55'47"W	0°14'05"
C2	23.60'	15.00'	21.24'	N43°58'28"W	90°08'44"
C3	254.70'	552.00'	252.45'	N12°10'01"W	26°26'14"
C4	208.27'	468.00'	206.56'	N12°38'12"W	25°29'53"
C5	23.78'	15.00'	21.36'	N45°31'17"E	90°49'05"
C6	23.56'	15.00'	21.21'	S44°04'10"E	90°00'00"
C7	248.94'	542.00'	246.76'	S12°13'39"E	26°18'58"
C8	291.23'	630.00'	288.64'	S12°08'33"E	26°29'10"
C9	23.68'	15.00'	21.30'	S46°15'28"W	90°26'49"
C10	1.21'	235.00'	1.21'	N88°39'52"W	0°17'44"

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NO	DESCRIPTION	DATE	BY

REVISIONS

PROVALUE ENGINEERING, INC.
Engineers– Land Surveyors – Land Planners
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Hurricane City, Utah 84737
Phone (435) 668-8387 Karl Rasmussen
Phone (435) 590-3171 Chad Hill

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 5
LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/17/2023
SCALE: 1"=80'

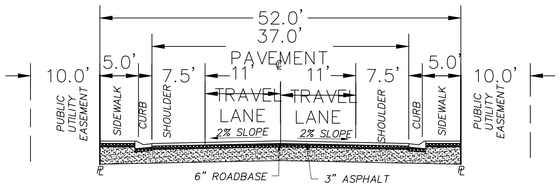
JOB NO.
106-002

SHEET NO.
1 OF 2

PRELIMINARY PLAT

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 6

LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



52' RIGHT-OF-WAY
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE / LOT LINE
- STREET CENTERLINE
- SECTION LINE
- 10' PUBLIC UTILITY EASEMENT (PUE)
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PHASE LINE
- SET CENTERLINE MONUMENT WITH RING AND LID

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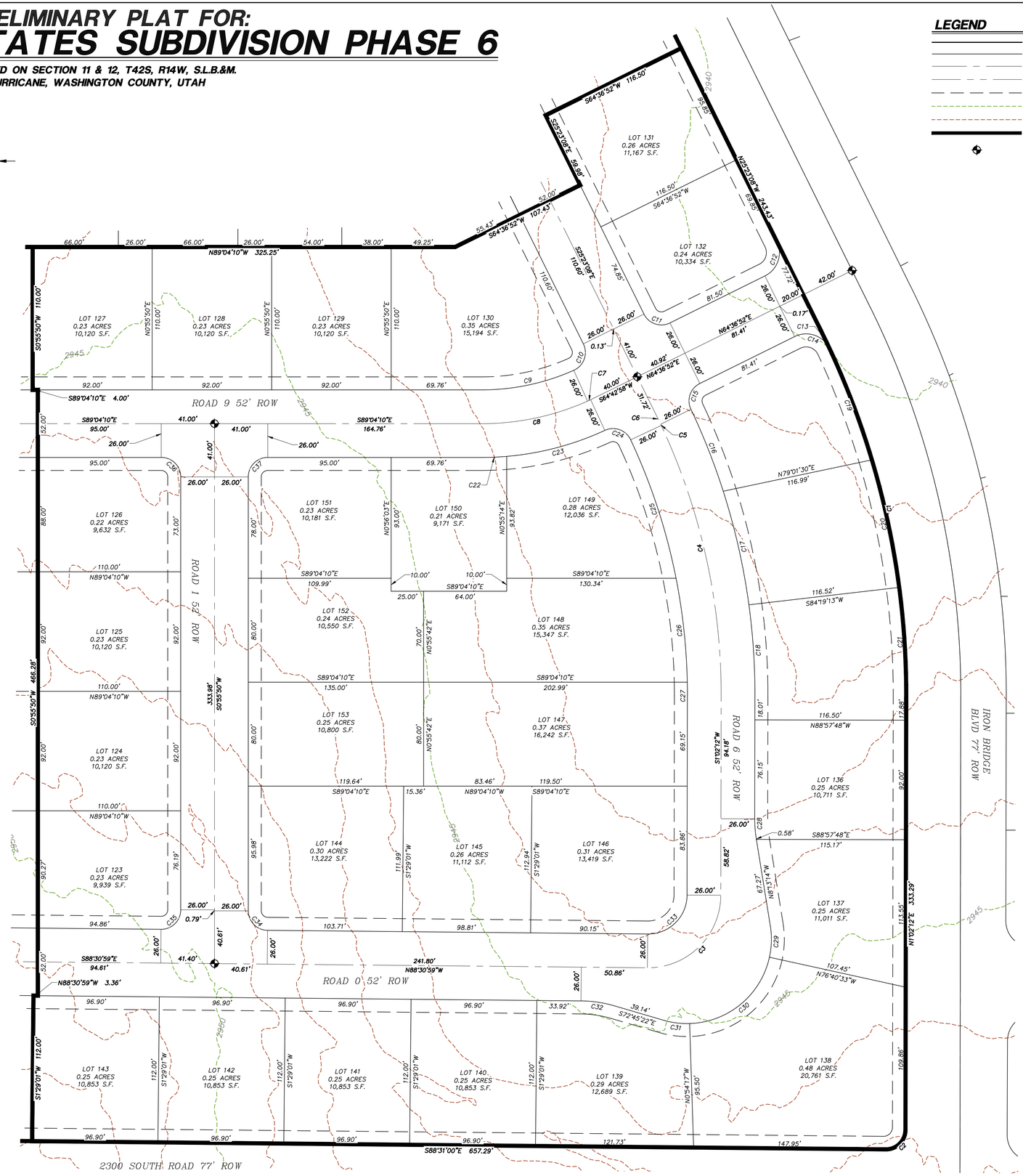
SCALE IN FEET



CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	291.23'	630.00'	288.64'	N12°08'33"W	26°29'10"
C2	23.68'	15.00'	21.30'	N46°15'28"E	90°26'49"
C3	88.40'	56.00'	79.50'	S46°15'36"W	90°26'49"
C4	215.33'	487.50'	213.59'	N11°33'06"W	25°18'29"
C5	1.02'	487.50'	1.02'	N24°15'57"W	0°07'12"
C6	9.02'	487.50'	9.02'	N24°51'21"W	1°03'35"
C7	2.63'	200.00'	2.63'	S66°31'07"W	0°45'14"
C8	83.90'	200.00'	83.28'	S78°54'47"W	24°02'05"
C9	72.99'	174.00'	72.46'	S78°54'47"W	24°02'05"
C10	24.16'	15.00'	21.63'	S20°45'18"W	92°16'53"
C11	23.56'	15.00'	21.21'	N70°23'08"W	90°00'00"
C12	31.42'	20.00'	28.28'	S19°36'52"W	90°00'00"
C13	14.75'	630.00'	14.75'	N24°42'54"W	1°20'29"
C14	31.88'	20.00'	28.61'	N69°42'54"W	91°20'28"
C15	23.30'	15.00'	21.03'	S20°07'03"W	88°59'38"
C16	67.83'	513.50'	67.78'	N20°35'43"W	7°34'08"
C17	89.76'	513.50'	89.65'	N11°48'11"W	10°00'55"
C18	70.77'	513.50'	70.71'	N2°50'51"W	7°53'46"
C19	91.43'	630.00'	91.35'	N19°53'12"W	8°18'55"
C20	100.50'	630.00'	100.39'	S11°09'32"E	9°08'23"
C21	84.55'	630.00'	84.49'	S2°44'40"E	7°41'22"
C22	19.24'	226.00'	19.24'	N88°29'29"E	4°52'41"
C23	78.54'	226.00'	78.14'	N76°05'50"E	19°54'38"
C24	23.47'	15.00'	21.15'	S69°01'55"E	89°39'09"
C25	112.44'	461.50'	112.16'	S17°13'33"E	13°57'34"
C26	80.57'	461.50'	80.47'	S5°14'41"E	10°00'10"
C27	10.86'	461.50'	10.85'	S0°25'49"W	1°20'52"
C28	15.35'	95.00'	15.33'	N3°35'31"W	9°15'26"
C29	24.44'	65.00'	24.30'	N2°33'07"E	21°32'41"
C30	85.96'	65.00'	79.83'	N51°12'35"E	75°46'16"
C31	20.59'	65.00'	20.50'	S81°49'50"E	18°08'55"
C32	26.13'	95.00'	26.05'	N80°38'11"W	15°45'37"
C33	47.36'	30.00'	42.59'	S46°15'36"W	90°26'49"
C34	23.42'	15.00'	21.11'	N43°47'35"W	89°26'49"
C35	23.71'	15.00'	21.32'	S46°12'25"W	90°33'11"
C36	23.56'	15.00'	21.21'	S44°04'10"E	90°00'00"
C37	23.56'	15.00'	21.21'	N45°55'50"E	90°00'00"

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NO	DESCRIPTION	DATE	BY

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Hurricane City, Utah 84737
Phone: (435) 668-8307 Karl Rasmussen
Phone: (435) 590-3217 Chad Hill

PRELIMINARY PLAT FOR:
SANDWATER ESTATES SUBDIVISION PHASE 6
LOCATED ON SECTION 11 & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/17/2023
SCALE: 1"=80'

JOB NO.
106-002

SHEET NO:
1 OF 2

PRELIMINARY PLAT

HURRICANE CITY
UTAH

Water Department
Ken Richins, Superintendent

Date 11.28.23

To Whom It May Concern:

Western Mortgage & Realty Company (the "Developer") has requested a culinary water will serve letter for the subdivision known as Sand Water Estates, located at approximately 2300 S and Wilson Drive in Hurricane, Utah (the "Project").

Infrastructure
The City currently has infrastructure to supply culinary water in the general area of the Project. However, Developer will be responsible to connect the Project to the existing water infrastructure, including the installation of infrastructure in dedicated public streets and as otherwise required to meet City standards. In addition, Developer may be required to obtain and supply a hydraulic water study to ensure the waterline will deliver required fire flows. A looped water system may be required.

Water Supply
As of the date of this letter, the city has adequate water to supply water to **153** residential connections within the Project. However, water within the City is a finite resource with limited supply. The ability of the City to supply water to previously approved projects, as well as continue to serve additional water customers, is contingent on water supplies being available from the Washington County Water Conservancy District (the "Conservancy District"). Therefore, the City's statements in this letter regarding the adequacy of water supply is (1) contingent on water being available from the Conservancy District and (2) shall expire one year from the date of this letter, after which a renewed will serve letter will be required for any property or lot that has not obtained a metered connection to the City's culinary water system. Developer is encouraged to obtain a guarantee of water from the Conservancy District.

General Requirements
In addition to the requirements and limitations described above, Developer shall be required to comply with all applicable laws, ordinances, policies, and construction and design standards. These requirements include, but are not limited to, secondary water system requirements and any obligations described in an applicable development agreement.

Sincerely,

Ken Richins
Water Department Superintendent

646 West 600 North • Hurricane, UT • 84737
Phone: (435) 635-9442 • Fax: (435) 635-2616
WEB: www.cityofhurricane.com

November 30, 2023

Hurricane City
Gary Cupp
127 N. 870 W.
Hurricane, UT 84737

Subject: Sandwater Estates Subdivision

Gary,

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,

Amber Gillette

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District

1350 South Sandhollow Road, Hurricane, UT 84737
phone: 435.635.2348
email: ashcreek@infowest.com

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval on a **preliminary plat for Black Ridge Phase 1, a residential subdivision consisting of 84 single family homes and 20 townhomes**, located at 1760 W and 700 S. Wasatch Commercial Developers, Applicant. Rob Reid, Agent.

Discussion:
This application is to renew an expired plat that was previously approved in August of 2022. Preliminary plat approvals are only valid for one year unless an extension is requested and approved. This application is consistent with the previous approved application for Phase 1 of Black Ridge, a 104 unit subdivision with 84 single family units and 20 townhomes, which is part of the Black Ridge Master Planned Community formerly known as Colina Tinta. The Planning Commission heard this item on January 11, 2024 and unanimously recommended that the preliminary plat be approved subject to staff and JUC comments, including maintaining the location of the neighborhood park.

Findings:

Recommendation:

Attachments:
1. PP23-31_
2. Water_Will_Serve_Letter
3. Ash_Creek_Will_Sever_Letter
4. Density Transfer Request Letter
5. Preliminary_Plat_Map
6. BLACK RIDGE MP 2022.05.19
7. Black Ridge Park Vision Boards
8. PP23-31 Black Ridge Phase1 CC staff report

Hurricane City
Application

Application Accepted Date: 12/04/2023

Type of Improvement: Subdivision (Preliminary Plat)

Description: Total of 4 phases: Ph 1A 20 townhome units; Ph 1B-

Tenant / Project Name: Black Ridge Phase 1

Bldg. Address: 1760 West and Subway (700 South)

City: Hurricane City State: UT Zip: 84737

Subdivision: Black Ridge Phase: 1

Block: Lot #: 104 Parcel #: H-3-2-4-44021

Zone: PD Overlay

Property Owner: WPP HURRICANE LAND LLC

Permit Contact: Rob Reid P:(435) 673-8586

Email: robr@racivil.com

CONTACT INFORMATION

General Contractor: Wasatch Commercial Developers

License #: P: (435) 703-5102

City: State: Zip:

Email: jlyon@wasatchcb.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	150.00
Planning Fee	$	150.00
Sub Total:	**$**	**150.00**
Permit Total:	**$**	**150.00**
Amount Paid:	**$**	**150.00**
Remaining Due:	**$**	**0.00**

APPROVALS		DATE	INFO
Plan Review Finalized:	Yes	12/08/23	Brienna Spencer

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDPP23-31

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Rob Reid

Signature of Applicant/Authorized Agent or Owner: Date:

Rob Reid 12/11/2023

Application Approved By: Date:

Brienna Spencer 12/08/2023

Application Issued By: Date:

Receipt #: 7.720626-12/04/23

DRAFT

HURRICANE CITY
UTAH

Water Department
Ken Richins, Superintendent

July 19, 2022

To Whom It May Concern:

Wasatch Commercial Builders (the "Developer") has requested a culinary water will serve letter for the subdivision known as **Black Ridge Phase 1A -1C**, located at approximately **1760 W 1750 S** in Hurricane, Utah (the "Project").

Infrastructure

The City currently has infrastructure to supply culinary water in the general area of the Project. However, Developer will be responsible to connect the Project to the existing water infrastructure, including the installation of infrastructure in dedicated public streets and as otherwise required to meet City standards. In addition, Developer may be required to obtain and supply a hydraulic water study to ensure the waterline will deliver required fire flows. A looped water system may be required.

Water Supply

As of the date of this letter, the city has adequate water to supply water to **93** residential connections within the Project. However, water within the City is a finite resource with limited supply. The ability of the City to supply water to previously approved projects, as well as continue to serve additional water customers, is contingent on water supplies being available from the Washington County Water Conservancy District (the "Conservancy District"). Therefore, the City's statements in this letter regarding the adequacy of water supply is (1) contingent on water being available from the Conservancy District and (2) shall expire one year from the date of this letter, after which a renewed will serve letter will be required for any property or lot that has not obtained a metered connection to the City's culinary water system. Developer is encouraged to obtain a guarantee of water from the Conservancy District.

General Requirements

In addition to the requirements and limitations described above, Developer shall be required to comply with all applicable laws, ordinances, policies, and construction and design standards. These requirements include, but are not limited to, secondary water system requirements and any obligations described in an applicable development agreement.

Sincerely,

Ken Richins
Water Department Superintendent

646 West 600 North • Hurricane, UT • 84737
Phone: (435) 635-9442 • Fax: (435) 635-2616
WEB: www.cityofhurricane.com

Ash Creek Special Service District

1350 S. Sand Hollow Road
Hurricane, UT 84737
Office: (435) 635-2348 Fax: (435) 635-8550
ashcreek@infowest.com

August 9, 2022

Hurricane City
Stephen Nelson
127 N. 870 W.
Hurricane, UT 84737

RE: Blackridge Phase 1

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,

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District

HURRICANE CITY
UTAH

Water Department
Ken Richins, Superintendent

July 19, 2022

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Engineer
Ash Creek Special Service District

ROSENBERG r ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

August 11, 2022

Stephen Nelson
Planning Director
Hurricane City
147 North 870 West
Hurricane, Utah 84737

Subject: Density Transfer Request, Blackridge Development, Phase 1, Hurricane, Utah

Dear Stephen:

This letter is to provide notice to Hurricane City from Wasatch Group is requesting to initiate a density transfer to relocate approximately 2.4-acres of the townhome area shown on the west end of 900 South Street, south side, to be exchanged with a 2.4-acre area on the north end of the project along 1760 West Street to include all of the 1.6-acre neighborhood park and approximately 0.8 acres of single family (up to 6 DU/acre lots) residential.

It is anticipated that there will be no change in impact on proposed utility and road infrastructure from the original master plan.

We appreciate the opportunity to submit this information for your review. If you have any additional questions or comments, please contact this office at (435) 673-8586 during business hours.

Respectfully Submitted,

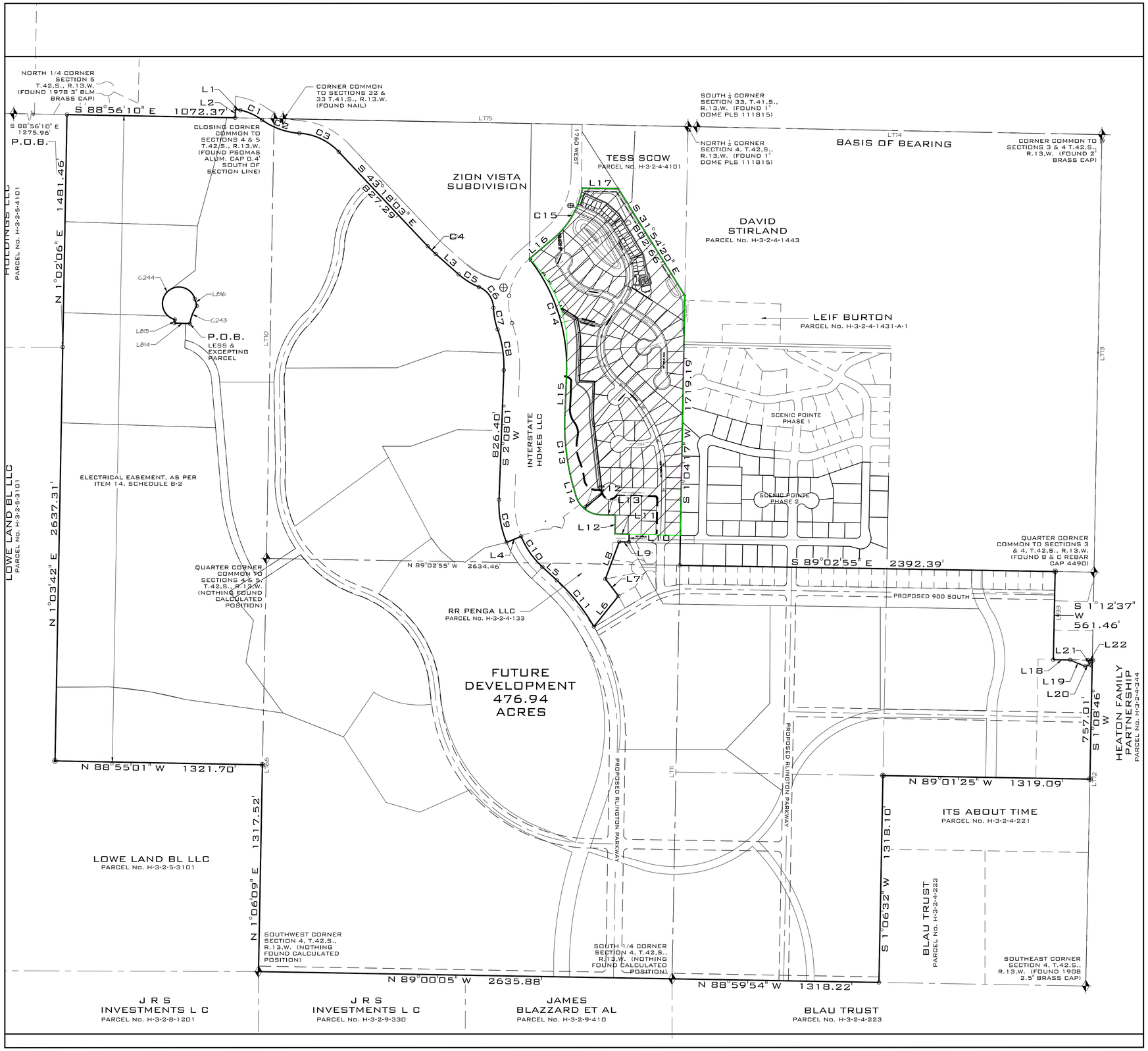
Rob Reid, PE
Project Engineer

Acknowledged By,

_____ _____
Austin Overman, Wasatch Group Date

BLACK RIDGE PHASES 1A-1D

LOCATED IN THE N.E. 1/4 & S.E. $\frac{1}{4}$ OF SECTION 5, AND THE N.W., S.W., & S.E. $\frac{1}{4}$ OF SECTION 4 T.42S., R.13W., S.L.B.&M.



OWNER/DEVELOPER/CONTACT

THE DEVELOPER FOR THIS PROJECT IS
WASATCH COMMERCIAL BUILDERS
CONTACT: SCOTT OVERMAN
1820 WEST PRINTERS ROW
WEST VALLEY CITY, UTAH 84119 (801) 461-1142 (OFFICE)

PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ROBERT A. REID, P.E.
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8586

SITE INFORMATION: PHASE-1A

CURRENT ZONE: PD OVERLAY

TOTAL AREA: 34.61 AC
TOTAL LOTS: 84 SINGLE FAMILY, 20 MULTIFAMILY

TOTAL OPEN SPACE AREA: 8.8 AC = 25.43%
TOTAL PUBLIC STREET AREA:5.95 AC = 17.20%
TOTAL LOTS (104) AREA: 19.86 AC = 57.30%

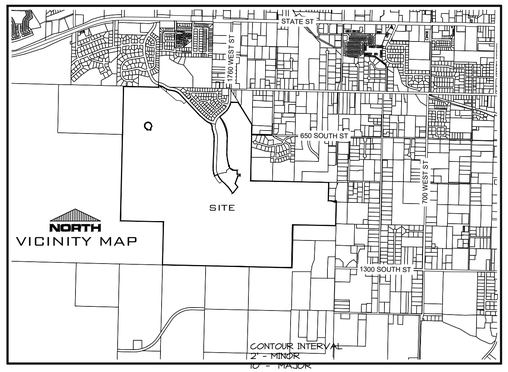
DRAINAGE NOTES

ALL LOT ROOF DRAINS AND SURFACE DRAINAGE TO BE DIRECTED TO THE FRONT OF LOTS AND PROPOSED STREET IMPROVEMENTS. ALL ONSITE SURFACE DRAINAGE WILL BE DIRECTED TO THE EXISTING RETENTION BASINS ALONG 1760 WEST.

LEGEND:

- EXISTING POWER POLE
- NOTHING SET OR FOUND
- FOUND AS NOTED
- EXISTING FENCE LINE
- FOUND SURVEY CONTROL MONUMENT - CLASS I
- FOUND SURVEY CONTROL MONUMENT - CLASS II

0 300' 600'
SCALE: 1"=300'



CONTOUR INTERVAL
2' - MINOR
10' - MAJOR

DATE:	30-11-23
JOB NO.:	12835-21
DESIGNED BY:	JTT
CHECKED BY:	RAR
DWG:	Const DWG

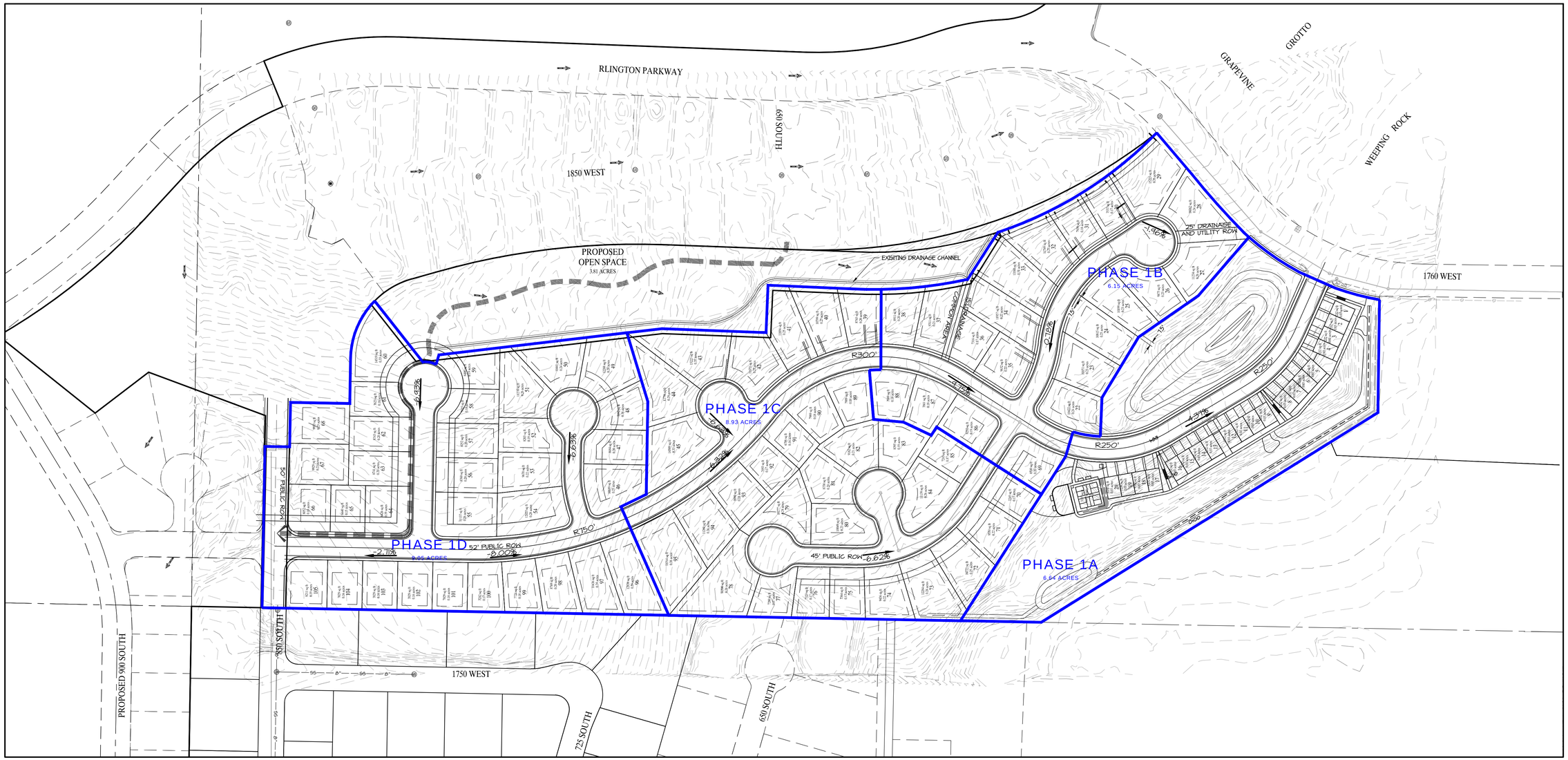
DATE
REVISIONS

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

PRELIMINARY PLAT- COVER SHEET
FOR
BLACK RIDGE PHASES 1A-1D
1760 WEST HURRICANE
WASHINGTON COUNTY, UTAH

SHEET



LEGEND

EXISTING	DESCRIPTION	PROPOSED
4213	2' CONTOUR	4213
4210	10' CONTOUR	4210
	TOP BACK CURB	
	FLOWLINE CURB	
W 8"	WATER LINE (8" DIA.)	W 8"
SS 8"	SEWER LINE (8" DIA.)	SS 8"
>> >>	DITCH FLOWLINE/DRAINAGE SWALE	
	PROPERTY LINE	
	R.O.W./EASEMENT LINE	
	RETAINING WALL	
	TRAIL	

EXISTING	DESCRIPTION	PROPOSED
	FIRE HYDRANT	
S	SEWER MANHOLE	SS
	SEWER CLEAN OUT	C/O
	WATER VALVE	
W	WATER METER	W
	SURFACE FLOW DIRECTION	
	STORM DRAIN CURB INLET	
D	STORM DRAIN MANHOLE	SD

PLANNED DEVELOPMENT OVERLAY ZONE

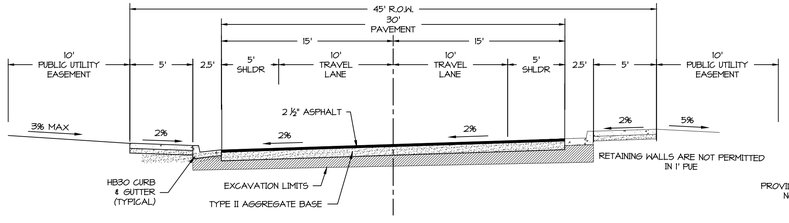
SETBACKS

FRONT: FROM DWELLING:	19' FROM TBC
FROM GARAGE:	20' FROM BW
REAR:	20'
SIDE:	5'
STREETSIDE:	10'

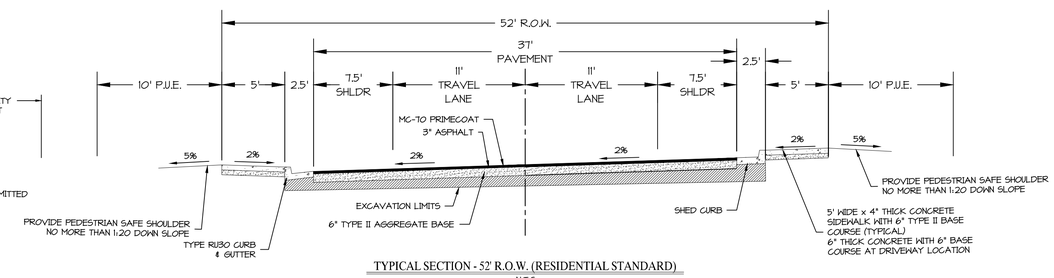
0 100' 200'
SCALE: 1"=100'

DRAINAGE NOTES

ALL LOT ROOF DRAINS AND SURFACE DRAINAGE TO BE DIRECTED TO THE FRONT OF LOTS AND PROPOSED STREET IMPROVEMENTS.



TYPICAL SECTION - 45' R.O.W. - RESIDENTIAL LOCAL
N.T.S.



TYPICAL SECTION - 52' R.O.W. (RESIDENTIAL STANDARD)
N.T.S.

DATE:	30-11-23
JOB NO.:	12835-21
DESIGNED BY:	JTT
CHECKED BY:	RAR
DWG:	CONT DWG

REVISIONS
DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
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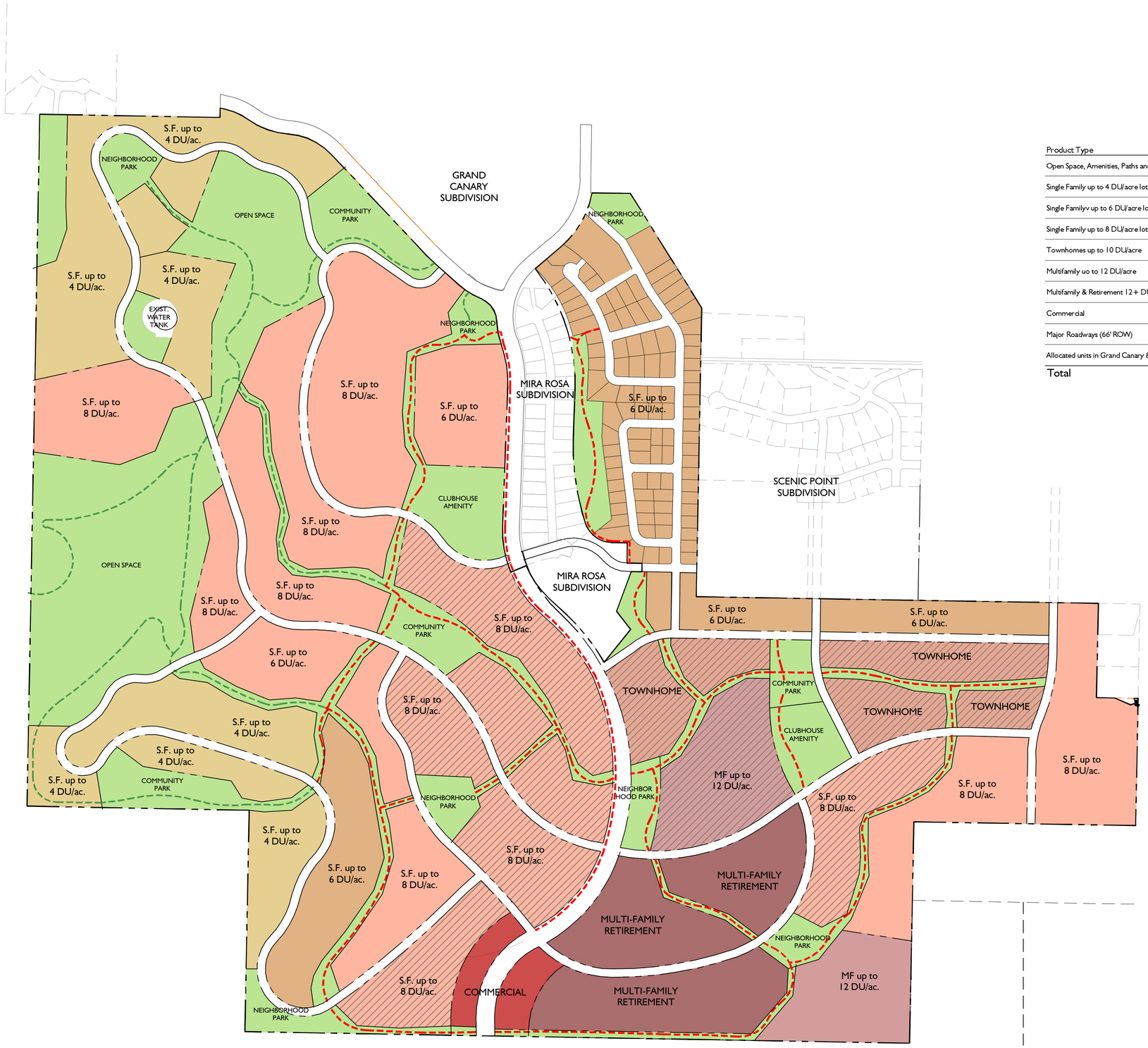
PRELIMINARY PLAT
FOR
BLACK RIDGE PHASES 1A-1D
1760 WEST HURRICANE
WASHINGTON COUNTY, UTAH

SHEET



Product Type	Units	Acreage	%
Open Space, Amenities, Paths and Parks		100	19.7%
Single Family up to 4 DU/acre lots	120	55	10.8%
Single Familyv up to 6 DU/acre lots	120	48	9.5%
Single Family up to 8 DU/acre lots	780	208	41.0%
Townhomes up to 10 DU/acre	149	20	3.9%
Multifamily uo to 12 DU/acre	200	20	3.9%
Multifamily & Retirement 12+ DU/acre	400	40	7.9%
Commercial		5	1.0%
Major Roadways (66' ROW)		11	2.2%
Allocated units in Grand Canary & Mira Rosa	117		
Total	1886	507	100.0%

PARCEL TYPE

- OPEN SPACE, AMENITIES, TRAILS AND PARKS
- SINGLE FAMILY - up to 4 DU/acre lots
- SINGLE FAMILY - up to 6 DU/acre lots
- SINGLE FAMILY - up to 8 DU/acre lots
- TOWNHOME - up to 10/DU/acre
- MULTIFAMILY - up to 12 DU/acre
- MULTIFAMILY & RETIREMENT - 12+ DU/acre
- COMMERCIAL
- 24/7 OVERNIGHT RENTAL OVERLAY (Maximum 247 Units)
- TRAIL - 10' ASPHALT
- TRAIL - PRIMITIVE

A LAND USE PLAN
SCALE: 1"=300'-0" NORTH

STB DESIGN
LANDSCAPE ARCHITECTURE & LAND PLANNING
1375 E. PERRYS HOLLOW ROAD
SALT LAKE CITY, UTAH 84103
PH/TXT/MO 801.554.6146
SCOTT@STBDESIGNLLC.COM

ISSUE DESCRIP.	DATE
	5.19.2022

This drawing, as an instrument of professional service, and shall not be used, in whole or part, for any other project without the written permission of SCOTT THOMAS BLAKE DESIGN L.L.C. Copyright © 2022

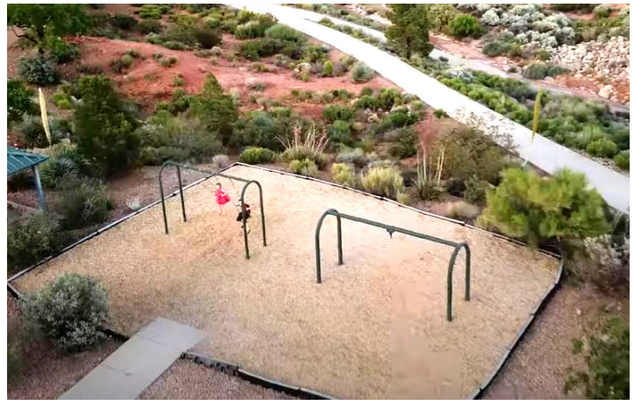
BLACK RIDGE
HURRICANE, UTAH

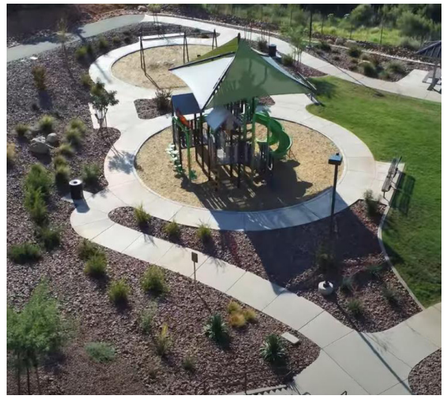
LAND USE

101

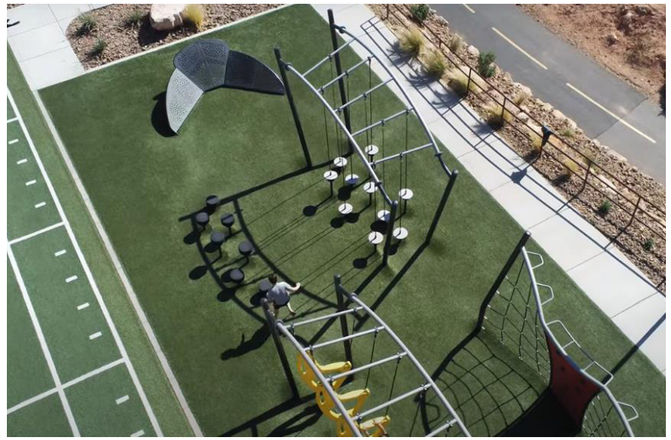
NEIGHBORHOOD PARK VISION BOARD

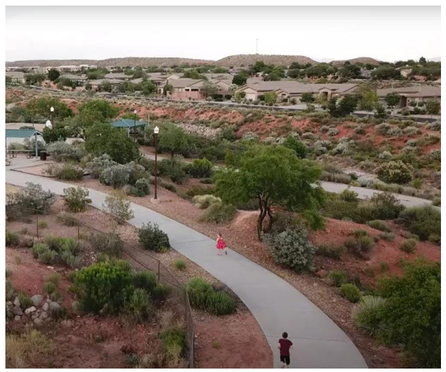
SHELTERS & SHADE STRUCTURE





SMALLER PLAYGROUND FEATURES





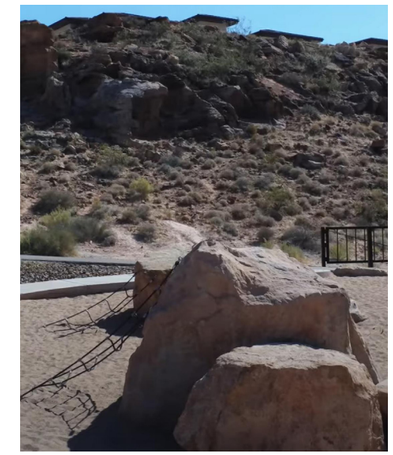
HAMMOCK GROVE

*Images are examples of site elements intended for the neighborhood parks.

COMMUNITY PARK VISION BOARD

BIKE FEATURES

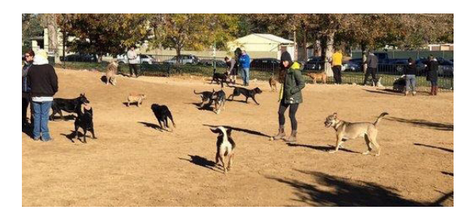
LARGER PLAYGROUND FEATURES



NATURE / BOULDER PLAY

LARGE PAVILION

PLAYGROUND & ACTIVE RECREATION AMENITIES



DOG PARK

*Images are examples of site elements intended for the community parks.

TRAILS VISION BOARD

SINGLE-TRACK MULTI-USE TRAIL

10’ WIDE MULTI-USE ASPHALT TRAIL

6’ MULTI-USE TRAIL

*Images are examples of trails intended for use throughout the community.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**01/18/2024**
Application Number:	PP23-31
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Wasatch Commercial Development
Agent:	Rob Reid
Request:	Approval of a Preliminary Plat
Location:	1760 W and Weeping Rock Rd
Zoning:	R1-10 PDO
General Plan Map:	Planned Community

Discussion:
This application is to renew an expired plat that was previously approved in August of 2022. Preliminary plat approvals are only valid for one year unless an extension is requested and approved. This application is consistent with the previous approved application for Phase 1 of Black Ridge, a 104 unit subdivision with 84 single family units and 20 townhomes, which is part of the Black Ridge Master Planned Community formerly known as Colina Tinta. The Planning Commission heard this item on January 11, 2024 and unanimously recommended that the preliminary plat be approved subject to staff and JUC comments, including maintaining the location of the neighborhood park.

Approved Preliminary Site Plan

Approximate location of the proposed development

JUC Comments

1. All JUC members, with the exception of Planning Department and Public Works Department, have signed the construction drawings for this plat.

Staff Comments: Preliminary Plat

1. The approved site plan has this area labeled as "Single Family up to 6 DU/Ac". The proposal is for around 3 units an acre with a variety of lot sizes from around 7,000 sq. ft. to almost 16,000 sq. ft. The main concern is that the applicant is seeking 20 townhomes within this area. The development agreement does allow some flexibility in placement for certain housing types within different areas based on the density transfer requirements listed below. Staff is not concerned about a change in the local street alignment.
2. Density Transfer: The Development Agreement has the following standards about transferring of density. Each of the following sections are cited directly from the development agreement.
    a. *1.6 "Density Transfer" means the ability of Developer to transfer densities from areas within the Project to other areas within the Project Including Transferring Such densities from one type of use to another type of use, for example, and not by way of limitation, transferring density from Multi-Family Uses to Single-Family Uses as provided in Paragraph 2.4.5 of this Agreement.*
    b. *2.4.2 Residential Density. The total residential density permitted within the Project shall not exceed one thousand eight hundred eighty-six(1,886)residential dwelling units. As shown on the Preliminary Site Plan, residential units are dispersed throughout the Project at varying densities,which may be modified by Density Transfersas provided in Paragraph 2.[4].5 of this Agreement. A Development Phasing Table for the Project is attached hereto as Exhibit"F". The final density identified for each Development Phase is not yet specifically authorized by this Agreement and the Parties acknowledge that the density allowed in each Development Phase will be determined upon review and approval of a Site Plan for each such Development Phase.*
    c. *2.4.5 Density Transfers. Developer's transfer of density units from one Development Phase or more to others within the Project shall be approved provided that (a) the total density does not exceed the density authorized for the Project; (b) the proposed transfer does not assign any density to park or open spaces shown on the Preliminary Site Plan; (c) any compatibility standards for uses on adjoining parcels as set forth in City Land Use Ordinance are satisfied; (d) in the event the property from which density units are transferred is not owned by the owner of the property to which the density units transferred, the owner of the property from which units are transferred consent in writing to such transfer; (e) in the event either parcel is jointly owned, the Density Transfer is determined on a pro-rata basis unless mutually agreed otherwise between the owners of the applicable parcels; and (f) infrastructure is sufficient and available to meet the demands created by such transfer,as reasonably determined by City. Density transfers shall be initiated by notice to City from Developer which describes the Development Phase from which density is to be transferred, describe the Development Phase to which density is to be transferred and summarizes the impact of such transfer on infrastructure improvements. The Density Transfer shall be considered approved and complete when modification subdivision application submitted by Developer, including the extension or expansion of required infrastructure improvements, is approved by City.*

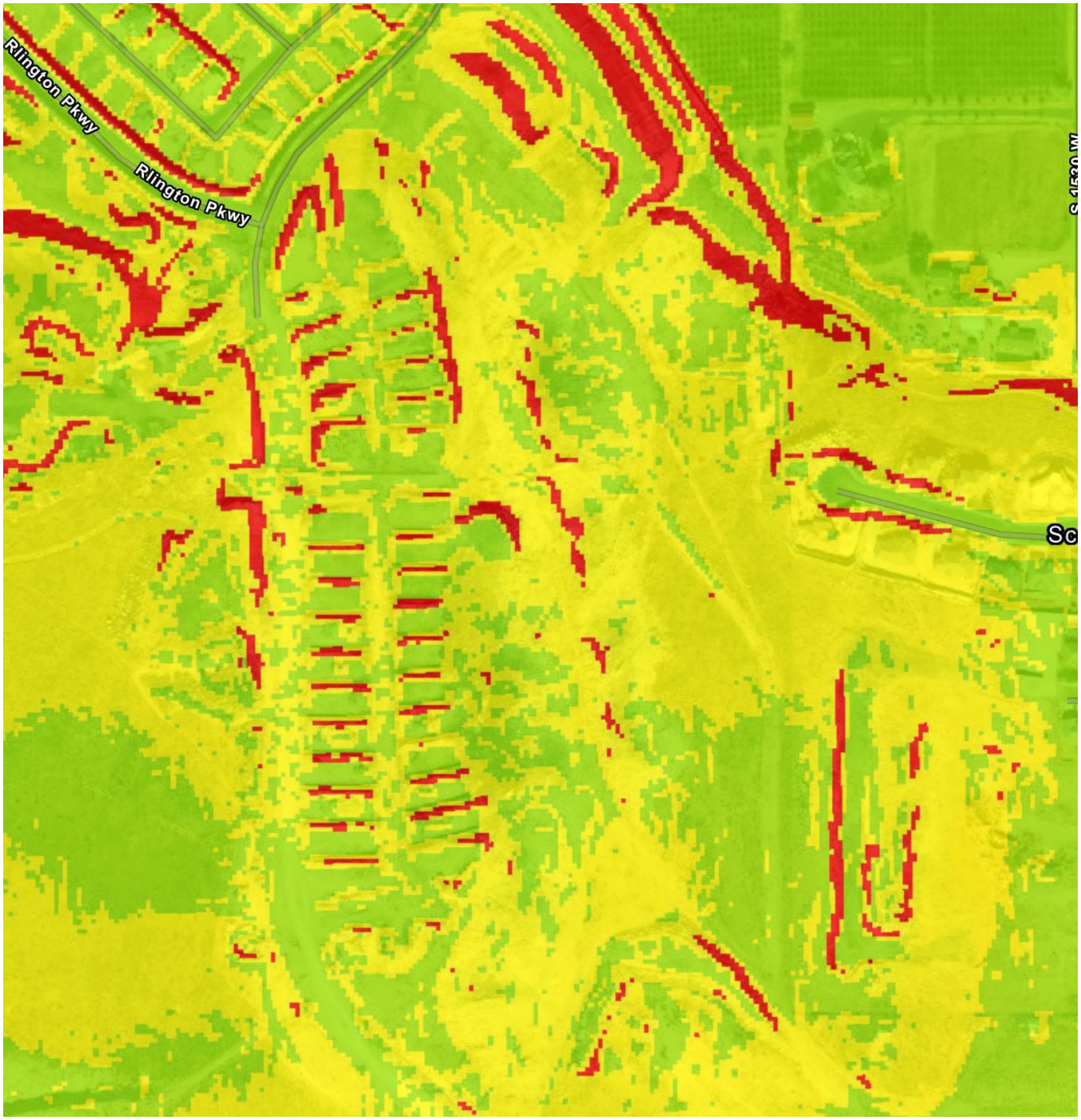
According to the agreement, the applicant can propose multi-family units within single family areas, but needs to follow the steps listed in 2.4.5. The applicant has provided a letter, attached, stating the units are being transferred from 1760 W on the north end of the project. One of the main concerns is transferring density to an area shown as a neighborhood park in the site plan. Park/open space locations can change, although the applicant seeking a density transfer to a location shown as open is the primary issue, but the applicant has committed to keeping the neighborhood park within the first phase as shown on the preliminary site plan; the park will be required to be shown on the final site plan.

3. Open Space

    a. They are proposing some open space between this phase and the Ridge at Zion Vista but most of that is hillside and is not proposing any access to that open space. There is a trail shown on their updated site plan that will need to be built as a 10' asphalt trail and a connection to that open space. Staff would recommend that the trail connect through to the Ridge at Zion Vista in the provided open space.

    b. The site plan has a natural open space shown along the west and then a neighborhood park on the north section (Phase 1A). The applicant has shown some areas as Common Area. According to the approval, the applicant provided some concept material for park spaces, and this area should be developed to meet those standards.

4. A will-serve letter from the culinary water providers has been provided. Staff has received a will serve letter from Ash Creek Special Service District.



5. **Sensitive Lands:** A sensitive lands application was not provided. A geotech report from 2006 was provided. The topographic map provided, as well as the county's contour maps, indicate that a sensitive lands application would probably be required however the development agreement for this project states that:

2.2.2 Sensitive Lands Ordinance. Pursuant to Section 10-24-3G1 of the Sensitive Lands Ordinance and Recitals J,K, and L set forth above, the Project Shall Not be subject to the Sensitive Lands Ordinance but shall incorporate the alternative methods listed below to protect sensitive lands. The specific application of such methods to any Development Phase, or a particular portion thereof, shall be reasonably determined by the City Engineer; provided, however, that such determination shall not have the effect of negating the rights or duties of the Developer or Owners as provided in this Agreement.

Engineering will have to sign off on all grading and retaining wall heights. Staff would recommend that the principles of the sensitive lands ordinance be generally followed.

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code and approve the item subject to staff and JUC Comments, including maintaining the location of the neighborhood park.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval on a **final site plan for Fairgrounds RV park, a 110 stall RV park** located at Regional Park Road and 700 S. D&G Property Holdings LLC, Applicant. Brandee Walker and Alex Stewart, Agents.

Discussion:
The applicant is seeking a final site plan approval to construct an RV Park with 110 RV stalls as well as an office and laundry/showers building. This property is located between the Washington County Fairgrounds and Quail Creek Industrial Park. The preliminary site plan was approved in April 2022. Final site plans for RV parks are to be approved by City Council. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments and cited conditions.

Findings:

Recommendation:

Attachments:
1. FSP23-65_
2. Lighting_Plan
3. Site_Plan-Single_Page
4. Elevations
5. FSP23-52 Fairgrounds RV park CC staff report

Hurricane City
Application

Application Accepted Date: 12/04/2023

Type of Improvement: Site Plan (Final)

Description:

Tenant / Project Name: Fairgrounds RV Park

Bldg. Address: Regional Park Road

City: Hurricane City State: UT Zip: 84780

Subdivision: Quail Creek Industrial Park Phase: 4

Block: Lot #: Parcel #: H-QCIP-3-16-A-1-B

Zone: HC

Property Owner: Douglas Dennett

Permit Contact: Brandee Walker P:(435) 668-4023

Email: bwalker@civilscience.com

CONTACT INFORMATION

Engineer of Record: Alex Stewart

Email: astewart@civilscience.com P: (801) 503-1570

General Contractor: D & G Property Holdings LLC

License #: P: (435) 703-3684

Address: 1413 Sandhill Dr.

City: Washington State: Utah Zip: 84780

Email: dennettconstruction@gmail.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	250.00
Sub Total:	**$**	**250.00**
Permit Total:	**$**	**250.00**
Amount Paid:	**$**	**250.00**
Remaining Due:	**$**	**0.00**

APPROVALS		DATE	INFO
Plan Review Finalized:	Yes	12/28/23	Brienna Spencer

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDFSP23-65

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Alex Stewart

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Brienna Spencer 12/28/2023

Application Issued By: Date:

Receipt #: 8.174707-12/04/23

DRAFT

Lighting Plan will be provided at time of building permit submittal.

FAIRGROUNDS RV PARK

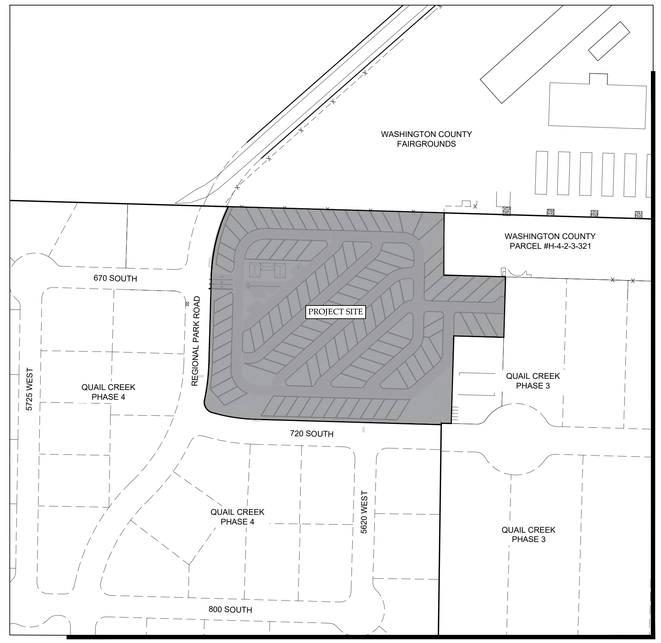
CONSTRUCTION DRAWINGS

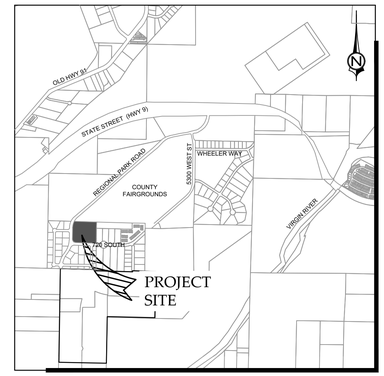
671 SOUTH REGIONAL PARK ROAD

LOCATED IN HURRICANE, UTAH

SECTION 3, TOWNSHIP 42 SOUTH, RANGE 14 WEST

SHEET NO.	SHEET NAME
C1	COVER SHEET
C2	SITE & SIGNAGE PLAN
C3	EROSION & DUST CONTROL PLAN
C4	GRADING & DRAINAGE PLAN
C5	PLAN & PROFILE - DRIVE A
C6	PLAN & PROFILE - DRIVE B
C7	PLAN & PROFILE - DRIVE C
C8	PLAN & PROFILE - DRIVE D
C9	PLAN & PROFILE - DRIVE E
C10	PLAN & PROFILE - DRIVE F
C11	PLAN & PROFILE - 670 SOUTH & DRIVE G
C12	PLAN & PROFILE - DRIVE H
C13	PLAN & PROFILE - DRIVE I
C14	UTILITY PLAN - SOUTH PORTION
C15	UTILITY PLAN - NORTH PORTION
C16	POWER PLAN
C17	DETAIL SHEET 1
C18	DETAIL SHEET 2
C19	DETAIL SHEET 3
C20	DETAIL SHEET 4
C21	DETAIL SHEET 5
C22	LANDSCAPE PLAN
C23	LANDSCAPE DETAILS





VICINITY MAP
(N.T.S.)

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK IN ANY ZONE.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH CITY STANDARD SPECIFICATIONS & ASH CREEK SPECIAL SERVICE DISTRICT CONSTRUCTION STANDARD.
3. PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT AND GRADING PERMIT NUMBER.
4. PROJECTS SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
5. A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICE INSPECTORS.
6. FOLLOW APPENDIX 'J' STANDARDS FOUND IN THE IBC.
7. ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.

DUST CONTROL

THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES

EARTH MOVING ACTIVITIES

1. APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTHMOVING ACTIVITIES.
2. PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION.
3. APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
4. OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.

DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:

1. WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
2. INSTALL FENCE BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.

APPROVALS

	DATE
PUBLIC WORKS	11/20/2023
CITY ENGINEERING	8/17/23
PLANNING & ZONING	8/23/23
PARKS & RECREATION	8/23/23
STREETS DEPARTMENT	8-23-23
WATER DEPARTMENT	8-23-23
GIS	8/23/23

UTILITIES

	DATE
POWER	Per changes on C-16 8-23-23
PHONE	8/23/23
GAS	11-29-23
	8/30/23
HURRICANE VALLEY FIRE DISTRICT	11-29-23
WASHINGTON COUNTY WATER CONS DISTRICT	11-29-23
ASH CREEK SPECIAL SERVICE DISTRICT	8/30/23

✱ Quail Creek Industrial Park Phase 3 Final Plat amendment must be completed before final inspection.

CivilScience
Engineers / Surveyors / Solutions
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

CONTACT
D & G PROPERTY HOLDING LLC
1413 SANDHILL DR
WASHINGTON, UT 84780
DENNETTCONSTRUCTION@GMAIL.COM

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Engineers / Surveyors / Solutions
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435.986.0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR.	DATE

REVISION

CONSTRUCTION DRAWINGS

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	N/A
VER SCALE:	N/A
SHEET	C1

NOV 2 9 2023

PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291.MP.DWG

CONSTRUCTION KEY NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. 24" MODIFIED CURB & GUTTER (SEE DETAIL SHEET 1)
2. DUMPSTER (SEE DETAIL SHEET 1)
3. 4' CROSS GUTTER (SEE DETAIL SHEET 1)
4. 8' WATERWAY (PER CITY STD. #CG-101)
5. THICKENED EDGE SIDEWALK (SEE DETAIL SHEET 1)
6. 5' CONCRETE SIDEWALK (PER CITY STD. #CC-105)
7. CORNER PEDESTRIAN RAMP (PER CITY STD. #PED-100)
8. ADA ACCESSIBLE STALL (SEE DETAIL SHEET 2)
9. 6" TYPE 'A' CURBING (SEE DETAIL SHEET)
10. 6' TALL SOLID BLOCK WALL (DEVELOPER TO PROVIDE DETAILS)
11. 12' ASPHALT TRAIL (PER CITY STD.)

SITE INFORMATION

UNITS = 110 TOTAL STALLS
PARKING = 12 STALL PROVIDED
AREA = 9.59± ACRES
AVERAGE PAD AREA = 2,056 SQFT
ZONING = HC

LEGEND

- SIGN PER PLAN
- PROPERTY LINE
- PUBLIC UTILITY EASEMENT
- PROPOSED STALL LINES
- EXISTING LOT LINES
- PROPOSED 6' TALL SOLID BLOCK WALL
- PROPOSED CURB & GUTTER
- EXISTING / FUTURE CURB & GUTTER
- ADA ROUTE
- ASPHALT AREA 3" ASPHALT / 8" UNTREATED ROAD BASE
- CONCRETE AREA
- COMPACTED ROAD BASE

0 15 30 60

SCALE: 1" = 30'

(SCALE ONLY VALID FOR 24" x 36" PAPER)

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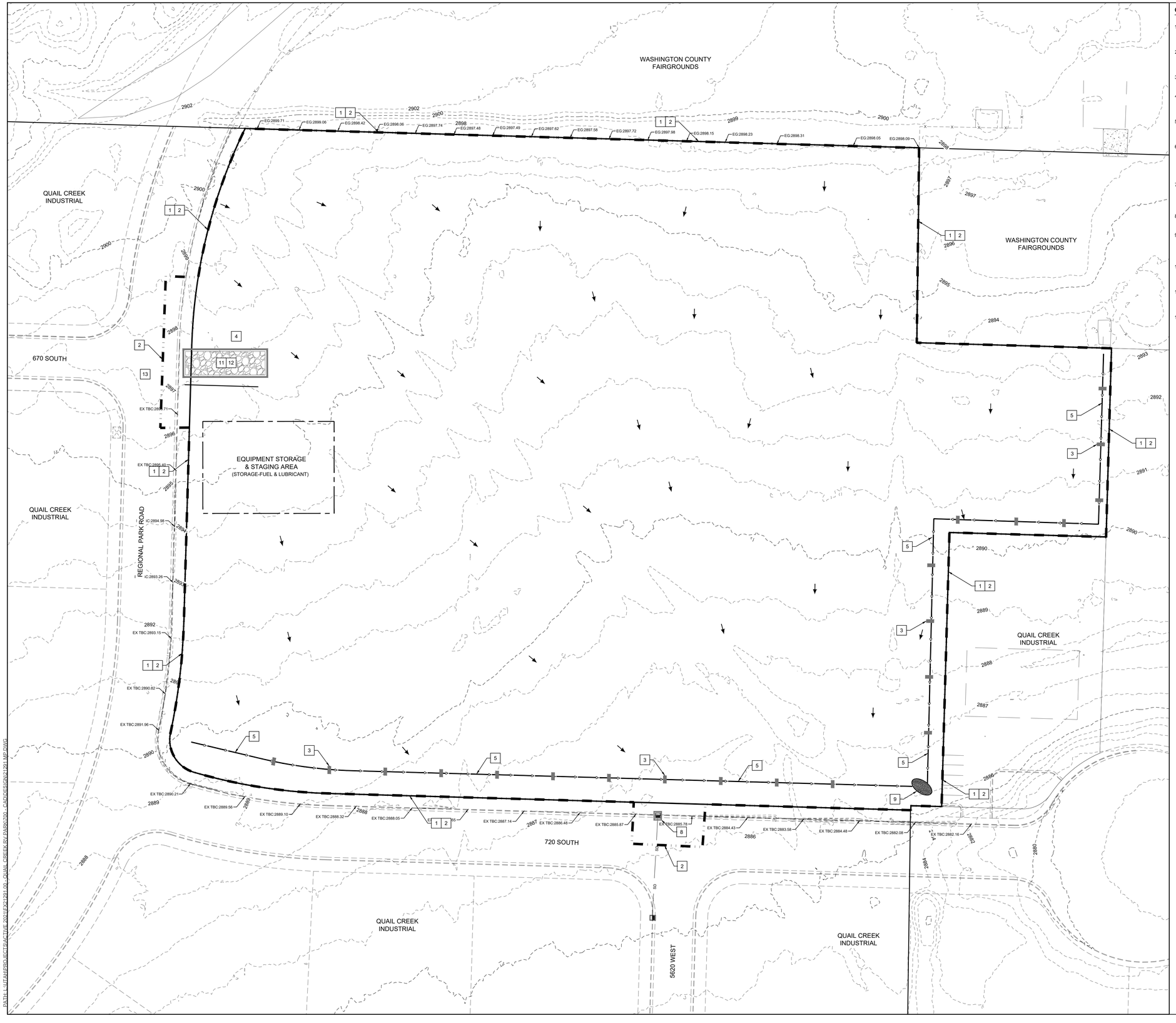
NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

SITE & SIGNAGE PLAN

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	N/A
SHEET	C2

NOV 2 0 2023



CONSTRUCTION NOTES:

1. 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 THE EROSION CONTROL FACILITIES SHOWN.
2. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. ADDITIONAL CONTROL DEVISES MAY BE REQUIRED UPON INSPECTION OF PROPOSED FACILITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREETS CLEAN AND FREE FROM DEBRIS FROM TRAFFIC FROM THE SITE.
4. 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.
5. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED, SEEDED WITH NATIVE VEGETATION, OR LANDSCAPED. REFER TO LANDSCAPE PLANS FOR SEED MIX AND PLANTING SPECIFICATIONS.
6. 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 COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVEMENT AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.
7. 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.
8. 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.
9. 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.
10. 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 SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE. 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. ALL UTILITY LINES SHALL BE CLEANED OF DIRT AND DEBRIS PRIOR TO BEING PUT INTO SERVICE DOWN-GRADE LINES MUST BE PROTECTED FROM WASH-WATER DURING THE CLEANING TO AVOID CONTAMINATION AND COMPROMISING OUTFALL CLEANLINESS.

CONSTRUCTION KEYNOTES

1	PROPERTY BOUNDARY
2	LIMITS OF CONSTRUCTION
3	CHECK DAM (SEE DETAIL SHEET 1)
4	CONCRETE WASHOUT (SEE DETAIL SHEET 1)
5	EARTH DIKES AND DRAINAGE SWALES (SEE DETAIL SHEET 1)
6	SILT FENCE (APWA #122)
7	RIP-RAP
8	STORM DRAIN INLET PROTECTION (APWA #124)
9	SEDIMENT BASIN
10	SEDIMENT TRAP
11	ENTRANCE / OUTLET TIRE WASH
12	TEMPORARY CONSTRUCTION ENTRANCE (SEE DETAIL SHEET 1)
13	STREET SWEEPING AND VACUUMING

CONSTRUCTION KEYNOTES

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROJECT BOUNDARY
- LIMITS OF CONSTRUCTION
- EARTH DIKES AND DRAINAGE SWALES (BERM TO RETAIN 1.5' OF WATER)
- CHECK DAM
- FLOW DIRECTION
- STORM DRAIN INLET PROTECTION
- TEMP. CONSTRUCTION EXIT

N

0 40
20 80
SCALE: 1" = 30'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

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(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

EROSION & DUST CONTROL PLAN

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	N/A
SHEET	C3

NOV 2 2023

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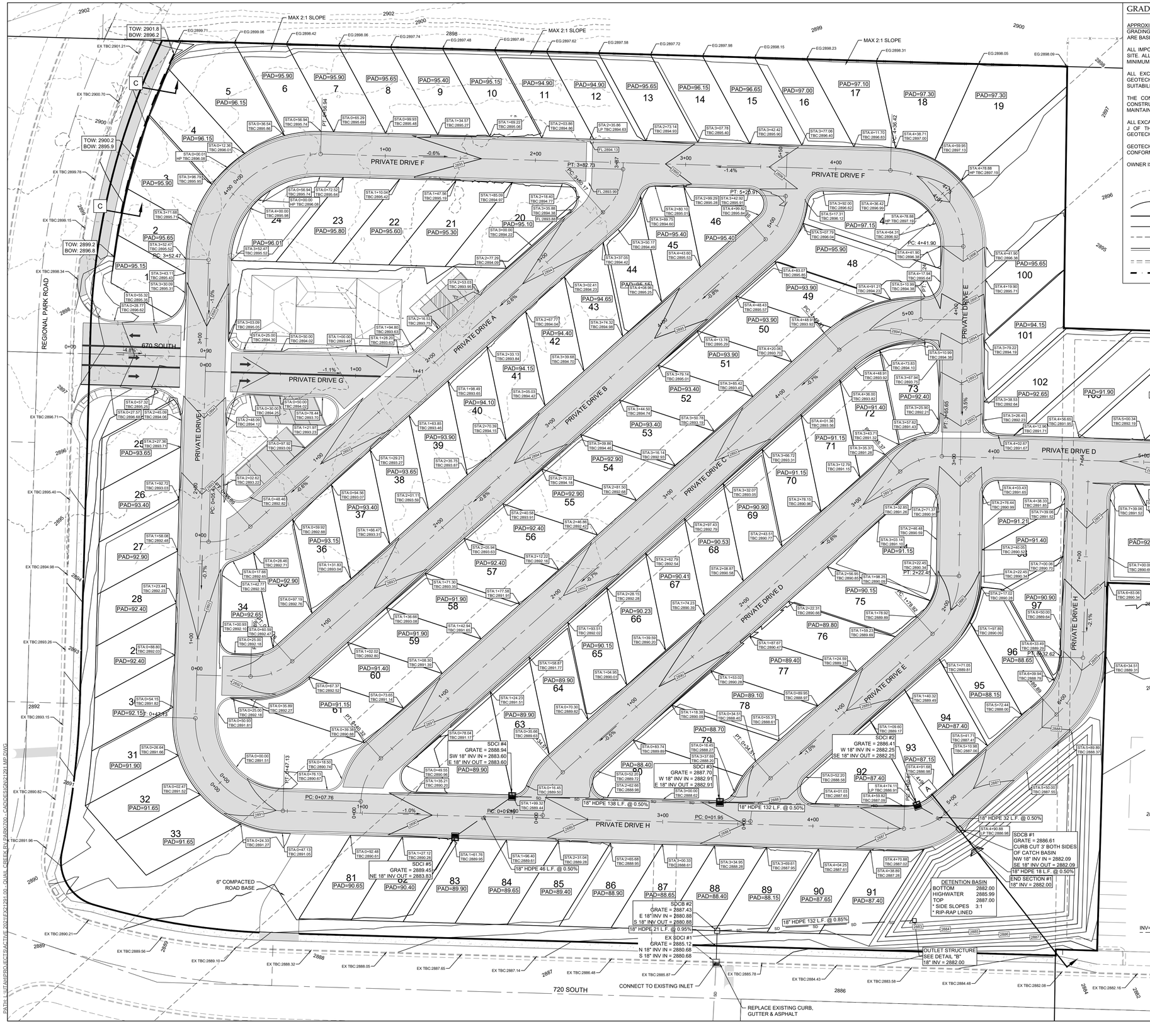


GRADING NOTES

APPROXIMATELY 7,631 CU.YD. OF CUT 7,321 CU.YD. OF FILL AND 310 CU.YD. OF EXPORT MATERIAL IS REQUIRED (FOR GRADING PERMIT ONLY) THE CONTRACTOR SHOULD VERIFY THE QUANTITIES FOR COMPLETION OF WORK. QUANTITIES ARE BASED ON FINISH GRADE OF ROADS & PADS.

ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL IMPORTED STRUCTURAL FILL SHALL BE PLACED IN 8-INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).

ALL EXCAVATION, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUB-SOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.

THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.

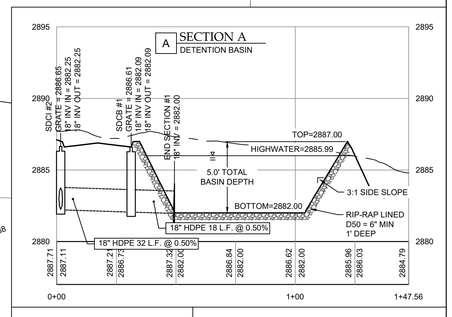
ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF HURRICANE CITY AND APPENDIX J OF THE INTERNATIONAL BUILDING CODE, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY.

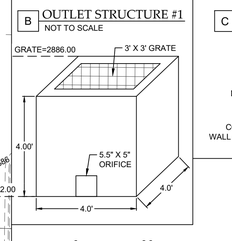
GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFIRM WORK HAS BEEN PERFORMED IN CONFORMANCE WITH THEIR RECOMMENDATIONS AND A PAD CERTIFICATION IS REQUIRED FOR ALL FILL ON EACH LOT.

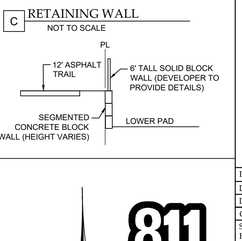
OWNER IS RESPONSIBLE FOR ALL ON-SITE DRAINAGE AND DETENTION.

LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPERTY BOUNDRY
- PROPOSED LOT LINES
- EXISTING LOT LINES
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- RETAINING WALL (SEE DETAIL THIS SHEET)
- -x.x% — DRAINAGE FLOW DIRECTION
- PAD= 00.00 — FINISH PAD ELEVATION
- LOCATION ELEVATION — SPOT ELEVATION
- TOW:ELEVATION BOW:ELEVATION — TOP OF WALL BOTTOM OF WALL







0 15 30 60

SCALE: 1" = 30'

(SCALE ONLY VALID FOR 24" x 36" PAPER)

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PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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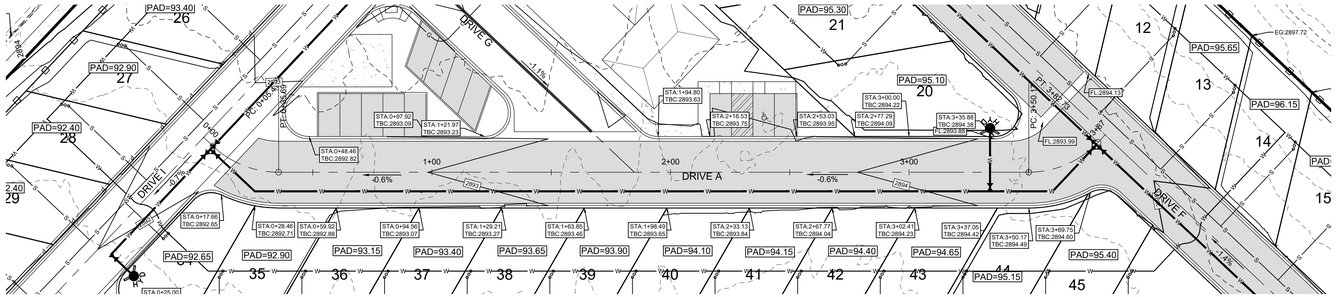
NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

GRADING & DRAINAGE PLAN

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

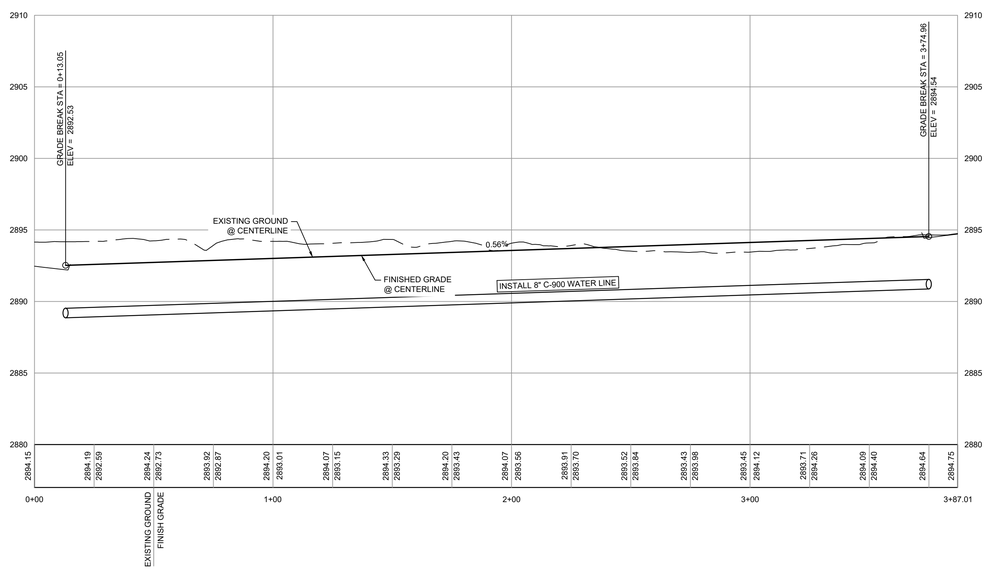
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	N/A
SHEET	C4

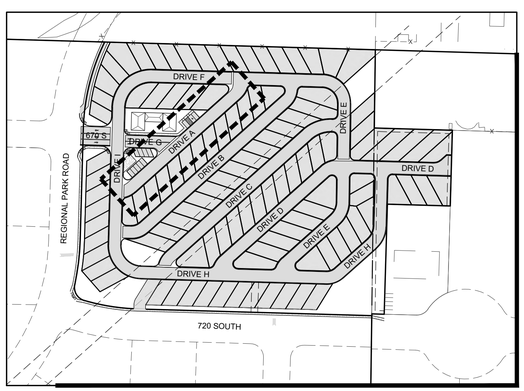
NOV 2 2023



DRIVE A

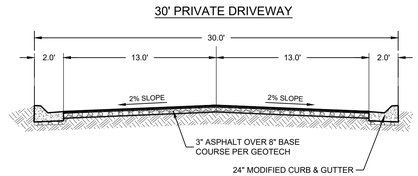
30' PRIVATE STREET





KEY MAP

30' PRIVATE DRIVEWAY



LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPOSED RV PAD LINE
- EXISTING LOT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- DRAINAGE FLOW DIRECTION
- SPOT ELEVATION
- STORM DRAIN CURB INLET
- SEWER MANHOLE
- PROPOSED WATER
- EXISTING WATER
- PROPOSED SEWER
- EXISTING SEWER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- IRRIGATION VALVE
- EXISTING IRRIGATION VALVE

SCALE: 1" = 30'

(SCALE ONLY VALID FOR 24" x 36" PAPER)

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Engineers / Surveyors / Solutions
14453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

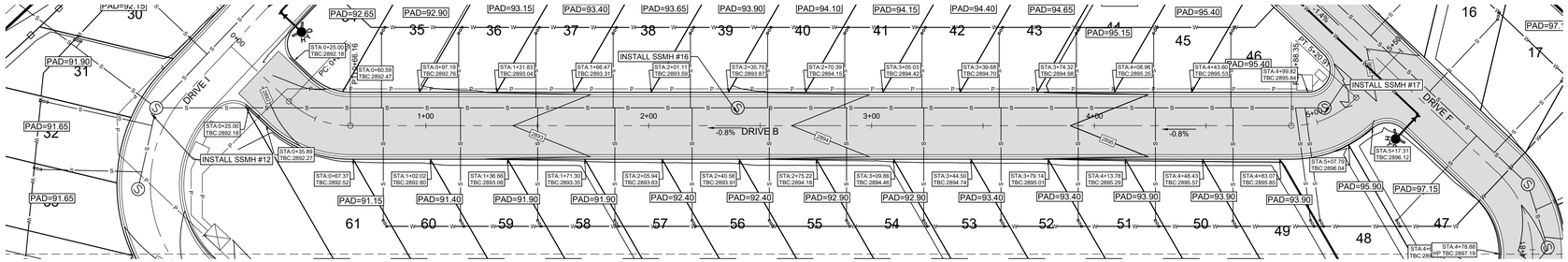
PLAN & PROFILE - DRIVE A

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

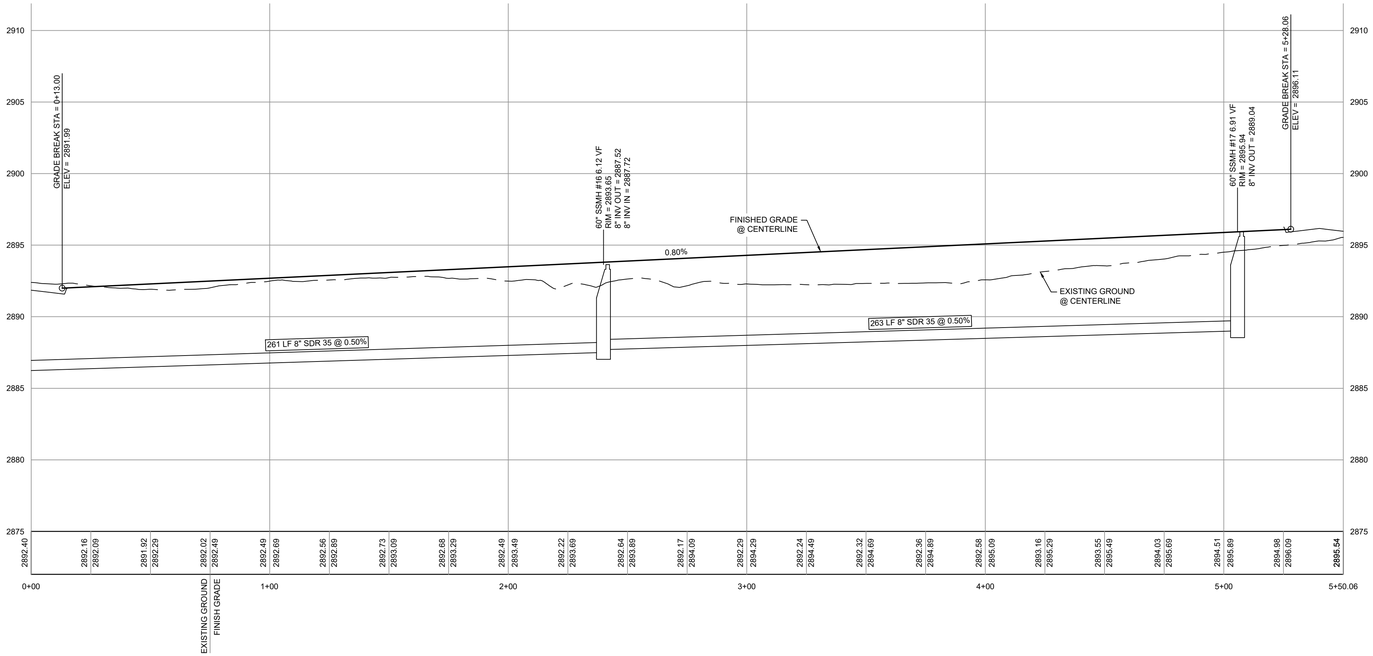
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'
SHEET	C5

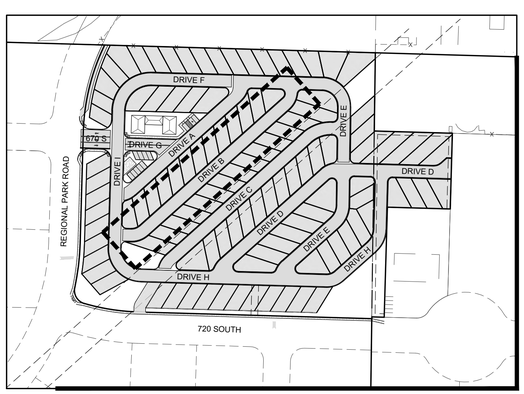
PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291.MP.DWG

NOV 2 2 2023



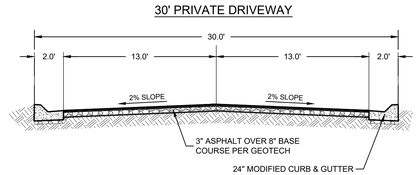
DRIVE B
30' PRIVATE STREET





KEY MAP

30' PRIVATE DRIVEWAY



LEGEND

EXISTING GROUND CONTOUR	PROPOSED WATER
FINISH GRADE CONTOUR	EXISTING WATER
PROPOSED RV PAD LINE	PROPOSED SEWER
EXISTING LOT LINE	EXISTING SEWER
PROPOSED CURB & GUTTER	PROPOSED STORM DRAIN
EXISTING CURB & GUTTER	EXISTING STORM DRAIN
DRAINAGE FLOW DIRECTION	FIRE HYDRANT
SPOT ELEVATION	PROPOSED WATER VALVE
STORM DRAIN CURB INLET	EXISTING WATER VALVE
SEWER MANHOLE	IRRIGATION VALVE
	EXISTING IRRIGATION VALVE

0 30
15 60
SCALE: 1" = 30'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

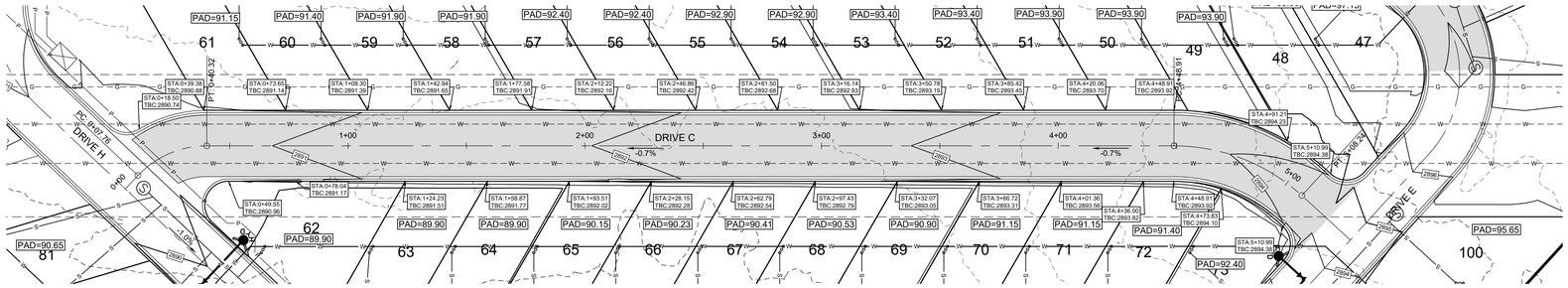
PLAN & PROFILE - DRIVE B

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

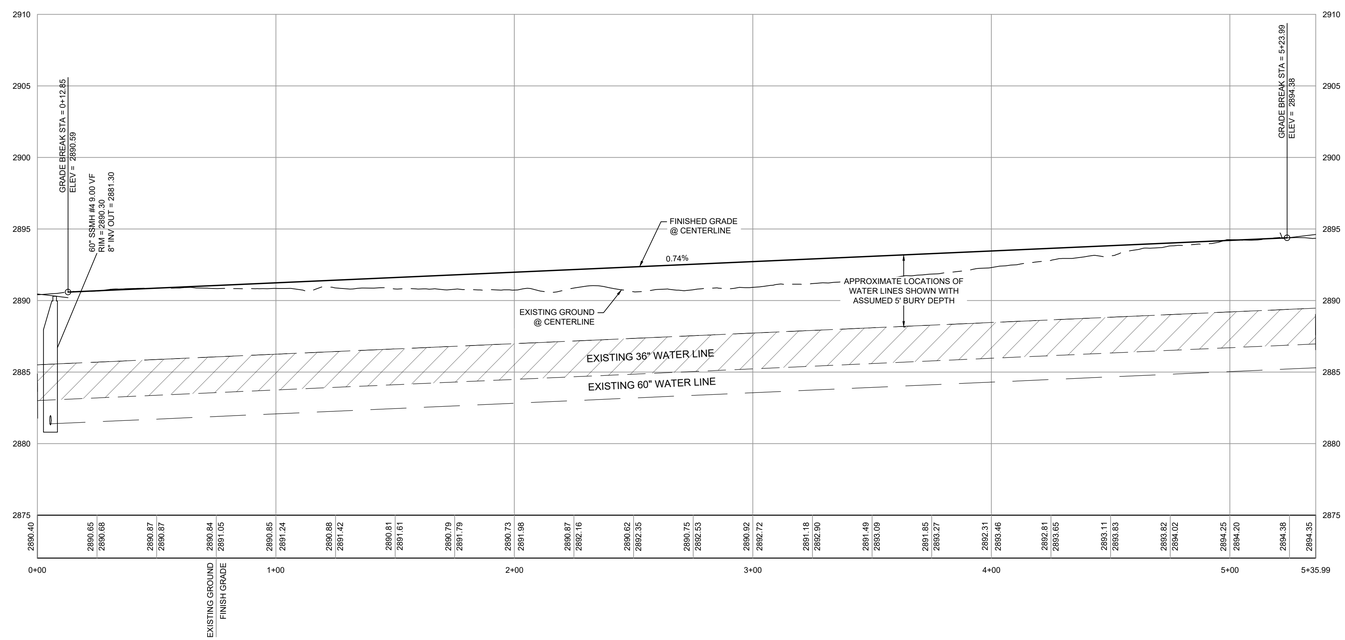
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'
SHEET	C6

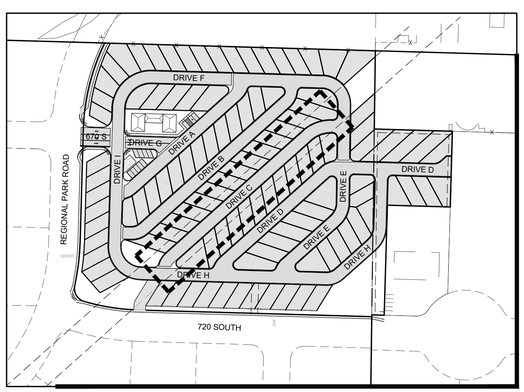
NOV 2 9 2023

PATH: L:\UTAH\PROJECTS\ACTIVE-2021\FX21291-00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG



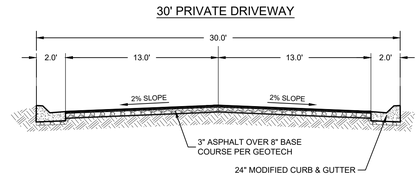
DRIVE C
30' PRIVATE STREET





KEY MAP

30' PRIVATE DRIVEWAY



LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPOSED RV PAD LINE
- EXISTING LOT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- DRAINAGE FLOW DIRECTION
- SPOT ELEVATION
- STORM DRAIN CURB INLET
- SEWER MANHOLE
- PROPOSED WATER
- EXISTING WATER
- PROPOSED SEWER
- EXISTING SEWER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- IRRIGATION VALVE
- EXISTING IRRIGATION VALVE

0 15 30 60
SCALE: 1" = 30'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

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(8/15/2023)
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	REVISION			

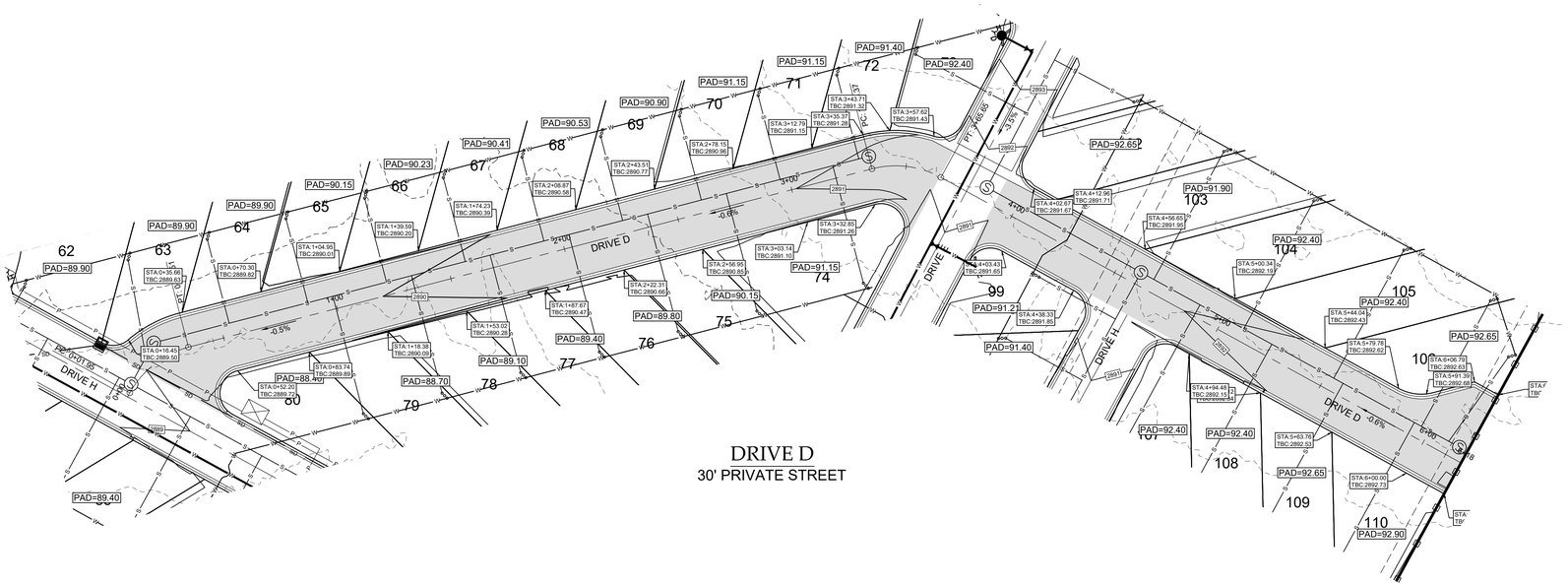
PLAN & PROFILE - DRIVE C

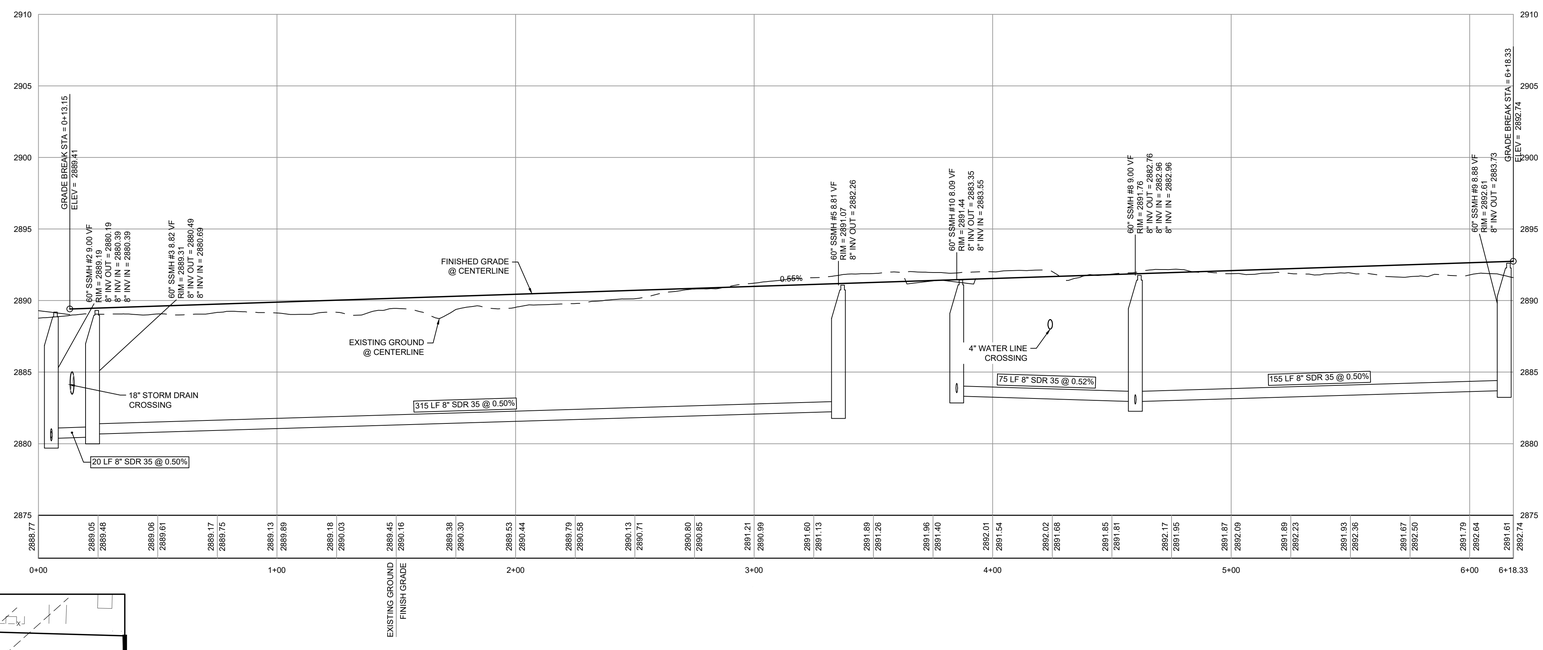
FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

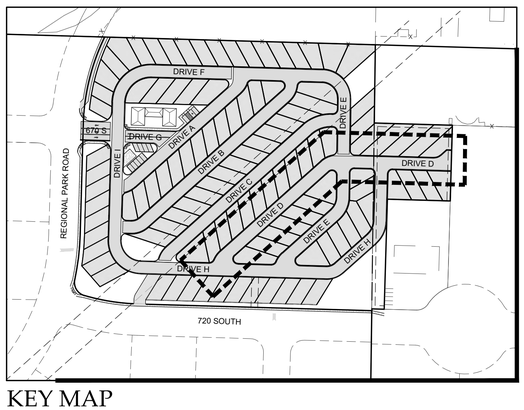
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'
SHEET	C7

NOV 2 9 2023

PATH: \\UTAH\PROJECTS\ACTIVE-2021\FX21291-01-QUAIL CREEK RV PARK\700-CAD\DESIGN\21291 MP.DWG

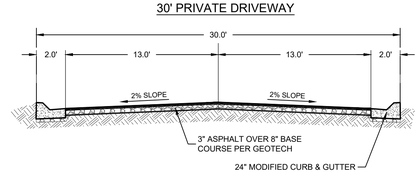






KEY MAP

30' PRIVATE DRIVEWAY



LEGEND

1580	EXISTING GROUND CONTOUR	W	PROPOSED WATER
1580	FINISH GRADE CONTOUR	W	EXISTING WATER
	PROPOSED RV PAD LINE	S	PROPOSED SEWER
	EXISTING LOT LINE	S	EXISTING SEWER
	PROPOSED CURB & GUTTER	SD	PROPOSED STORM DRAIN
	EXISTING CURB & GUTTER	SD	EXISTING STORM DRAIN
-x.x%	DRAINAGE FLOW DIRECTION		FIRE HYDRANT
LOCATION ELEVATION	SPOT ELEVATION		PROPOSED WATER VALVE
	STORM DRAIN CURB INLET		EXISTING WATER VALVE
S	SEWER MANHOLE		IRRIGATION VALVE
			EXISTING IRRIGATION VALVE

0 30
15 60
SCALE: 1" = 30'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

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(8/15/2023)
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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

PLAN & PROFILE - DRIVE D

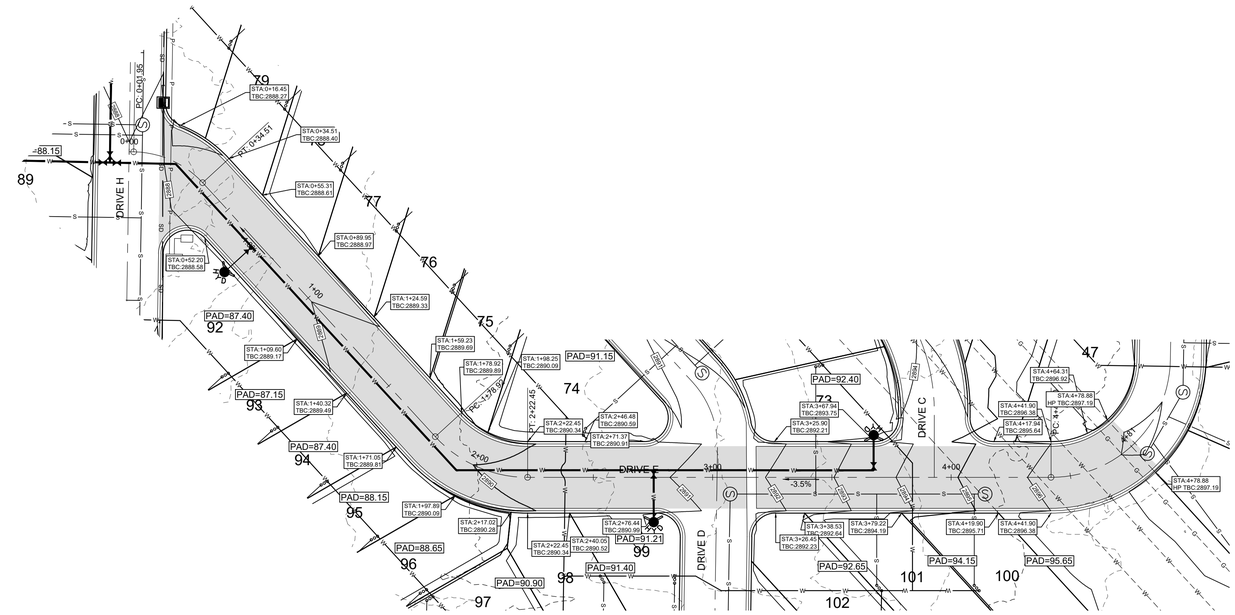
FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'

SHEET
C8

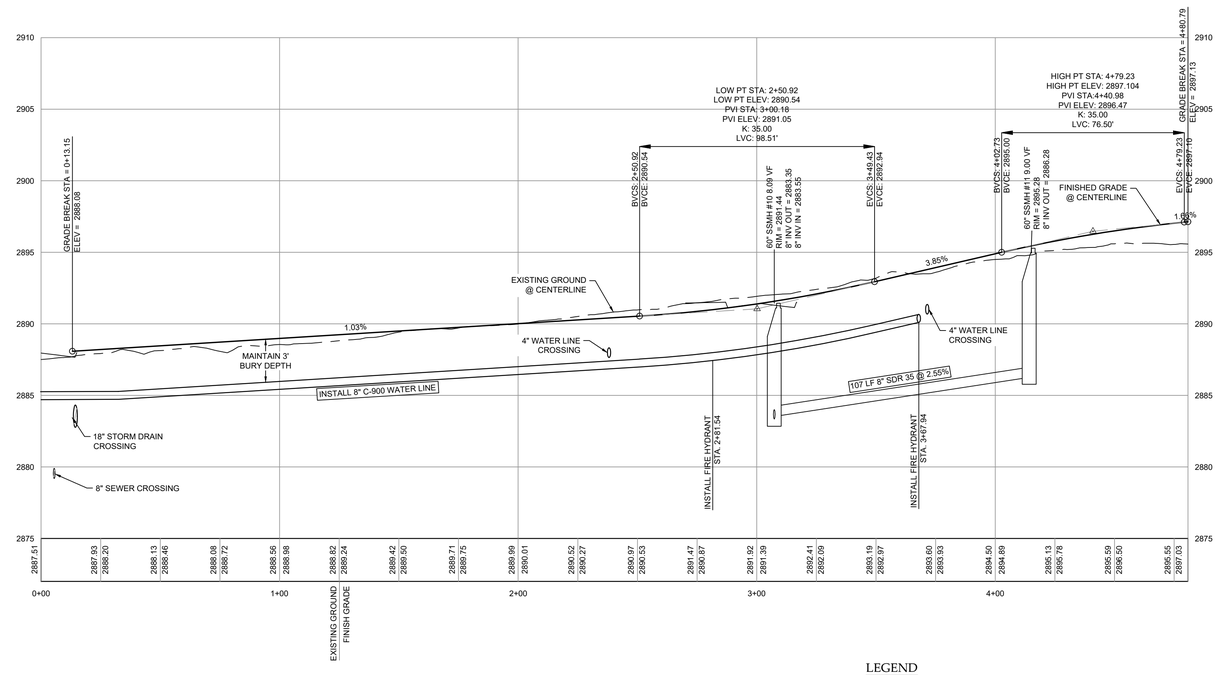
NOV 2 9 2023

PATH: \\UTANEPROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG

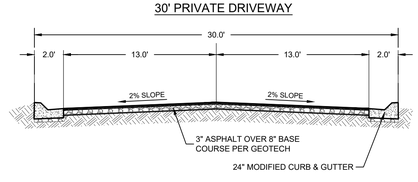


DRIVE E

30' PRIVATE STREET

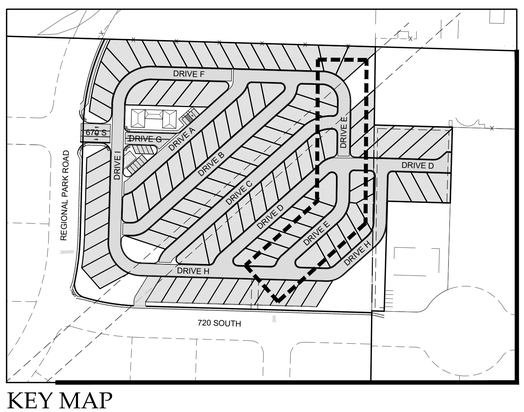


30' PRIVATE DRIVEWAY



LEGEND

EXISTING GROUND CONTOUR	PROPOSED WATER
FINISH GRADE CONTOUR	EXISTING WATER
PROPOSED RV PAD LINE	PROPOSED SEWER
EXISTING LOT LINE	EXISTING SEWER
PROPOSED CURB & GUTTER	PROPOSED STORM DRAIN
EXISTING CURB & GUTTER	EXISTING STORM DRAIN
DRAINAGE FLOW DIRECTION	FIRE HYDRANT
SPOT ELEVATION	PROPOSED WATER VALVE
STORM DRAIN CURB INLET	EXISTING WATER VALVE
SEWER MANHOLE	IRRIGATION VALVE
	EXISTING IRRIGATION VALVE



KEY MAP

SCALE: 1" = 30'

(SCALE ONLY VALID FOR 24" x 36" PAPER)

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

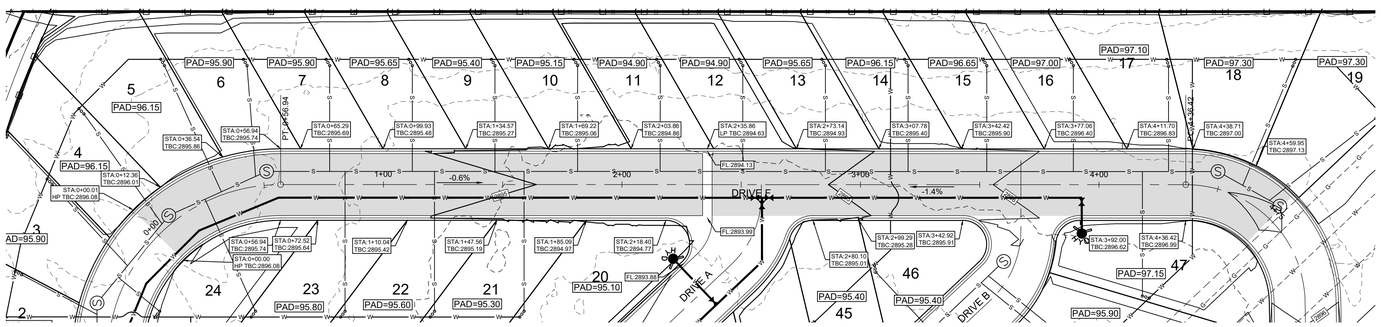
PLAN & PROFILE - DRIVE E

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'
SHEET	C9

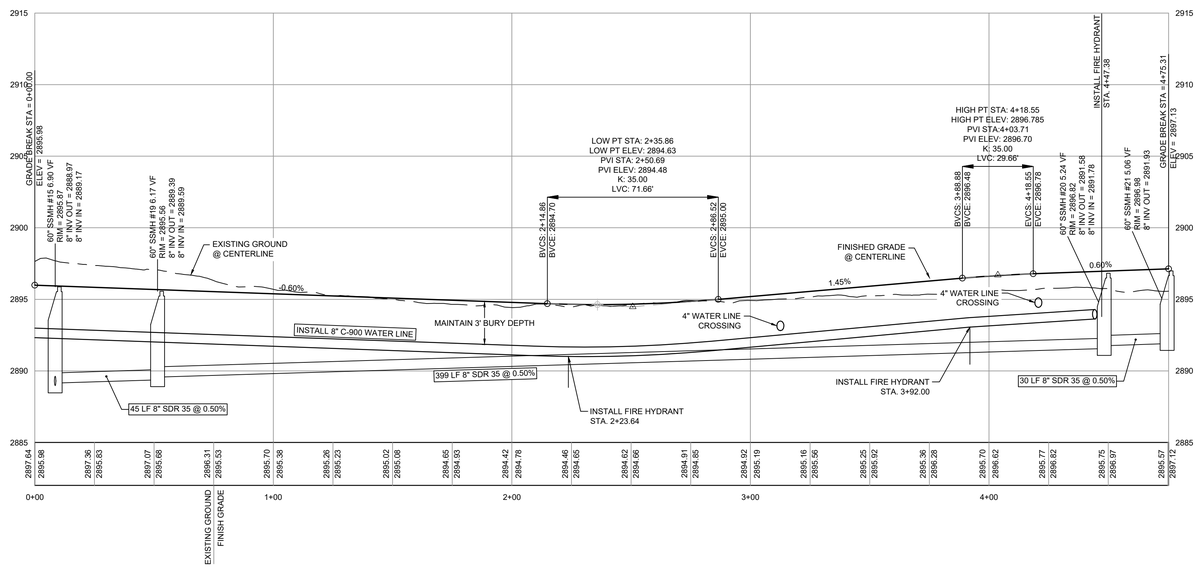
NOV 2 2023

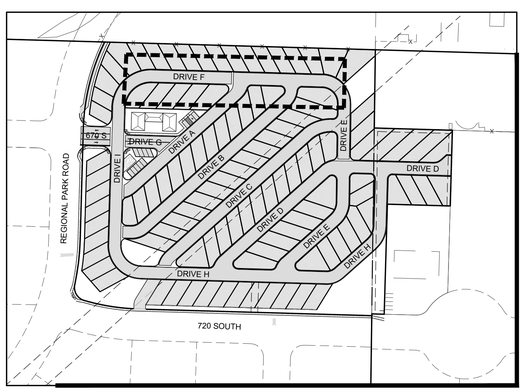
PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG



DRIVE F

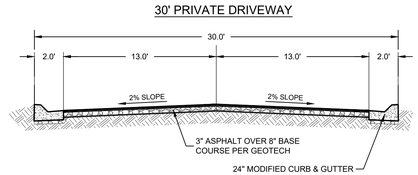
30' PRIVATE STREET





KEY MAP

30' PRIVATE DRIVEWAY



LEGEND

1580	EXISTING GROUND CONTOUR
1580	FINISH GRADE CONTOUR
	PROPOSED RV PAD LINE
	EXISTING LOT LINE
	PROPOSED CURB & GUTTER
	EXISTING CURB & GUTTER
x.x%	DRAINAGE FLOW DIRECTION
LOCATION ELEVATION	SPOT ELEVATION
	STORM DRAIN CURB INLET
S	SEWER MANHOLE
W	PROPOSED WATER
W	EXISTING WATER
S	PROPOSED SEWER
S	EXISTING SEWER
SD	PROPOSED STORM DRAIN
SD	EXISTING STORM DRAIN
	FIRE HYDRANT
	PROPOSED WATER VALVE
	EXISTING WATER VALVE
	IRRIGATION VALVE
	EXISTING IRRIGATION VALVE

N

0 15 30 60

SCALE: 1" = 30'

(SCALE ONLY VALID FOR 24" x 36" PAPER)

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PROFESSIONAL ENGINEER
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NO.	DESCRIPTION	BY	APR	DATE

REVISION

PLAN & PROFILE - DRIVE F

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

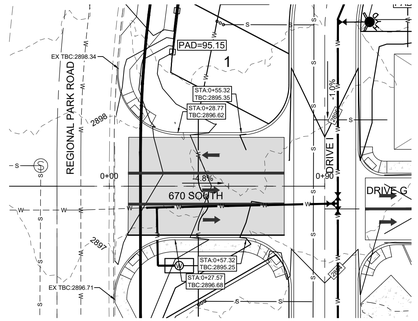
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'

SHEET

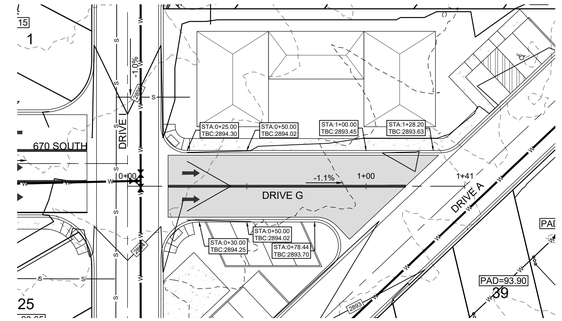
C10

PATH: I:\UTAH\PROJECTS\ACTIVE-2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291.MP.DWG

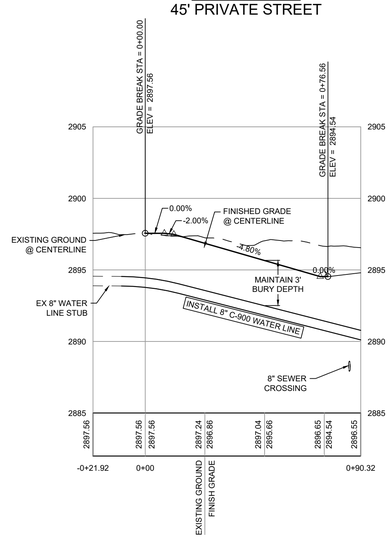
NOV 2 2 2023

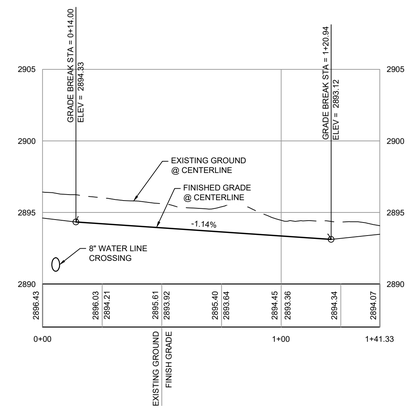


670 SOUTH
45' PRIVATE STREET

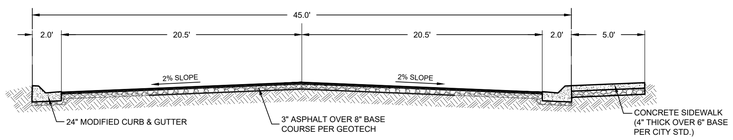


DRIVE G
30' PRIVATE STREET

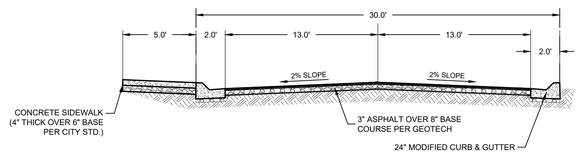


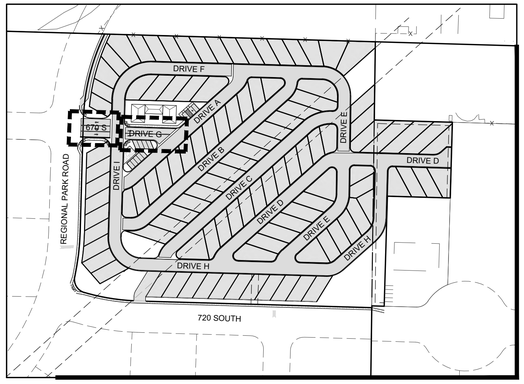


45' PRIVATE DRIVEWAY



30' PRIVATE DRIVEWAY





KEY MAP

LEGEND

1580	EXISTING GROUND CONTOUR
1580	FINISH GRADE CONTOUR
	PROPOSED RV PAD LINE
	EXISTING LOT LINE
	PROPOSED CURB & GUTTER
	EXISTING CURB & GUTTER
-x.x%	DRAINAGE FLOW DIRECTION
LOCATION ELEVATION	SPOT ELEVATION
	STORM DRAIN CURB INLET
S	SEWER MANHOLE
W	PROPOSED WATER
W	EXISTING WATER
S	PROPOSED SEWER
S	EXISTING SEWER
SD	PROPOSED STORM DRAIN
SD	EXISTING STORM DRAIN
	FIRE HYDRANT
	PROPOSED WATER VALVE
	EXISTING WATER VALVE
	IRRIGATION VALVE
	EXISTING IRRIGATION VALVE

N

0 30
15 60
SCALE: 1" = 30'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

811
Know what's below.
Call before you dig.

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PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

PLAN & PROFILE - 670 SOUTH & DRIVE G

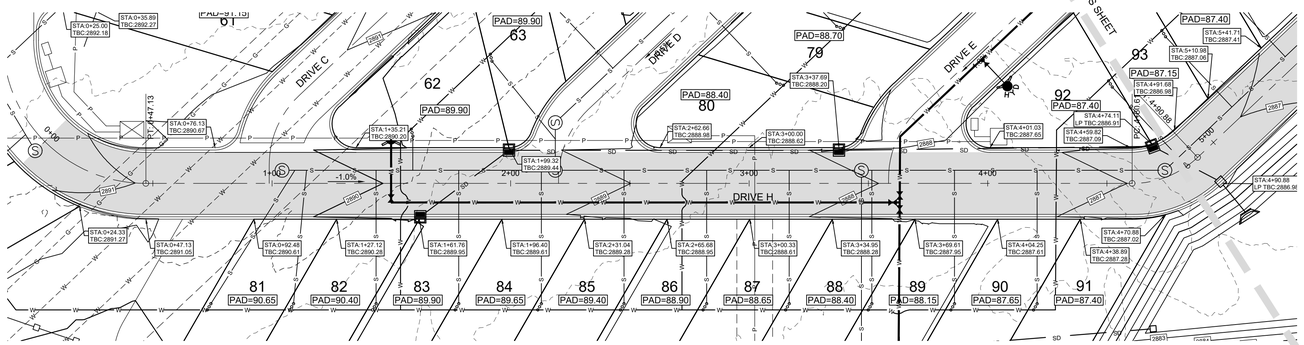
FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

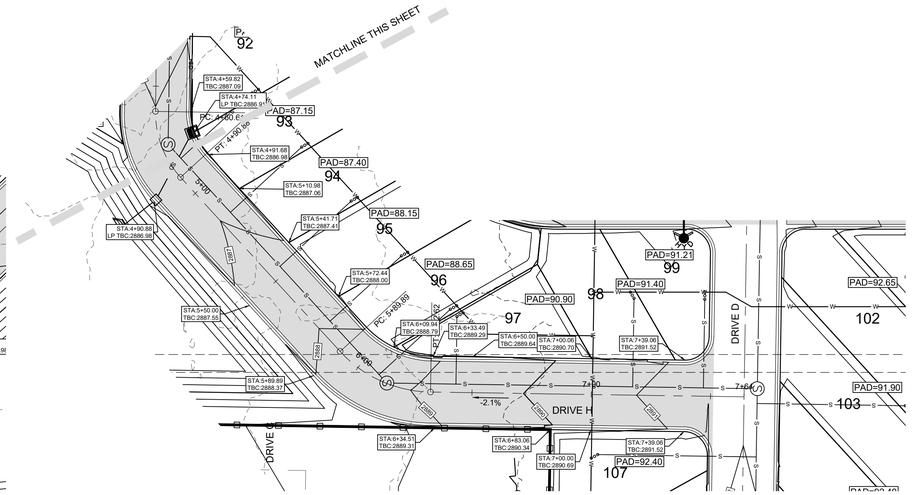
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'

SHEET
C11

PATH: I:\UTAH\PROJECTS\ACTIVE 2021\21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291.MP.DWG

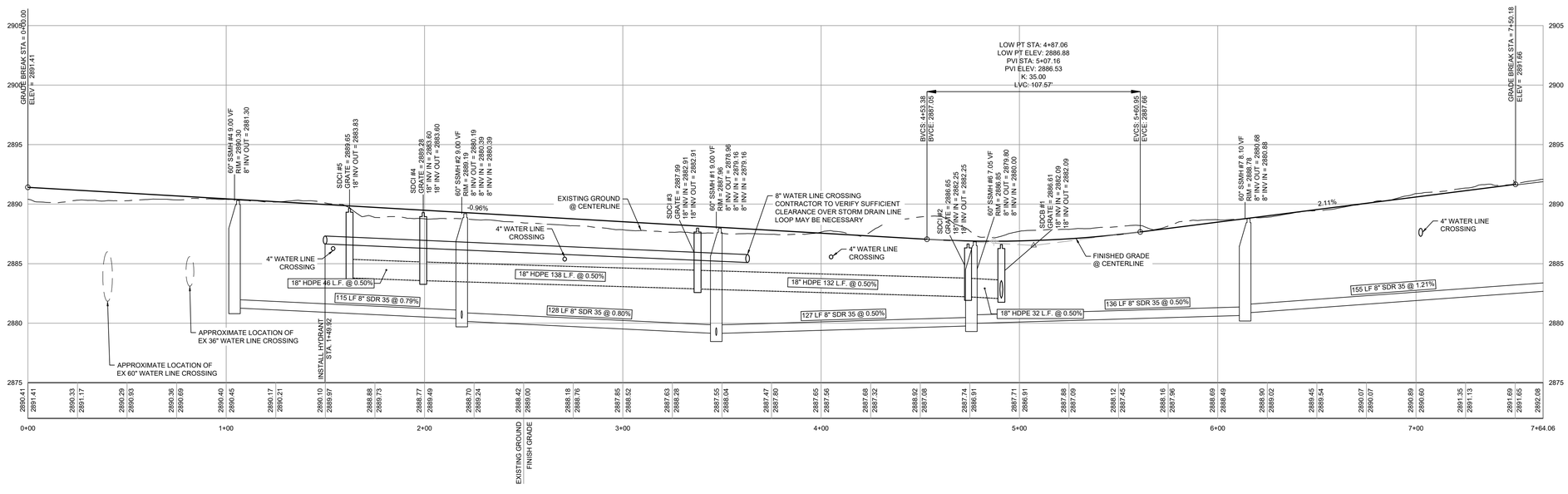
NOV 2 2 2023

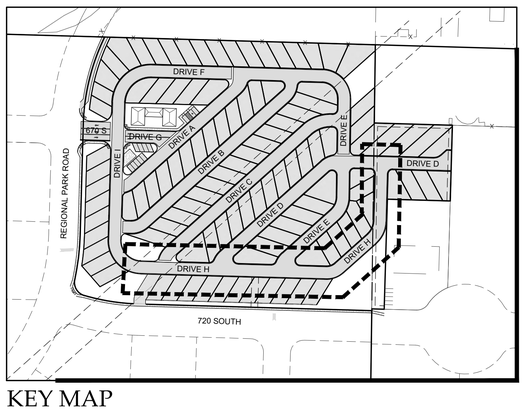




DRIVE H

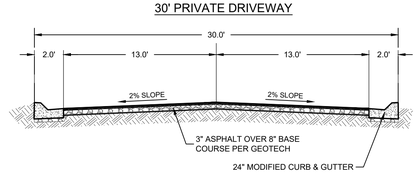
30' PRIVATE STREET





KEY MAP

30' PRIVATE DRIVEWAY



LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPOSED RV PAD LINE
- EXISTING LOT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- DRAINAGE FLOW DIRECTION
- SPOT ELEVATION
- STORM DRAIN CURB INLET
- SEWER MANHOLE
- PROPOSED WATER
- EXISTING WATER
- PROPOSED SEWER
- EXISTING SEWER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- IRRIGATION VALVE
- EXISTING IRRIGATION VALVE

N

0 15 30 60

SCALE: 1" = 30'

(SCALE ONLY VALID FOR 24" x 36" PAPER)

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CivilScience
Engineers / Surveyors / Solutions
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR	DATE

REVISION

PLAN & PROFILE - DRIVE H

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

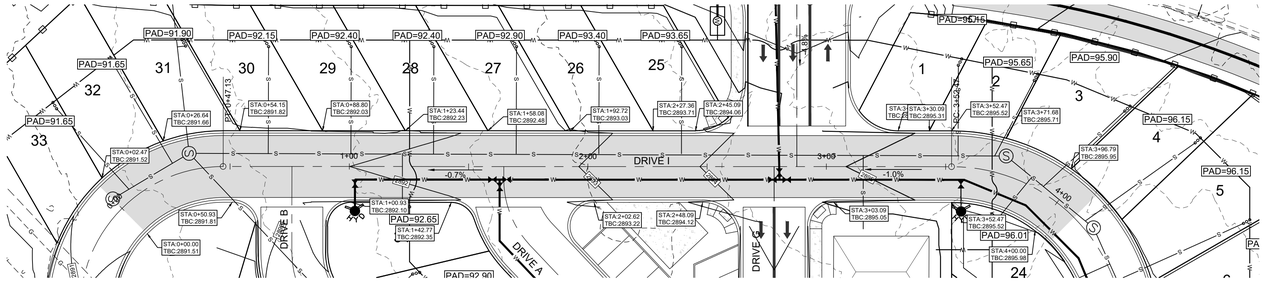
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'

SHEET

C12

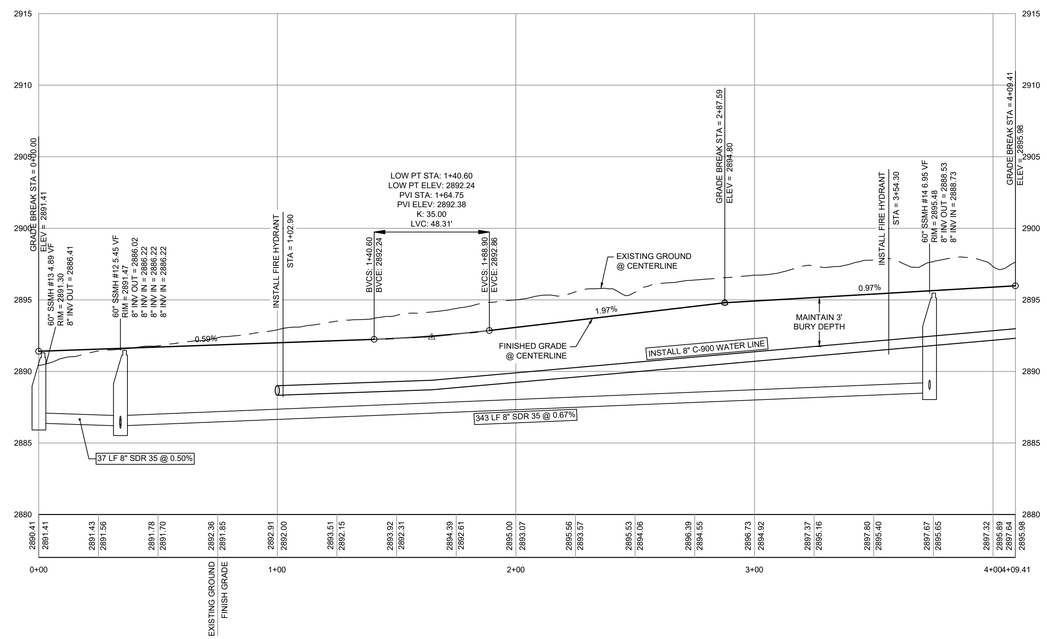
NOV 2 0 2023

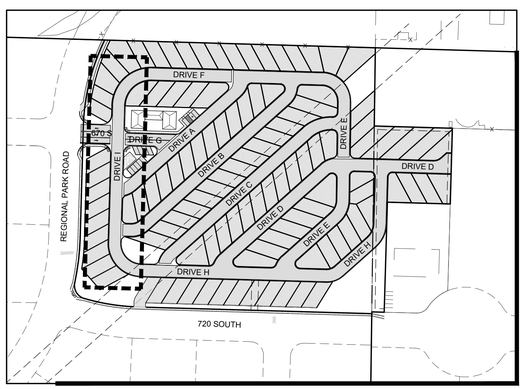
PATH: L:\UTAH\PROJECTS\ACTIVE 2021\21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG



DRIVE I

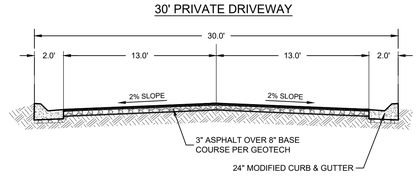
30' PRIVATE STREET





KEY MAP

30' PRIVATE DRIVEWAY



LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPOSED RV PAD LINE
- EXISTING LOT LINE
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- EXISTING CURB & GUTTER
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- PROPOSED WATER
- EXISTING WATER
- PROPOSED SEWER
- EXISTING SEWER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- IRRIGATION VALVE
- EXISTING IRRIGATION VALVE

0 30
15 60
SCALE: 1" = 30'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

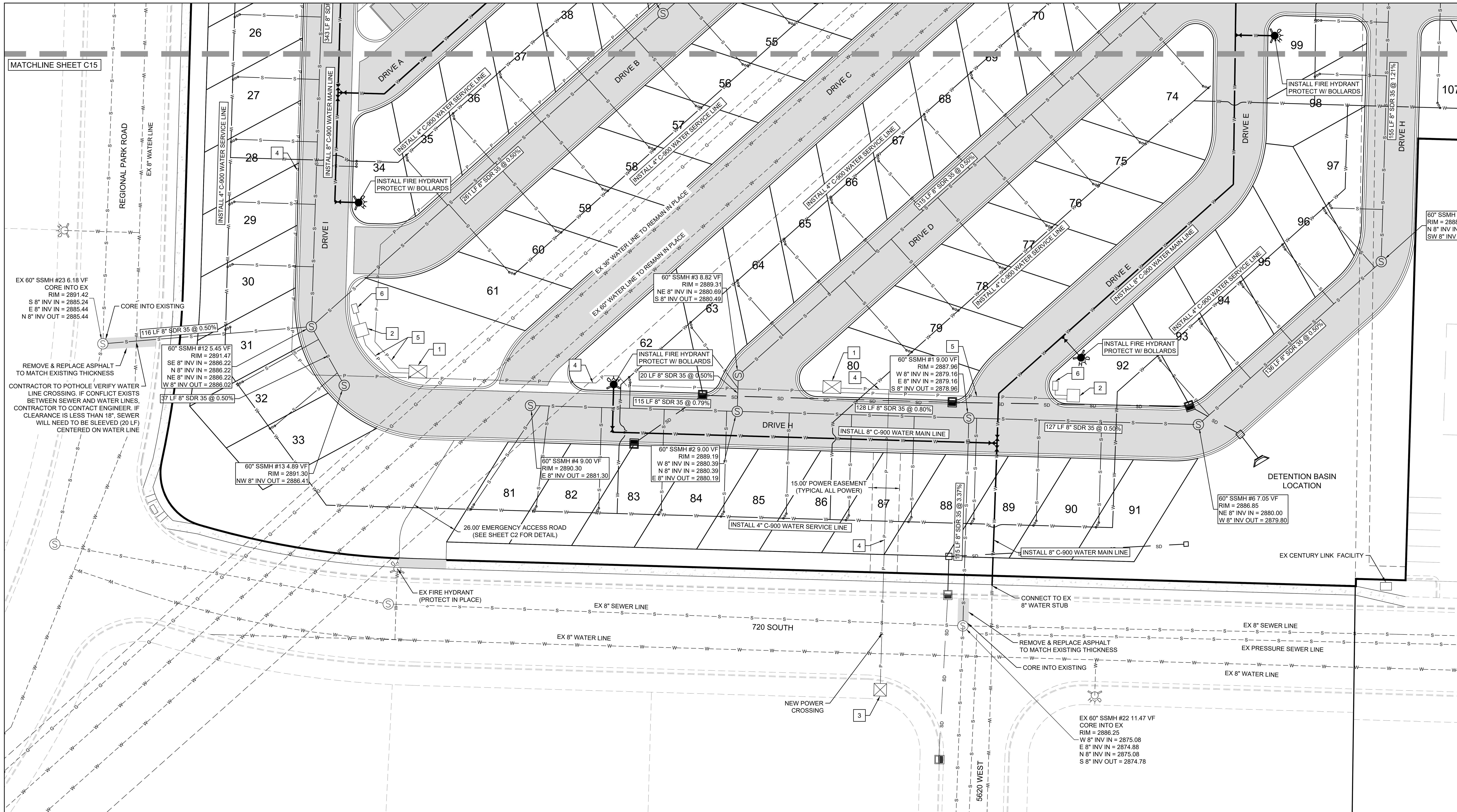
PLAN & PROFILE - DRIVE I

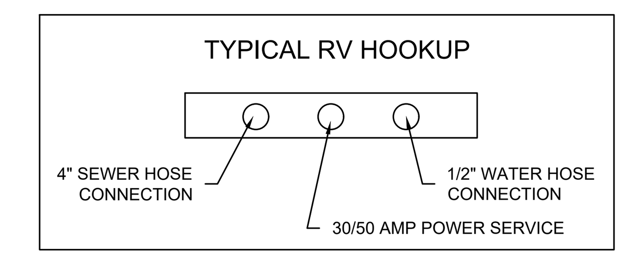
FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	1" = 5'
SHEET	C13

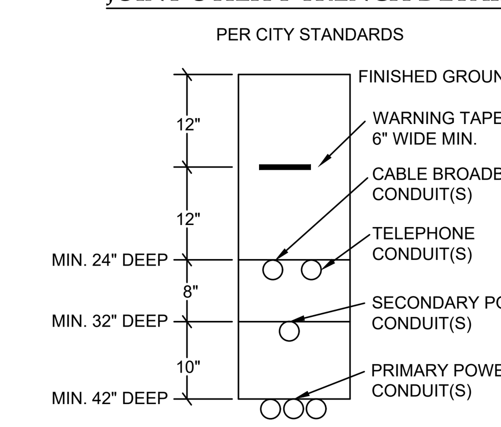
PATH: J:\JTAN\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291.MP.DWG

NOV 2 2023





JOINT UTILITY TRENCH DETAIL



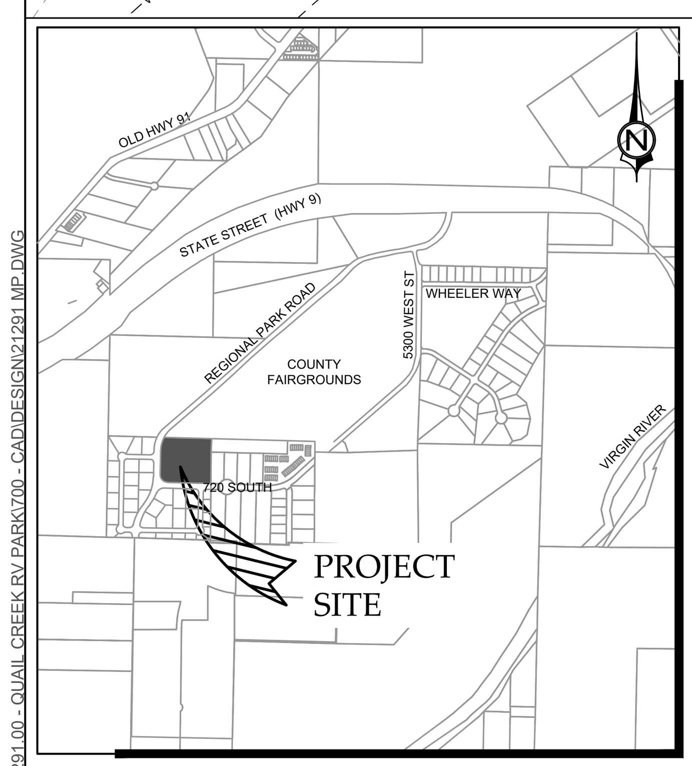
LEGEND

- FIRE HYDRANT
- WATER GATE VALVE
- EXISTING WATER GATE VALVE
- EXISTING WATER LINE
- C-900 CLASS 150 WATER MAIN 8"Ø (PUBLIC)
- C-900 CLASS 150 SERVICE LINE 4"Ø (PRIVATE)
- SEWER MANHOLE (SIZE AS NOTED ON PLAN)
- 4" PVC SEWER LATERAL
- EXISTING SEWER LINE
- 8" SDR 35 PVC SEWER LINE
- EXISTING GAS LINE
- DOMINION GAS LINE
- EXISTING POWER LINE
- PROPOSED POWER LINE (TYPE NOTED ON PLAN)
- EASEMENT LINE

0 15 30 60

SCALE: 1" = 30'

(SCALE ONLY VALID FOR 24" x 36" PAPER)



VICINITY MAP

(N.T.S.)

WATER NOTES:

1. ALL WATERLINE WORKS MUST BE INSTALLED BY A LICENSED AND INSURED CONTRACTOR THAT IS APPROVED BY HURRICANE CITY.
2. ALL CONSTRUCTION SHALL CONFORM TO THE "HURRICANE CITY STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION", "THE INTERNATIONAL PLUMBING CODE", AND THE "INTERNATIONAL BUILDING CODE" LATEST EDITION AS ADMINISTERED BY HURRICANE CITY.
3. CONTRACTOR SHALL POTHOLE ALL PIPELINES AND VERIFY LOCATION AND DEPTH PRIOR TO PROCEEDING WITH ANY BUILDING OR PIPELINE CONSTRUCTION.
4. THE POTABLE WATER SUPPLY TO LAWN IRRIGATION SYSTEMS SHALL BE PROTECTED AGAINST BACK FLOW PER THE "INTERNATIONAL PLUMBING CODE (IPC)" SECTION 608.16.5 AND FOR FIRE SPRINKLER SYSTEMS PER (IPC) 608.16.4.
5. ALL BACK FLOW ASSEMBLY INSTALLATION AND TEST REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE HURRICANE CITY BACK FLOW ORDINANCE (TITLE 8 CHAPTER 3).
6. THRUST RESTRAINT ON THE NEW PIPELINE WILL BE AS SHOWN ON THE DETAILS. USE MEGA-LUG ON THE FITTINGS AND FIELD LOCK OR JOINT RESTRAINT GASKETS ON THE REQUIRED LENGTH OF RESTRAINED PIPE. NO CONCRETE THRUST BLOCKS ARE ALLOWED WITHOUT WATER DEPARTMENT APPROVAL.
7. ASPHALT REPLACED OVER THE PIPE TRENCHING IS TO MATCH EXISTING PAVEMENT DEPTHS WITH A 6" OVER CUT FROM EDGE OF THE TRENCH LINE ON EACH SIDE OF THE TRENCH.
8. CONTRACTORS SHALL CUT OFF AND CAP (BACK AT THE WATER MAIN), ALL EXISTING SERVICE LINES OR UN-USED STUB LINES THAT WILL BE ABANDONED.
9. ANY CHANGE MADE IN THE FIELD MUST BE FIRST APPROVED AND DOCUMENTED BY THE HURRICANE CITY WATER SERVICES DEPARTMENT.
10. ALL NEW FIRE HYDRANTS SHALL BE INSTALLED AT THE CORRECT HEIGHT. EXTENSIONS WILL NOT BE ALLOWED.
11. INTERRUPTION OF EXISTING WATER SERVICE WHILE MAKING CONNECTIONS TO EXISTING WATER MAINS SHALL NOT BE ALLOWED WITHOUT SPECIAL APPROVAL OF THE CITY. A MINIMUM OF 48 HOURS NOTICE TO THE CITY SHALL BE REQUIRED BEFORE MAKING CONNECTIONS. CONNECTIONS TO THE EXITING INFRASTRUCTURE SHALL BE DONE DURING THE TIME OF LEAST INCONVENIENCE TO CUSTOMERS OF EXISTING SYSTEM. INTERRUPTIONS OF SERVICE SHALL BE LIMITED TO LESS THAN FOUR (4) HOURS PER 24 HOUR PERIOD. CONTRACTOR SHALL NOTIFY ALL CUSTOMERS WHO WILL BE AFFECTED BY SERVICE INTERRUPTION AT LEAST 24 HOURS PRIOR TO THE INTERRUPTIONS OF SERVICE.
12. TEMPORARY CONSTRUCTION WATER MAY BE OBTAINED FROM AN EXISTING FIRE HYDRANT BY MAKING APPLICATION AT THE HURRICANE CITY WATER SERVICES DEPARTMENT OFFICE. UNAUTHORIZED CONNECTIONS TO THE CITY'S WATER SYSTEM IS A VIOLATION AND SUBJECT TO LEGAL ACTION.
13. THE EXISTENCE AND LOCATION OF WATER FACILITIES SHOWN ON THE CONSTRUCTION DRAWINGS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF THE DESIGN ENGINEER'S KNOWLEDGE, THE EXISTING WATER FACILITIES ARE AS SHOWN ON THE PLANS. HURRICANE CITY SHALL NOT BE HELD RESPONSIBLE FOR ANY ERROR IN THE LOCATION AND ELEVATION OF THE EXISTING WATER FACILITIES.

TDS NOTES:

1. THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITHIN THE PROJECT. ANY MODIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER.
2. TDS WILL PROVIDE CONDUITS. PLEASE CONTACT MATT AT (435-817-0180) AT LEAST 3 WEEKS PRIOR TO OPENING TRENCH TO SCHEDULE WORK.
3. ANY QUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TO MATT BRANN WITH TDS AT (435-817-0180).
4. RELOCATION OF NEW OR EXISTING TDS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR.
5. ANY MODIFICATIONS AFTER CONDUIT/CABLE PLACEMENT WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR. AS WILL DAMAGES CAUSED BY OTHER CONTRACTORS WORKING FOR THE DEVELOPER ON THIS PROJECT.

ASH CREEK SPECIAL SERVICE DISTRICT NOTES:

1. SEWER IS TO MEET THE CURRENT ASH CREEK SPECIAL SERVICE DISTRICT (DISTRICT) CONSTRUCTION STANDARD.
2. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A COPY OF THE GEOTECHNICAL REPORT AND THE COMPACTION TEST RESULTS TO THE DISTRICT.
3. PRIOR TO COMPLETION OF THE PROJECT PROVE A PDF AND A 2'X3' PLAN SHEET DRAWING OF RECORD TO THE DISTRICT. THE DRAWING OF RECORD SHOULD INCLUDE A DISTANCE FROM THE NEAR SIDE PROPERTY LINE TO THE SEWER LATERAL MARKER, ALSO INCLUDE ANY CHANGES TO SEWER MAIN LINE SLOPES AND DEPTHS.
4. THE CONTRACTOR WILL BE RESPONSIBLE TO CLEAN AND TEST THE SEWER LINES AFTER ALL UTILITIES HAVE BEEN INSTALLED BUT PRIOR TO ASPHALT PLACEMENT. THE FOLLOWING TESTS WILL NEED TO BE COMPLETED BY THE CONTRACTOR; MANDREL TEST, AIR TEST AND CLOSED-CIRCUIT CAMERA INSPECTION. CAMERA INSPECTION IF PROVIDED BY THE DISTRICT CAN BE SCHEDULED WITH THE DISTRICT REPRESENTATIVE. TUESDAYS OR THURSDAYS ARE GENERALLY WHEN THE DISTRICT CAN PERFORM THIS CAMERA WORK.
5. DURING CONSTRUCTION ALL SEWER LINES WILL NEED TO BE CAPPED OR SEALED TO PROTECT THE SEWER SYSTEM FROM FLOODING OR RAIN EVENTS.
6. SEWER CROSSING: PER NOTE (SLEEVE SEWER MAINS & LATERALS WHERE 18" CLEARANCE ARE NOT MET OR WHEN SEWER IS ABOVE WATER, 20' LONG CENTERED AT WATER LINE.)
7. FAIRGROUNDS RV PARK IS UNDERSTOOD TO BE A PRIVATE SEWER SYSTEM.

DOMINION ENERGY NOTES

——G—— (dashed)	EXISTING GAS LINE
——G——	PROPOSED GAS LINE

NOTES

1. DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRE-CONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. JAKE BOZARTH 435-231-9971.
2. DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPER'S EXPENSE.
3. IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COSTS. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS (1155 E 350 N -- ST GEORGE).
4. ALL OF THE 10' UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED, AT FULL 10' WIDTH, TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. **NO RETAINING, ROCK, OR BLOCK WALLS MAY BE CONSTRUCTED ON/IN A PUE** DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.**
5. ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS, AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
6. PROPERTY LOT LINES, BACK OF CURB, AND GRADE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
7. POWER, WATER, SEWER LINES, CULVERTS, OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER.
8. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF SERVICE TO THIS PROJECT.
9. CONTACT JC HALL, (435) 210-0729, AT LEAST TWO WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
10. **IMPORTANT NOTICE** GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUB-GRADE, AND THE 10' UTILITY EASEMENT IS GRADED TO THE TOP BACK OF CURB.
11. HIGH PRESSURE GAS NOTE:
CONTRACTOR IS REQUIRED TO CALL HIGH PRESSURE DISPATCH AT (801) 324-3370, AT LEAST 48 HOURS IN ADVANCE BEFORE WORKING WITHIN 10 FEET OF A HP GAS LINE. THIS WILL SCHEDULE A DOMINION ENERGY HIGH PRESSURE INSPECTOR TO THE PROJECT SITE.

HURRICANE CITY POWER NOTES

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS OF HURRICANE CITY POWER:

1	3 ϕ VAULT
2	150 KVA 3ϕ TRANSFORMER
3	PMH 9
4	4/0 15KV INTO 4" PVC
5	1/0 15KV INTO 4" PVC
6	350 MCM OR 500 MCM IN 3" OR 4" PVC AND POSSIBLY PARALLELED

1. DEVELOPER RESPONSIBLE FOR ALL COSTS, UNLESS OTHERWISE STATED ON PRINT.
2. ONLY A PRE-APPROVED CONTRACTOR TO WORK ON AND INSTALL ANY PART OF THE ELECTRICAL SYSTEM.
3. LINES ARE FOR SCHEMATIC PURPOSES ONLY. ALL EQUIPMENT AND PLACEMENT OF, TO BE TO HURRICANE POWER SPECS.
4. PRE-APPROVED CONTRACTOR TO GO OVER PRINTS WITH HURRICANE POWER BEFORE BEGINNING WORK. CONTACT HURRICANE POWER FOR AN APPOINTMENT. 435-635-5536.
5. EASEMENTS TO BE SIGNED OVER TO HURRICANE CITY. IT IS THE DEVELOPER'S RESPONSIBILITY TO MAKE SURE EASEMENTS ARE OBTAINED FROM ANY PROPERTIES THAT MAY BE AFFECTED.
6. NO RETAINING WALLS TO RUN INTO UTILITY EASEMENTS.
7. ALL CONDUITS TO BE FOAMED. ANY EMPTY STUB OUTS TO HAVE A TEMPORARY PLUG INSTALLED.
8. ANY CHANGES TO THE SIGNED SET OF PLANS MUST BE APPROVED BY HURRICANE POWER.
9. THE ENTIRE JUC TRENCH MUST BE BACKFILLED WITH 1" MINUS FROM THE BOTTOM TO THE TOP OF THE TRENCH. ALSO AROUND ELECTRICAL BOXES AND EQUIPMENT.
10. IMPACT FEES TO BE COLLECTED BY BUILDING DEPT. IMPACT FEES TO BE CHARGED PER METER/INDIVIDUAL BREAKER SIZE. CONTACT HURRICANE POWER REGARDING QUESTIONS ON THIS.
11. METERS SHALL NOT BE LOCATED IN FENCED IN AREAS. METERS SHALL BE KEPT ACCESSIBLE AT ALL TIMES.
12. DEVELOPER WILL BE BILLED A TERMINATION FEE $99.00 PER PRIMARY ELBOW TERMINATIONS.
13. DEPENDING ON TRANSFORMER LOCATION TRANSFORMER MAY NEED BOLLARDS TO PROTECT IT FROM TRAFFIC. CONTACT HURRICANE POWER REGARDING QUESTIONS ON THIS.
14. CEMENT BASEMENTS, THREE PHASE TRANSFORMER PADS AND STREETLIGHT BASES TO BE PRECAST ONLY. TO BE SUPPLIED BY APPROVED VENDORS ONLY.
15. HURRICANE CITY POWER WILL NEED TO KNOW MAIN PANEL SIZE AND SERVICE VOLTAGE NEED IN ORDER TO DETERMINE TRANSFORMER SIZE AND IMPACT FEES BEFORE PROJECT STARTS.
16. SIZE OF ACCEPTABLE CONDUITS FROM THE TRANSFORMER TO METER PANELS IS 2", 3" OR 4" PVC. SIZE OF ACCEPTABLE WIRE IS 4/0, 350 OR 500 ALUMINUM.
17. HURRICANE POWER HAS CHANGED OUR STREETLIGHTS SPEC TO LED SEE HURRICANE POWER FOR NEW SPEC.
18. ALL ELECTRICAL EQUIPMENT MUST HAVE A DIRT PAD AT SIDEWALK LEVEL ON SIDES AND BACK OF EQUIPMENT FOR AT LEAST 5'. IF ANY SLOPES THERE MUST BE RETAINING WALL OF CONCRETE, BLOCK, OR STACKED ROCK.
19. THE RUNNING LINE FOR GAS AND POWER NEEDS TO BE ON THE OPPOSITE SIDE OF THE ROAD FROM ONE ANOTHER. THE STANDARD RUNNING LINE FOR POWER IS ON THE NORTH AND WEST SIDE OF THE ROAD AND GAS IS ON THE SOUTH AND EAST SIDE OF THE ROAD. HURRICANE POWER WILL NOT ACCEPT GAS TO RUN DOUBLE MAINS WITH GAS ON BOTH SIDES OF THE ROAD ANYMORE.
20. ANY INVOICE FOR THE WORK PERFORMED BY HURRICANE CITY POWER WILL BE SENT AT TIME OF PUNCH LIST. THIS WILL INCLUDE ELBOW TERMINATION, SWITCH/VAULT FEES, AND EXTRA TIME AS NEEDED FOR THE PROJECT.
21. CT WILL BE INSTALLED ON TRANSFORMER BY HURRICANE POWER AND BILLED TO DEVELOPER.

CENTURY LINK NOTES:

1. DEVELOPER TO PROVIDE ALL TRENCH AND CENTURY LINK WILL PROVIDE 4" CONDUIT. CONTACT LUIS @ 435-632-6553 1 WEEK IN ADVANCE.
2. INSIDE TERMINATION: DEVELOPER TO PROVIDE 4'X8" PLYWOOD BACKBOARD AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
3. OUTSIDE TERMINATION: DEVELOPER TO PROVIDE 30"X30"X10" WEATHERPROOF BOX AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
4. CONTACT CENTURYLINK ENGINEER AT 385-479-7339 OR BRAXTON.PETERSON@LUMEN.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS.
5. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

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435.986.0100

PROFESSIONAL ENGINEER
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08/15/2023
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REVISION

NO.	DESCRIPTION	BY	APR.	DATE

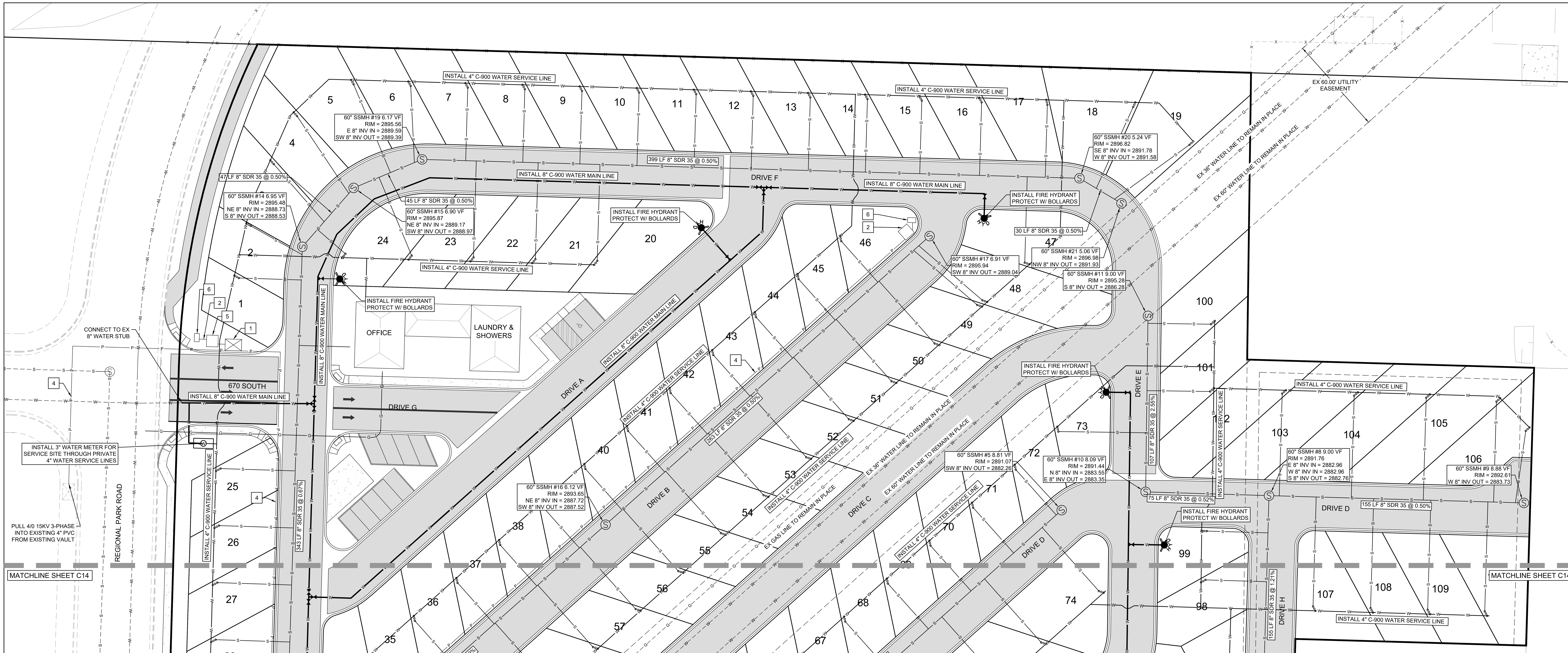
UTILITY PLAN - SOUTH PORTION

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	N/A
SHEET	C14

NOV 2 9 2023

PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG



WATER NOTES:

1. ALL WATERLINE WORKS MUST BE INSTALLED BY A LICENSED AND INSURED CONTRACTOR THAT IS APPROVED BY HURRICANE CITY.
2. ALL CONSTRUCTION SHALL CONFORM TO THE "HURRICANE CITY STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION", "THE INTERNATIONAL PLUMBING CODE", AND THE "INTERNATIONAL BUILDING CODE" LATEST EDITION AS ADMINISTERED BY HURRICANE CITY.
3. CONTRACTOR SHALL POTHOLE ALL PIPELINES AND VERIFY LOCATION AND DEPTH PRIOR TO PROCEEDING WITH ANY BUILDING OR PIPELINE CONSTRUCTION.
4. THE POTABLE WATER SUPPLY TO LAWN IRRIGATION SYSTEMS SHALL BE PROTECTED AGAINST BACK FLOW PER THE "INTERNATIONAL PLUMBING CODE (IPC)" SECTION 608.16.5 AND FOR FIRE SPRINKLER SYSTEMS PER (IPC) 608.16.4.
5. ALL BACK FLOW ASSEMBLY INSTALLATION AND TEST REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE HURRICANE CITY BACK FLOW ORDINANCE (TITLE 8 CHAPTER 3).
6. THRUST RESTRAINT ON THE NEW PIPELINE WILL BE AS SHOWN ON THE DETAILS. USE MEGA-LUG ON THE FITTINGS AND FIELD LOCK OR JOINT RESTRAINT GASKETS ON THE REQUIRED LENGTH OF RESTRAINED PIPE. NO CONCRETE THRUST BLOCKS ARE ALLOWED WITHOUT WATER DEPARTMENT APPROVAL.
7. ASPHALT REPLACED OVER THE PIPE TRENCHING IS TO MATCH EXISTING PAVEMENT DEPTHS WITH A 6" OVER CUT FROM EDGE OF THE TRENCH LINE ON EACH SIDE OF THE TRENCH.
8. CONTRACTORS SHALL CUT OFF AND CAP (BACK AT THE WATER MAIN), ALL EXISTING SERVICE LINES OR UN-USED STUB LINES THAT WILL BE ABANDONED.
9. ANY CHANGE MADE IN THE FIELD MUST BE FIRST APPROVED AND DOCUMENTED BY THE HURRICANE CITY WATER SERVICES DEPARTMENT.
10. ALL NEW FIRE HYDRANTS SHALL BE INSTALLED AT THE CORRECT HEIGHT. EXTENSIONS WILL NOT BE ALLOWED.
11. INTERRUPTION OF EXISTING WATER SERVICE WHILE MAKING CONNECTIONS TO EXISTING WATER MAINS SHALL NOT BE ALLOWED WITHOUT SPECIAL APPROVAL OF THE CITY. A MINIMUM OF 48 HOURS NOTICE TO THE CITY SHALL BE REQUIRED BEFORE MAKING CONNECTIONS. CONNECTIONS TO THE EXITING INFRASTRUCTURE SHALL BE DONE DURING THE TIME OF LEAST INCONVENIENCE TO CUSTOMERS OF EXISTING SYSTEM. INTERRUPTIONS OF SERVICE SHALL BE LIMITED TO LESS THAN FOUR (4) HOURS PER 24 HOUR PERIOD. CONTRACTOR SHALL NOTIFY ALL CUSTOMERS WHO WILL BE AFFECTED BY SERVICE INTERRUPTION AT LEAST 24 HOURS PRIOR TO THE INTERRUPTIONS OF SERVICE.
12. TEMPORARY CONSTRUCTION WATER MAY BE OBTAINED FROM AN EXISTING FIRE HYDRANT BY MAKING APPLICATION AT THE HURRICANE CITY WATER SERVICES DEPARTMENT OFFICE. UNAUTHORIZED CONNECTIONS TO THE CITY'S WATER SYSTEM IS A VIOLATION AND SUBJECT TO LEGAL ACTION.
13. THE EXISTENCE AND LOCATION OF WATER FACILITIES SHOWN ON THE CONSTRUCTION DRAWINGS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF THE DESIGN ENGINEER'S KNOWLEDGE, THE EXISTING WATER FACILITIES ARE AS SHOWN ON THE PLANS. HURRICANE CITY SHALL NOT BE HELD RESPONSIBLE FOR ANY ERROR IN THE LOCATION AND ELEVATION OF THE EXISTING WATER FACILITIES.

ASH CREEK SPECIAL SERVICE DISTRICT NOTES:

1. SEWER IS TO MEET THE CURRENT ASH CREEK SPECIAL SERVICE DISTRICT (DISTRICT) CONSTRUCTION STANDARD.
2. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A COPY OF THE GEOTECHNICAL REPORT AND THE COMPACTION TEST RESULTS TO THE DISTRICT.
3. PRIOR TO COMPLETION OF THE PROJECT PROVE A PDF AND A 2'X3' PLAN SHEET DRAWING OF RECORD TO THE DISTRICT. THE DRAWING OF RECORD SHOULD INCLUDE A DISTANCE FROM THE NEAR SIDE PROPERTY LINE TO THE SEWER LATERAL MARKER, ALSO INCLUDE ANY CHANGES TO SEWER MAIN LINE SLOPES AND DEPTHS.
4. THE CONTRACTOR WILL BE RESPONSIBLE TO CLEAN AND TEST THE SEWER LINES AFTER ALL UTILITIES HAVE BEEN INSTALLED BUT PRIOR TO ASPHALT PLACEMENT. THE FOLLOWING TESTS WILL NEED TO BE COMPLETED BY THE CONTRACTOR; MANDREL TEST, AIR TEST AND CLOSED-CIRCUIT CAMERA INSPECTION. CAMERA INSPECTION IF PROVIDED BY THE DISTRICT CAN BE SCHEDULED WITH THE DISTRICT REPRESENTATIVE. TUESDAYS OR THURSDAYS ARE GENERALLY WHEN THE DISTRICT CAN PERFORM THIS CAMERA WORK.
5. DURING CONSTRUCTION ALL SEWER LINES WILL NEED TO BE CAPPED OR SEALED TO PROTECT THE SEWER SYSTEM FROM FLOODING OR RAIN EVENTS.
6. SEWER CROSSING: PER NOTE (SLEEVE SEWER MAINS & LATERALS WHERE 18" CLEARANCE ARE NOT MET OR WHEN SEWER IS ABOVE WATER, 20' LONG CENTERED AT WATER LINE.)
7. FAIRGROUNDS RV PARK IS UNDERSTOOD TO BE A PRIVATE SEWER SYSTEM.

HURRICANE CITY POWER NOTES

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS OF HURRICANE CITY POWER:

1	3 ϕ VAULT
2	150 KVA 3ϕ TRANSFORMER
3	PMH 9
4	4/0 15KV INTO 4" PVC
5	1/0 15KV INTO 4" PVC
6	600 AMP MAIN FED BY 500MCM QUADPLEX W/ 4" PVC

1. DEVELOPER RESPONSIBLE FOR ALL COSTS, UNLESS OTHERWISE STATED ON PRINT.
2. ONLY A PRE-APPROVED CONTRACTOR TO WORK ON AND INSTALL ANY PART OF THE ELECTRICAL SYSTEM.
3. LINES ARE FOR SCHEMATIC PURPOSES ONLY. ALL EQUIPMENT AND PLACEMENT OF, TO BE TO HURRICANE POWER SPECS.
4. PRE-APPROVED CONTRACTOR TO GO OVER PRINTS WITH HURRICANE POWER BEFORE BEGINNING WORK. CONTACT HURRICANE POWER FOR AN APPOINTMENT. 435-635-5536.
5. EASEMENTS TO BE SIGNED OVER TO HURRICANE CITY. IT IS THE DEVELOPER'S RESPONSIBILITY TO MAKE SURE EASEMENTS ARE OBTAINED FROM ANY PROPERTIES THAT MAY BE AFFECTED.
6. NO RETAINING WALLS TO RUN INTO UTILITY EASEMENTS.
7. ALL CONDUITS TO BE FOAMED. ANY EMPTY STUB OUTS TO HAVE A TEMPORARY PLUG INSTALLED.
8. ANY CHANGES TO THE SIGNED SET OF PLANS MUST BE APPROVED BY HURRICANE POWER.
9. THE ENTIRE JUC TRENCH MUST BE BACKFILLED WITH 1" MINUS FROM THE BOTTOM TO THE TOP OF THE TRENCH. ALSO AROUND ELECTRICAL BOXES AND EQUIPMENT.
10. IMPACT FEES TO BE COLLECTED BY BUILDING DEPT. IMPACT FEES TO BE CHARGED PER METER/INDIVIDUAL BREAKER SIZE. CONTACT HURRICANE POWER REGARDING QUESTIONS ON THIS.
11. METERS SHALL NOT BE LOCATED IN FENCED IN AREAS. METERS SHALL BE KEPT ACCESSIBLE AT ALL TIMES.
12. DEVELOPER WILL BE BILLED A TERMINATION FEE $99.00 PER PRIMARY ELBOW TERMINATIONS.
13. DEPENDING ON TRANSFORMER LOCATION TRANSFORMER MAY NEED BOLLARDS TO PROTECT IT FROM TRAFFIC. CONTACT HURRICANE POWER REGARDING QUESTIONS ON THIS.
14. CEMENT BASEMENTS, THREE PHASE TRANSFORMER PADS AND STREETLIGHT BASES TO BE PRECAST ONLY. TO BE SUPPLIED BY APPROVED VENDORS ONLY.
15. HURRICANE CITY POWER WILL NEED TO KNOW MAIN PANEL SIZE AND SERVICE VOLTAGE NEED IN ORDER TO DETERMINE TRANSFORMER SIZE AND IMPACT FEES BEFORE PROJECT STARTS.
16. SIZE OF ACCEPTABLE CONDUITS FROM THE TRANSFORMER TO METER PANELS IS 2", 3" OR 4" PVC. SIZE OF ACCEPTABLE WIRE IS 4/0, 350 OR 500 ALUMINUM.
17. HURRICANE POWER HAS CHANGED OUR STREETLIGHTS SPEC TO LED SEE HURRICANE POWER FOR NEW SPEC.
18. ALL ELECTRICAL EQUIPMENT MUST HAVE A DIRT PAD AT SIDEWALK LEVEL ON SIDES AND BACK OF EQUIPMENT FOR AT LEAST 5'. IF ANY SLOPES THERE MUST BE RETAINING WALL OF CONCRETE, BLOCK, OR STACKED ROCK.
19. THE RUNNING LINE FOR GAS AND POWER NEEDS TO BE ON THE OPPOSITE SIDE OF THE ROAD FROM ONE ANOTHER. THE STANDARD RUNNING LINE FOR POWER IS ON THE NORTH AND WEST SIDE OF THE ROAD AND GAS IS ON THE SOUTH AND EAST SIDE OF THE ROAD. HURRICANE POWER WILL NOT ACCEPT GAS TO RUN DOUBLE MAINS WITH GAS ON BOTH SIDES OF THE ROAD ANYMORE.
20. ANY INVOICE FOR THE WORK PERFORMED BY HURRICANE CITY POWER WILL BE SENT AT TIME OF PUNCH LIST. THIS WILL INCLUDE ELBOW TERMINATION, SWITCH/VAULT FEES, AND EXTRA TIME AS NEEDED FOR THE PROJECT.
21. CT WILL BE INSTALLED ON TRANSFORMER BY HURRICANE POWER AND BILLED TO DEVELOPER.

DOMINION ENERGY NOTES

EXISTING GAS LINE
PROPOSED GAS LINE

NOTES

1. DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRE-CONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. JAKE BOZARTH 435-231-9971.
2. DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPER'S EXPENSE.
3. IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COSTS. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS (1155 E 350 N -- ST GEORGE).
4. ALL OF THE UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED, AT FULL WIDTH, TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. **NO RETAINING, ROCK, OR BLOCK WALLS MAY BE CONSTRUCTED ON/IN A PUE** DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.**
5. ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS, AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
6. PROPERTY LOT LINES, BACK OF CURB, AND GRADE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
7. POWER, WATER, SEWER LINES, CULVERTS, OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER.
8. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF SERVICE TO THIS PROJECT.
9. CONTACT JC HALL, (435) 210-0729, AT LEAST TWO WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
10. **IMPORTANT NOTICE** GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUB-GRADE, AND THE FULL WIDTH OF THE UTILITY EASEMENT IS GRADED TO THE TOP BACK OF CURB.
11. HIGH PRESSURE GAS NOTE:
IF HIGH PRESSURE GAS LINES ARE LOCATED IN OR NEAR YOUR DIGGING AREA, BEFORE DIGGING PLEASE CALL: BRYAN WARD (435) 559-6547.

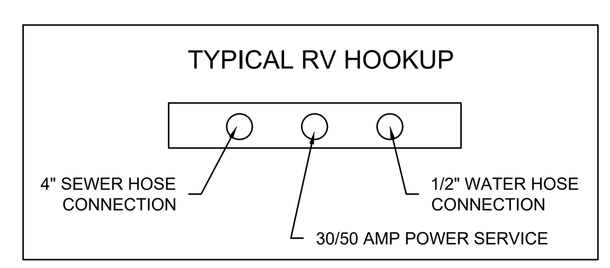
TDS NOTES:

1. THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITHIN THE PROJECT. ANY MODIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER.
2. TDS WILL PROVIDE CONDUITS. PLEASE CONTACT MATT AT (435-817-0180) AT LEAST 3 WEEKS PRIOR TO OPENING TRENCH TO SCHEDULE WORK.
3. ANY QUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TO MATT BRANN WITH TDS AT (435-817-0180).
4. RELOCATION OF NEW OR EXISTING TDS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR.
5. ANY MODIFICATIONS AFTER CONDUIT/CABLE PLACEMENT WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR. AS WILL DAMAGES CAUSED BY OTHER CONTRACTORS WORKING FOR THE DEVELOPER ON THIS PROJECT.

CENTURY LINK NOTES:

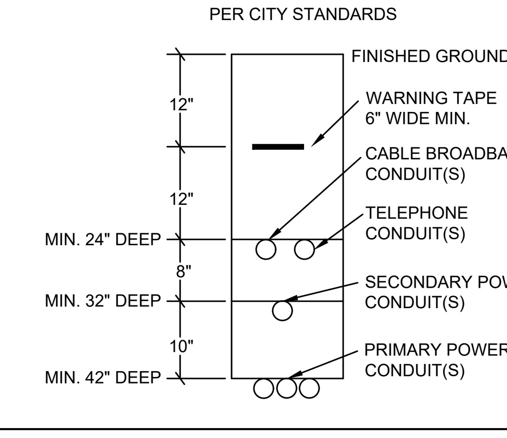
1. DEVELOPER TO PROVIDE ALL TRENCH AND CENTURY LINK WILL PROVIDE 4" CONDUIT. CONTACT LUIS @ 435-632-6553 1 WEEK IN ADVANCE.
2. INSIDE TERMINATION: DEVELOPER TO PROVIDE 4'X8" PLYWOOD BACKBOARD AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
3. OUTSIDE TERMINATION: DEVELOPER TO PROVIDE 30"X30"X10" WEATHERPROOF BOX AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
4. CONTACT CENTURYLINK ENGINEER AT 385-479-7339 OR BRAXTON.PETERSON@LUMEN.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS.
5. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

TYPICAL RV HOOKUP



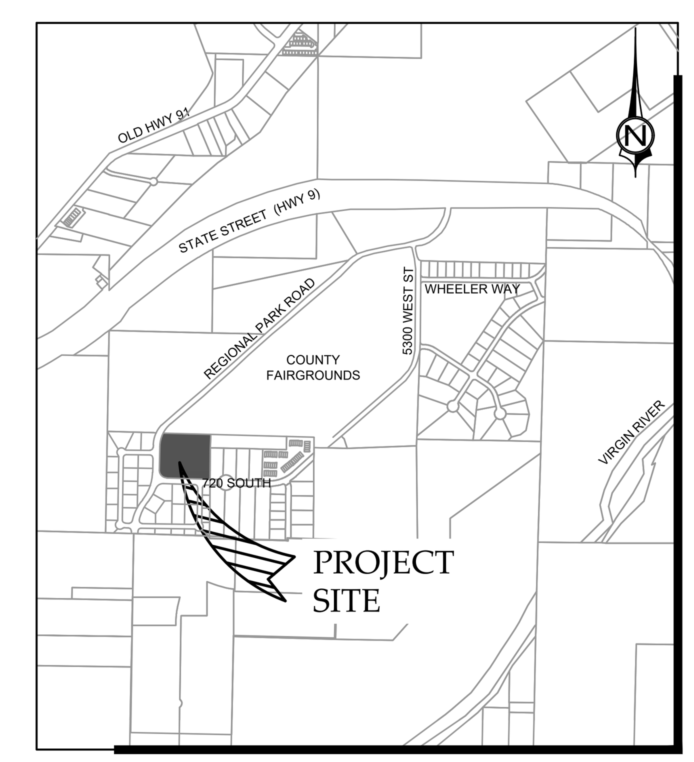
JOINT UTILITY TRENCH DETAIL

PER CITY STANDARDS



LEGEND

- FIRE HYDRANT
- WATER GATE VALVE
- EXISTING WATER GATE VALVE
- EXISTING WATER LINE
- C-900 CLASS 150 WATER MAIN 8"Ø (PUBLIC)
- C-900 CLASS 150 SERVICE LINE 4"Ø (PRIVATE)
- SEWER MANHOLE (SIZE AS NOTED ON PLAN)
- 4" PVC SEWER LATERAL
- EXISTING SEWER LINE
- 8" SDR 35 PVC SEWER LINE
- EXISTING GAS LINE
- DOMINION GAS LINE
- EXISTING POWER LINE
- PROPOSED POWER LINE (TYPE NOTED ON PLAN)
- EASEMENT LINE



VICINITY MAP

(N.T.S.)

0 15 30 60
SCALE: 1" = 30'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

811 Know what's below. Call before you dig.

CivilScience
Engineers / Surveyors / Solutions
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PROFESSIONAL ENGINEER KELVIN C. SMITH No. 10255283 08/15/2023 STATE OF UTAH

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NO.	DESCRIPTION	BY	APR.	DATE

REVISION

UTILITY PLAN - NORTH PORTION

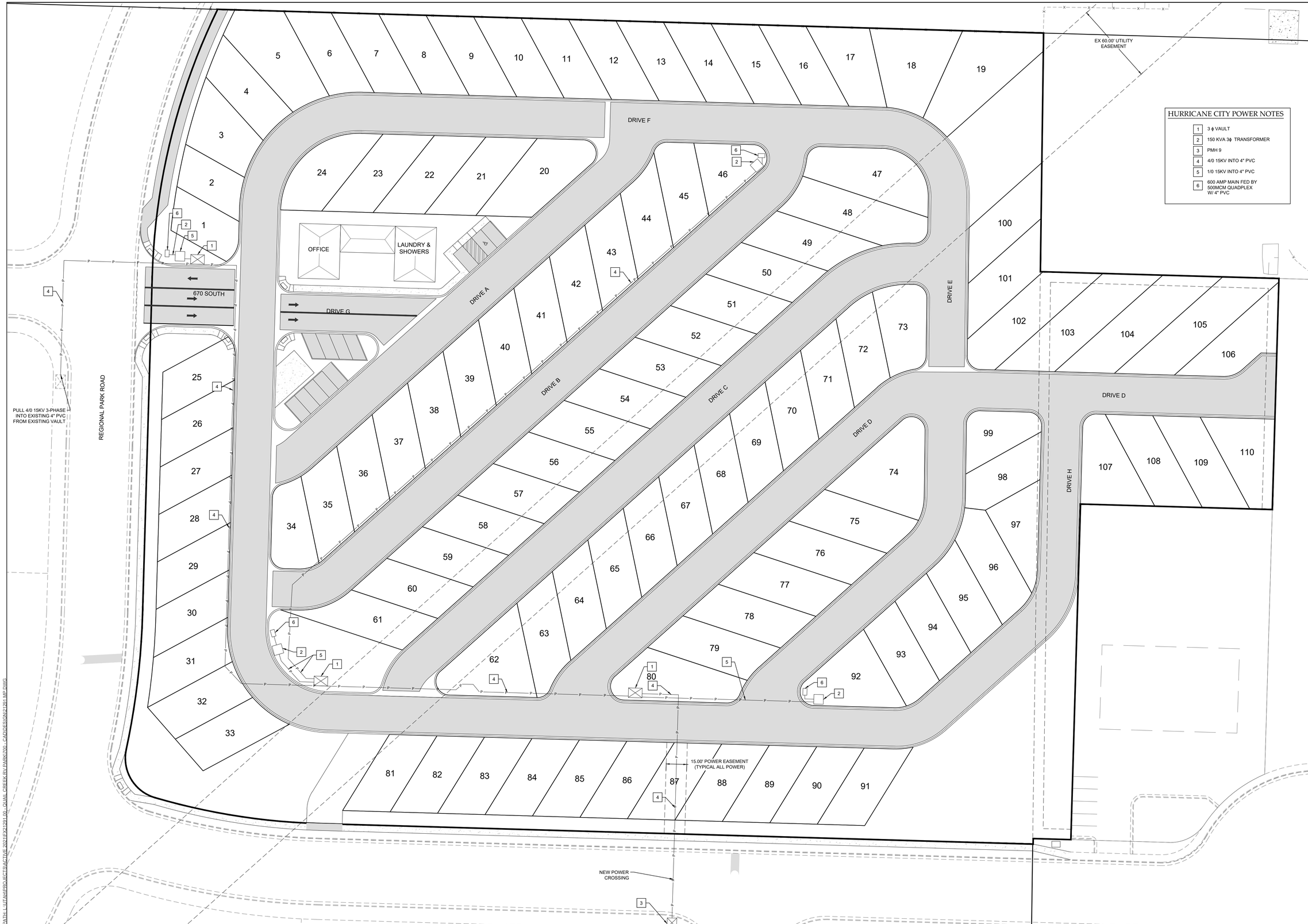
FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	N/A

SHEET
C15

PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG

NOV 2 9 2023



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PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

POWER PLAN

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

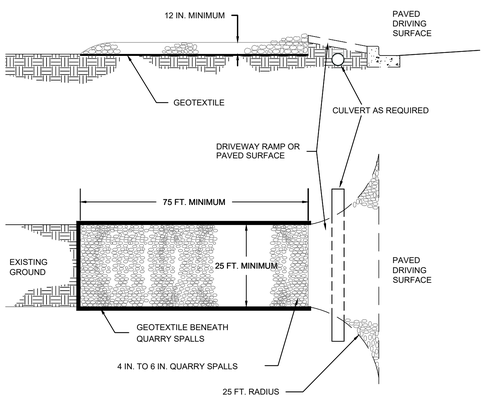
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	1" = 30'
VER SCALE:	N/A
SHEET	

C16

NOV 2 9 2023

PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00_QUAIL CREEK RV PARK\700_CAD\DESIGN\21291.MP.DWG

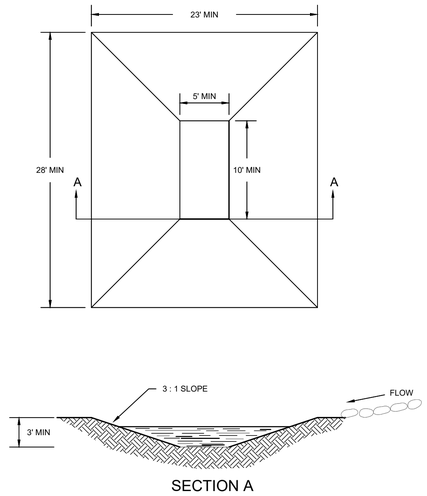
TEMP. CONSTRUCTION ENTRANCE



NOTES:

1. PAD SHALL BE REMOVED AND REPLACED WHEN SOIL IS EVIDENT ON THE SURFACE OF THE PAD OR AS DIRECTED BY THE CITY CLEARING AND GRADING INSPECTOR.
2. PAD SHALL BE INSTALLED IN PLANTING STRIP AS APPROPRIATE.
3. PAD THICKNESS SHALL BE INCREASED IF SOIL CONDITIONS DICTATE OR PER THE DIRECTION OF THE CITY CLEARING AND GRADING INSPECTOR.
4. MINIMUM DIMENSIONS MAY BE MODIFIED AS REQUIRED BY SITE CONDITIONS UPON APPROVAL OF THE CITY CLEARING AND GRADING INSPECTOR.

CONCRETE WASHOUT

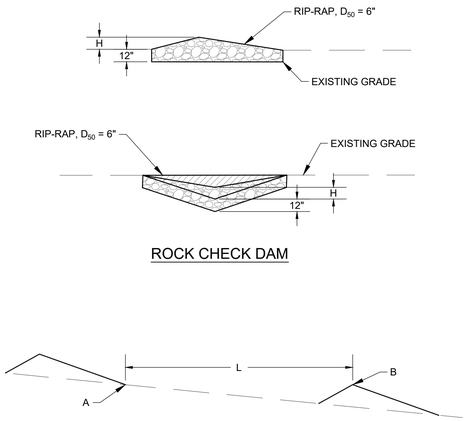


SECTION A

NOTES:

1. INSTALL ADJACENT AND DOWNGRADIENT OF TEMPORARY CONSTRUCTION EXIT OR SINGLE FAMILY DRIVEWAY AND AS CLOSE TO PAVED DRIVING SURFACE AS POSSIBLE.
2. MORE TRUCK TRAFFIC MAY REQUIRE A LARGER AREA. REDUCED TO 6 FT. X 3 FT

CHECK DAM

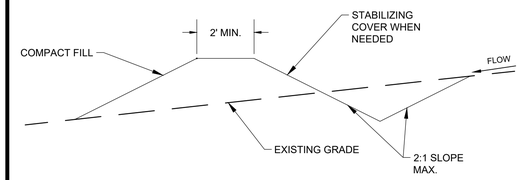


ROCK CHECK DAM

L = THE DISTANCE SUCH THAT POINTS A AND B ARE AT THE SAME ELEVATION.

CHECK DAM SPACING

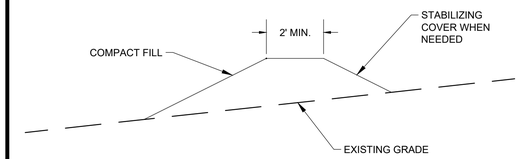
EARTH DIKES AND DRAINAGE SWALES



TYPICAL DRAINAGE SWALE

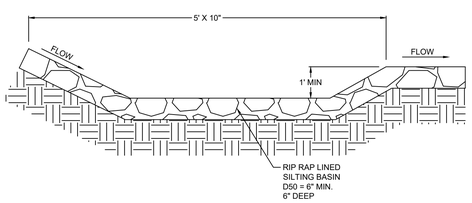
NOTES:

1. STABILIZE INLETS, OUTLETS, AND SLOPES.
2. PROPERLY COMPACT THE SUBGRADE



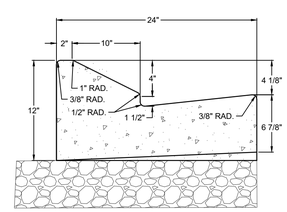
TYPICAL EARTH DIKE

SEDIMENT TRAP



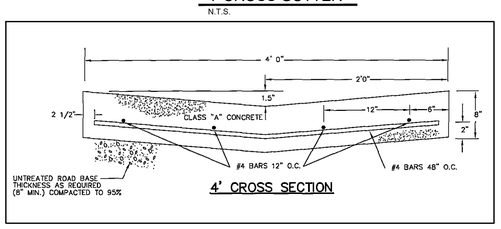
24" MODIFIED CURB & GUTTER

N.T.S.



4' CROSS GUTTER

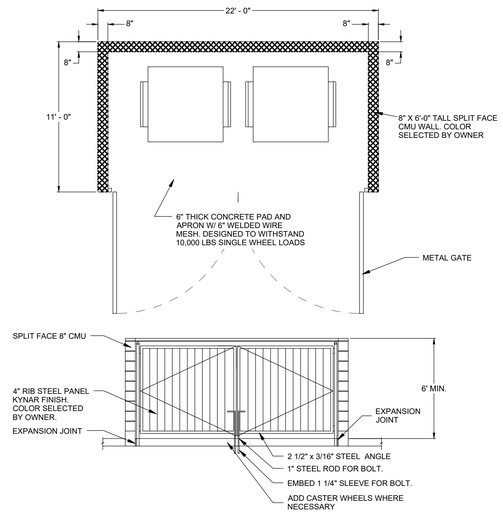
N.T.S.



4' CROSS SECTION

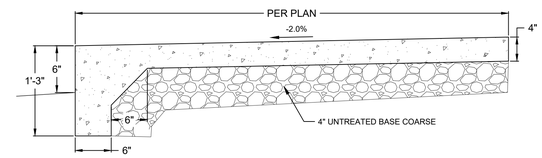
DUMPSTER DETAIL

N.T.S.



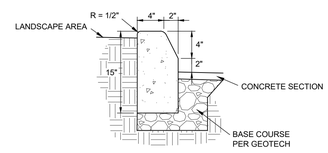
THICKENED EDGE CONCRETE SIDEWALK

N.T.S.



6" TYPE A CURBING

N.T.S.



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PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR	DATE

REVISION

DETAIL SHEET 1

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	N/A
VER SCALE:	N/A

SHEET

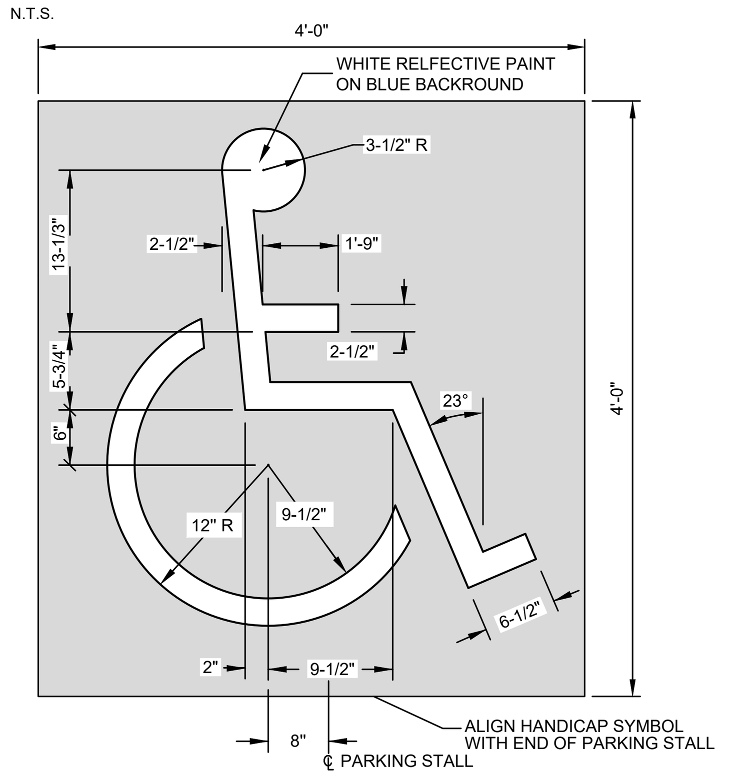
C17

PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG

NOV 2 2023

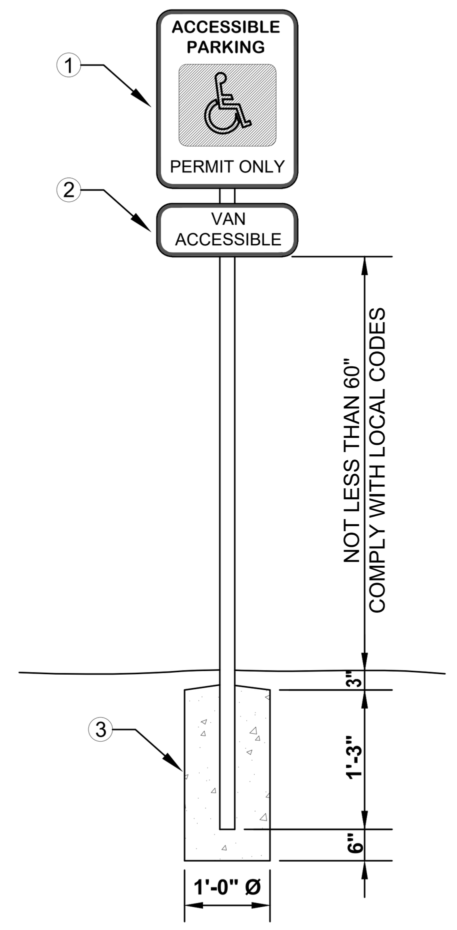
INTERNATIONAL SYMBOL OF ACCESSIBILITY

N.T.S.



ACCESSIBLE PARKING SIGN

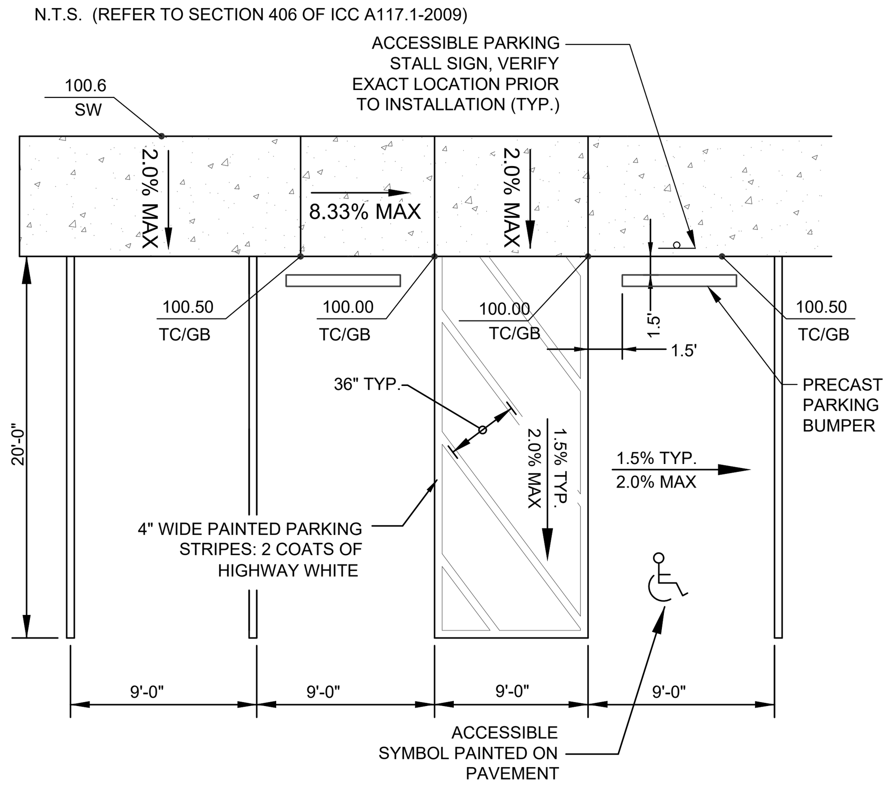
N.T.S.



TYPICAL

ACCESSIBLE PARKING STALL

N.T.S. (REFER TO SECTION 406 OF ICC A117.1-2009)



NOTES:

1. VERIFY SIZE, COLOR, WORDING, ETC. WITH TRAFFIC ENGINEERING DEPARTMENT.

2. ADDITIONAL SIGN REQUIRED AT VAN ACCESSIBLE SPACES ONLY.

3. VERIFY WITH LOCAL CODES & PRACTICES

GENERAL NOTES

A. THE STANDARD CURB-RAMP LAYOUT SHALL BE USED WHENEVER POSSIBLE. ANY DEVIATION FROM THE STANDARD CURB RAMP PLANS SHALL BE APPROVED BY THE CITY ENGINEER OR DESIGNEE ON A CASE BY CASE BASIS.
B. THE STANDARD CURB RAMP DRAWINGS SUPERSEDE ALL PREVIOUS DRAWINGS AND SHALL BE PART OF THE NEW CURB RAMP STANDARD DRAWINGS.
C. ALL ALTERNATE RAMPS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION.
D. SEAL ALL JOINTS ON SIDEWALK AND RAMPS. MAXIMUM WIDTH OF EXPANSION JOINT IS 1/2"

CURB RAMP NOTES

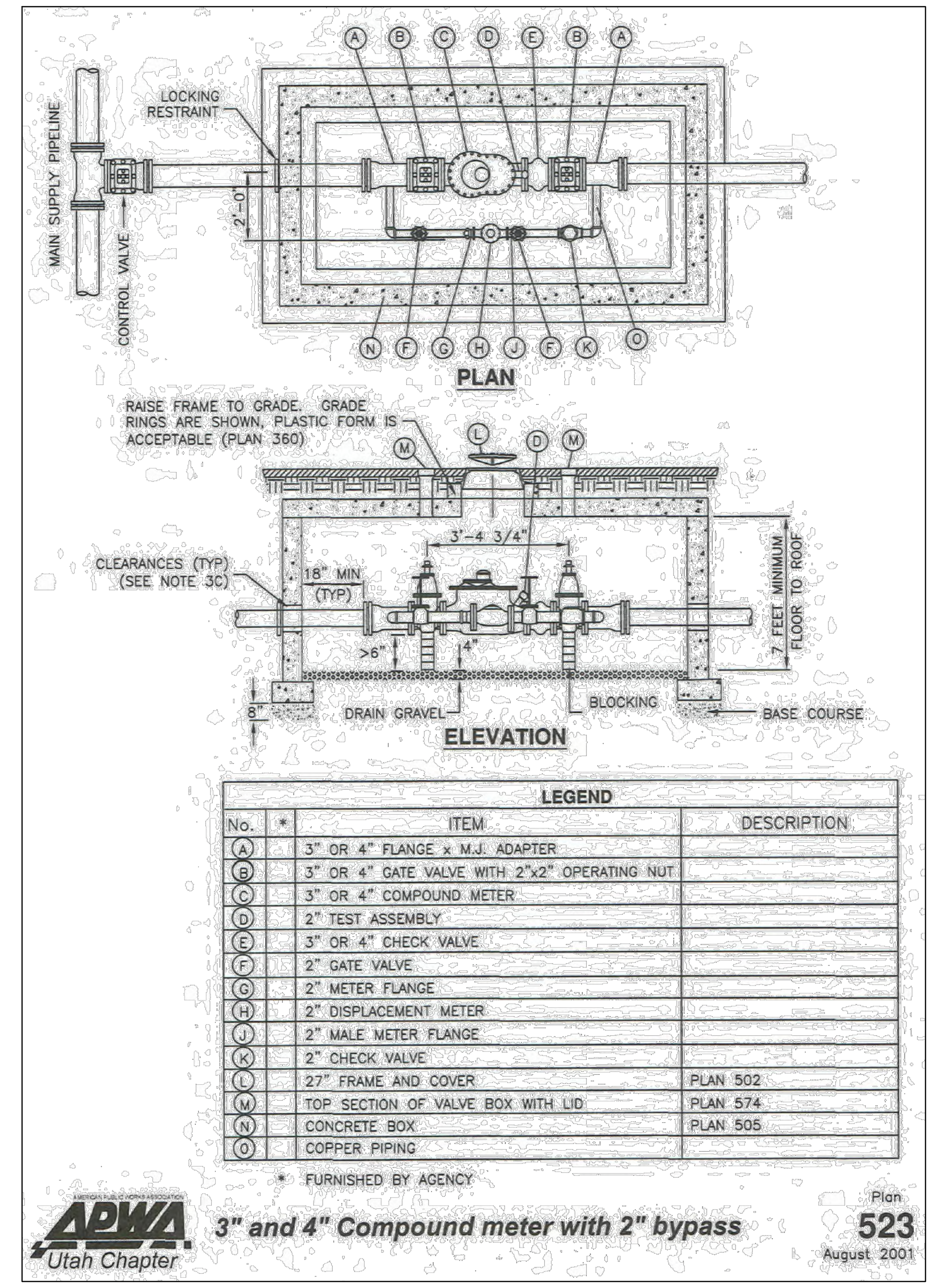
1. A CURB RAMP IS DEFINED AS THE ENTIRE CONCRETE SURFACE WHICH INCLUDES THE RAMP & FLARED SIDES. THE MINIMUM 4' WIDE CENTER PORTION, INCLUDING THE DETECTABLE SURFACE, SHALL HAVE A SLOPED PLANE OF 8.33% (1:12) MAXIMUM, AND CROSS SLOPE, NOT TO EXCEED 2%. THE "FLARED SIDE" OF THE RAMP SHALL LIE ON A SLOPE OF 10% (1:10) MAXIMUM MEASURED ALONG THE CURB. THE CURB RAMP SHALL HAVE A SURFACE TOLERANCE OF 1/4" PER 10 FOOT STRAIGHT EDGE MAXIMUM.
2. THE RAMP CENTER LINE AND PATH OF TRAVEL SHOULD BE PARALLEL TO THE SIDEWALK WHENEVER POSSIBLE. THE FULL WIDTH OF THE RAMP SHALL LIE WITHIN THE CROSSWALK AREA. IT IS DESIRABLE THAT THE LOCATION OF THE RAMP BE AS CLOSE AS POSSIBLE TO THE CENTER OF THE CROSSWALK.
3. THE 4'-0" MIN. DISTANCE BETWEEN FLARED SIDES OF THE TWO ADJACENT CURB RAMPS MAY BE REDUCED TO 3'-0" WITH DOCUMENTATION OF HARDSHIP INDICATING LEGAL AND OR PHYSICAL CONSTRAINTS PROVIDED TO THE CITY ENGINEER.
4. EXISTING UTILITY BOXES AND COVERS SHALL BE ADJUSTED FLUSH WITH THE CURB RAMP SURFACE AND SHALL NOT STRADDLE ANY CHANGE IN PLANE OR MATERIAL. EXISTING UTILITY BOX FRAMES AND COVERS SHALL HAVE MATCHING SURFACE FINISH ON THE ENTIRE FRAME AND COVER. NEW UTILITY BOXES SHALL NOT BE PLACED WITHIN THE DETECTABLE BORDER.
5. THE SURFACE OF THE CURB RAMP AND DETECTABLE SURFACE MATERIAL SHALL BE STABLE, FIRM AND SLIP RESISTANT. THE CONCRETE CURB RAMP SURFACE SHALL BE BROOM FINISHED TRANSVERSE TO THE AXIS OF THE RAMP AND SHALL BE SLIGHTLY ROUGHER THAN THE FINISH OF THE ADJACENT SIDEWALK SURFACE.
6. A LEVEL LANDING 5'-0" DEEP, WITH A 2% MAXIMUM SLOPE IN EACH DIRECTION SHALL BE PROVIDED AT THE UPPER END OF EACH CURB RAMP TO ALLOW SAFE EGRESS FROM THE RAMP SURFACES. THE WIDTH OF THE LEVEL LANDING SHALL BE AT LEAST AS WIDE AS THE WIDTH OF THE RAMP. A LEVEL LANDING 4' DEEP SHALL BE PROVIDED AT ALL PEDESTRIAN PUSH BUTTONS AT SIGNALIZED CROSSINGS.
7. EXISTING VERTICAL UTILITY POLES OR STREET LIGHT POLES MAY BE INCORPORATED INTO THE FLARED SIDES, IF NECESSARY. THE VERTICAL OBSTRUCTION SHALL BE A MINIMUM OF 6 INCHES AWAY FROM EDGE OF THE RAMP. PEDESTRIAN CROSSWALKS PUSH BUTTON POLES, FIRE DEPARTMENT CALL BOXES AND OTHER POLES WITH ACTIVATED DEVICES, MAY NOT BE PLACED IN THE CURB-RAMP AT ANY TIME. NO NEW VERTICAL OBSTRUCTIONS MAY BE LOCATED IN THE CURB RAMP OR THE GROOVED BORDER.
8. RAMP OPENING SHALL BE THE SAME WIDTH AS THE SIDEWALK, UP TO 6'-0" WIDE
9. CURB RAMP SHALL BE CONSTRUCTED WITH 8" THICK CONCRETE AT COLLECTOR AND ARTERIAL STREETS; AND WITH 6" THICK CONCRETE AT RESIDENTIAL STREET. ALL ON TOP OF 2" SAND CUSHION.CURB RAMPS WILL EXTEND A MAXIMUM OF 8'-8" FROM FACE OF CURB TO THE BEGINNING OF THE LANDING OR CONNECTING SIDEWALK. ALL CONSTRUCTION FROM 8'-8" (MAXIMUM) BEHIND THE FACE OF CURB WILL BE PAID AS SIDEWALK. ALL LANDINGS AND INCIDENTAL CONNECTIONS WILL BE PAID AS SIDE WALK AND WILL BE CONSTRUCTED OF 4" THICK CONCRETE
10. FOR NEW CONSTRUCTION -- ALL DETECTABLE WARNINGS ARE TO BE SET IN CONCRETE. SURFACE APPLIED DOMES REQUIRE SPECIAL WRITTEN APPROVAL BY THE CITY ENGINEER.

SIDEWALK NOTES

1. MINIMUM SIDEWALK WIDTH SHALL BE AS FOLLOWS: RESIDENTIAL, 5'-0" AT CURB, 4'-0" AT PROPERTY LINE; COMMERCIAL, 6'-0" AT CURB, 5'-0" AT PROPERTY LINE.
2. SIDEWALK SLOPE SHALL BE A MAXIMUM OF 2% AND A MINIMUM OF 1/2% CROSS SLOPE.
3. WHENEVER THE WIDTH OF THE SIDEWALK IS LESS THAN 5'-0", A 5' X 5' PASSING AREA WITH A MAXIMUM 2% SLOPE AND MINIMUM 1/2% SLOPE IN ANY DIRECTION AT INTERVALS OF 200' SHALL BE INSTALLED.
4. WHENEVER CHANGING DIRECTION IN A SIDEWALK, INSTALL A 5' X 5' PASSING AREA WITH MAXIMUM 2% SLOPE AND MINIMUM 1/2% SLOPE IN ANY DIRECTION.
5. OBJECTS SUCH AS TREE BRANCHES, SIGNS, WATER FOUNTAINS, ETC. SHALL NOT PROTRUDE INTO THE SIDEWALK MORE THAN 4" AT THE HEIGHTS BETWEEN 27" AND 80".
5. SIDEWALK SHALL BE CONSTRUCTED OF 4" THICK CONCRETE ON TOP OF UNTREATED BASE COURSE PER GEOTECH.
6. ALL OBSTRUCTIONS INTO THE WALK, SUCH AS POWER POLES, HYDRANTS, SIGN POSTS, ETC. MUST HAVE AT LEAST 48" OF CLEAR TRAVEL SPACE AROUND THE OBSTRUCTION.
7. PROVIDE CONTRACTION JOINTS IN SIDEWALK AT MAXIMUM 5' SPACING. MATCH JOINTS IN CURB AND GUTTER.
8. PROVIDE EXPANSION JOINTS IN SIDEWALK AT MAXIMUM 50' SPACING. MATCH JOINTS IN CURB AND GUTTER.
9. PLACE TRUNCATED DOME DETECTABLE WARNING SURFACE IN THE LOWER 2' OF THE THROAT OF RAMP ONLY. ARRANGE DOMES USING IN-LINE PATTERN ONLY AS SHOWN IN DETAIL. COLOR OF TEXTURE TO BE SAFETY YELLOW, OR AS DIRECTED BY ENGINEER.
10. SIDEWALK CURB RAMP SLOPES SHOWN RELATIVE TO TRUE LEVEL HORIZON (ZERO BUBBLE.) TOOLED JOINTS ARE REQUIRED AT ALL SIDEWALK RAMP SLOPE BREAK-LINES.

AMERICANS WITH DISABILITIES ACT

1. ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.00% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
2. THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.
3. PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
   *ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM CROSS SLOPE.
   *ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
   *RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE

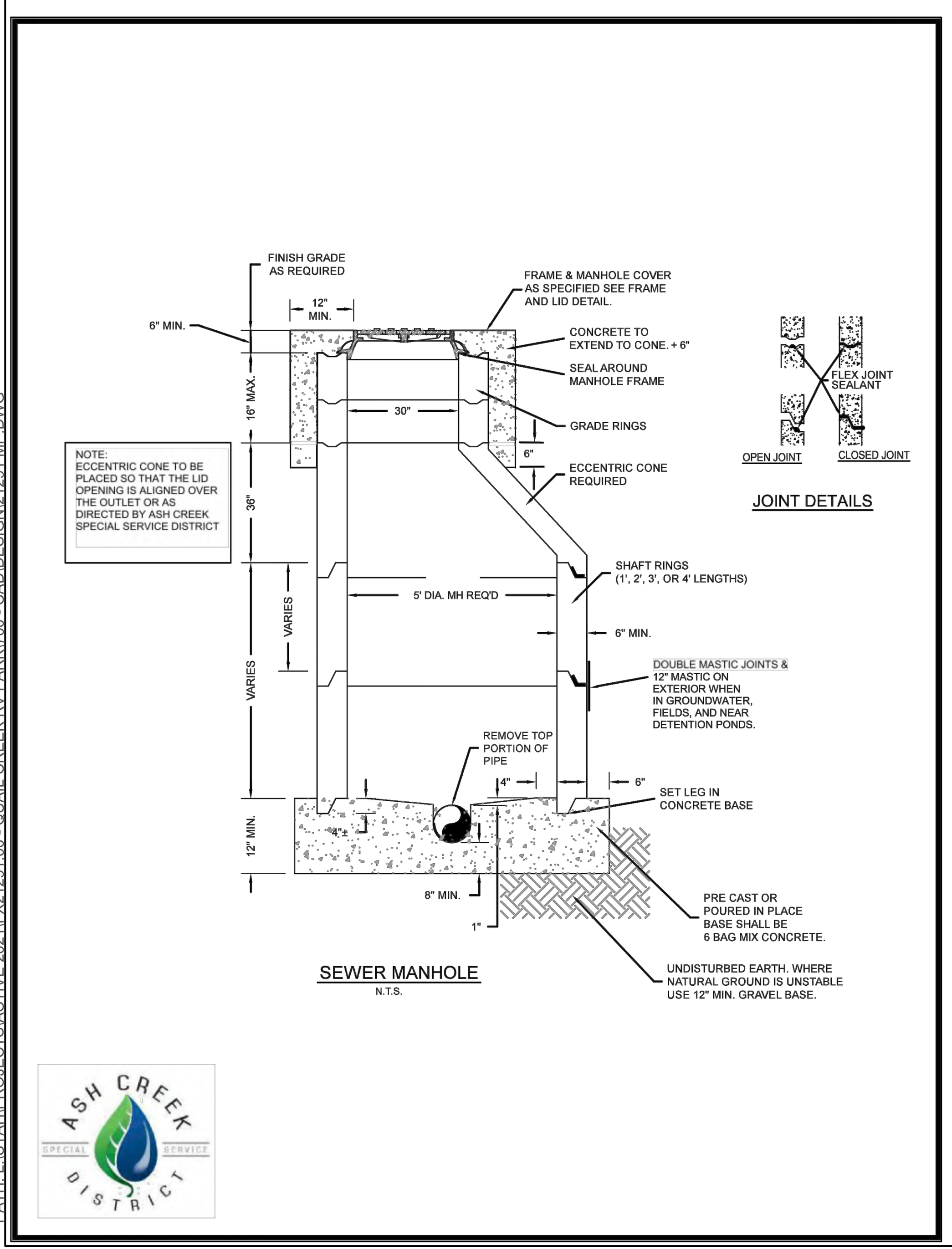


LEGEND

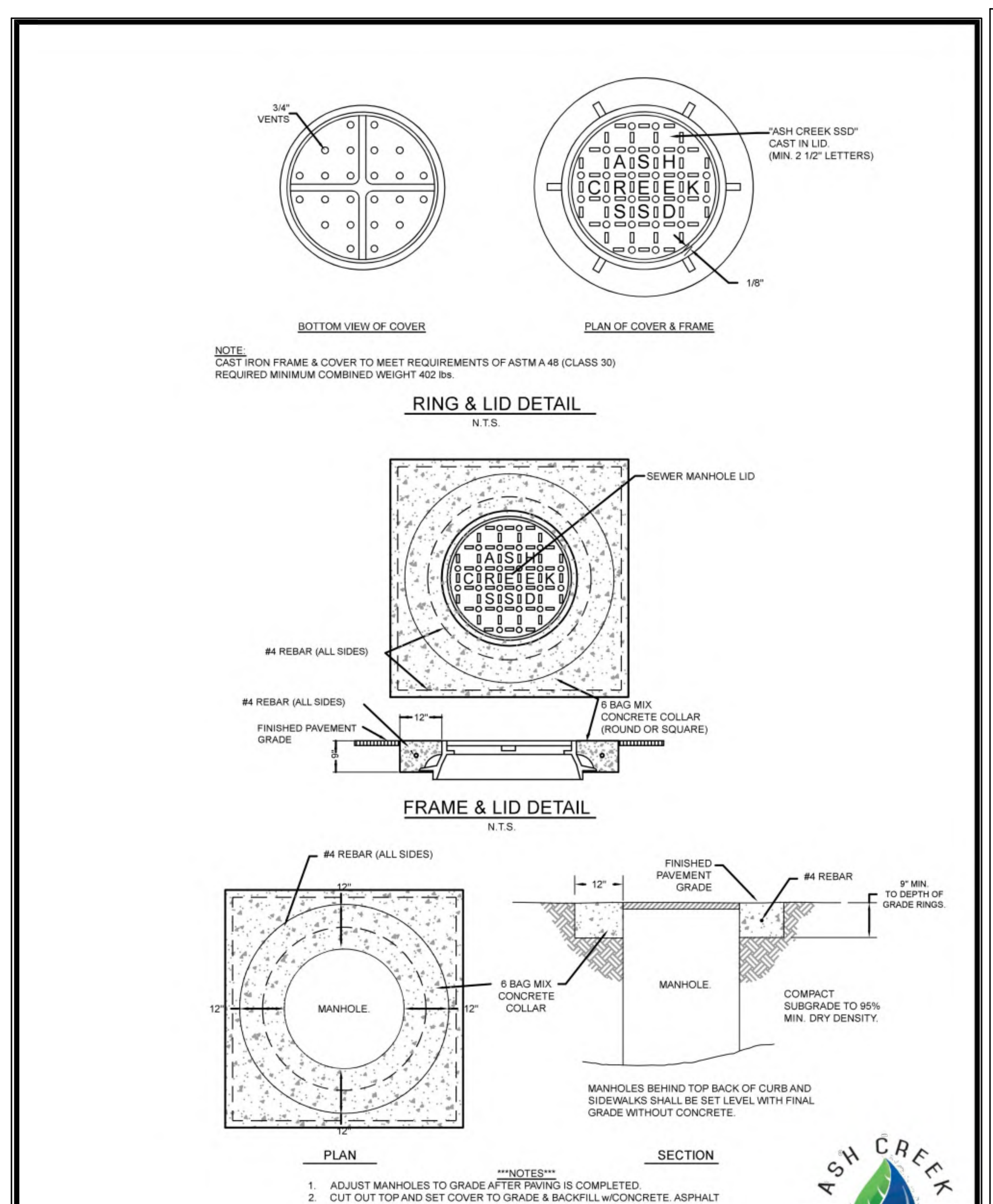
No.	*	ITEM	DESCRIPTION
A		3" OR 4" FLANGE x M.J. ADAPTER	
B		3" OR 4" GATE VALVE WITH 2"x2" OPERATING NUT	
C		3" OR 4" COMPOUND METER	
D		2" TEST ASSEMBLY	
E		3" OR 4" CHECK VALVE	
F		2" GATE VALVE	
G		2" METER FLANGE	
H		2" DISPLACEMENT METER	
J		2" MALE METER FLANGE	
K		2" CHECK VALVE	
L		27" FRAME AND COVER	PLAN 502
M		TOP SECTION OF VALVE BOX WITH LID	PLAN 574
N		CONCRETE BOX	PLAN 505
O		COPPER PIPING	

* FURNISHED BY AGENCY

APWA Utah Chapter **3" and 4" Compound meter with 2" bypass** Plan 523 August 2001

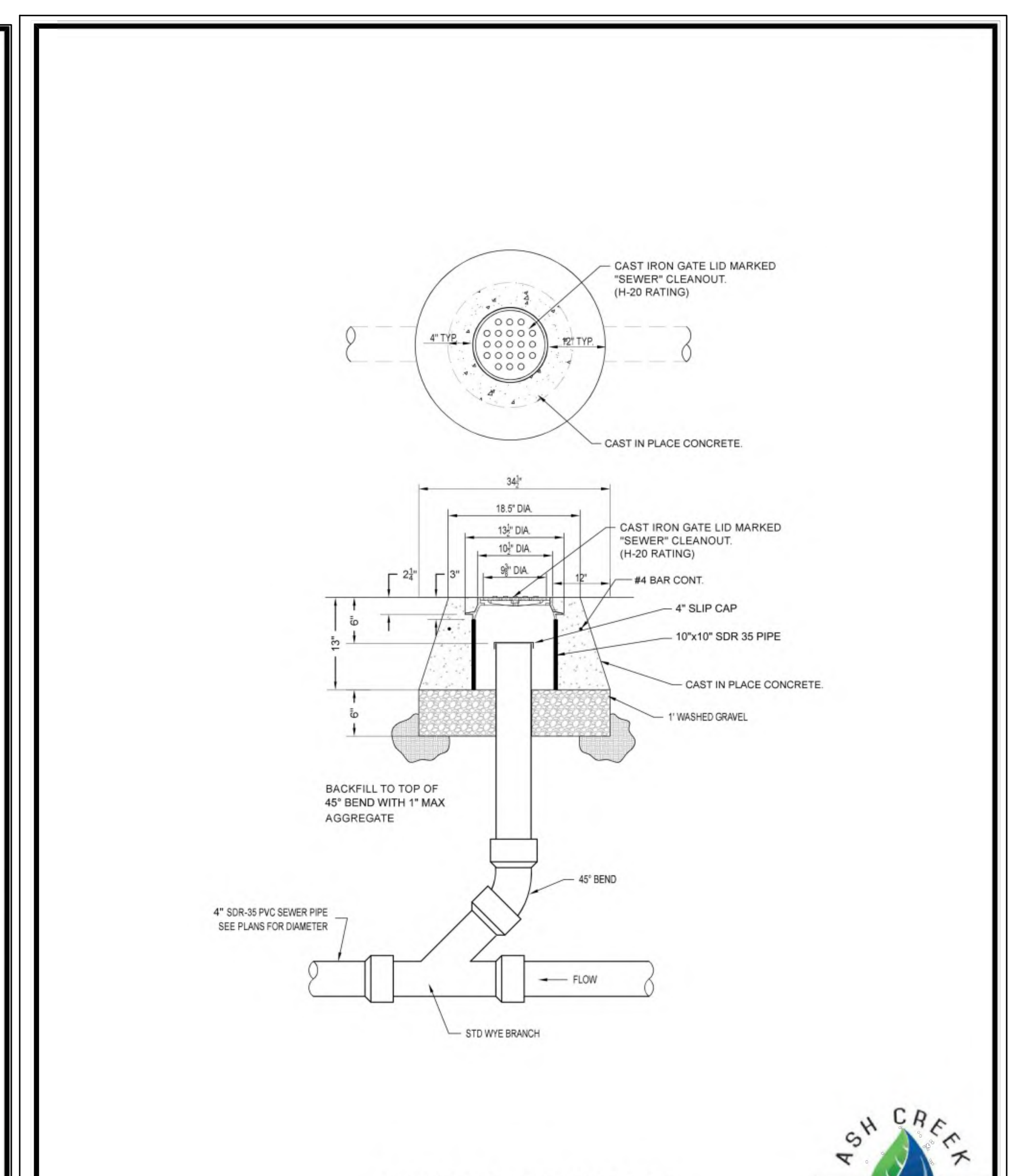


SEWER MANHOLE
N.T.S.

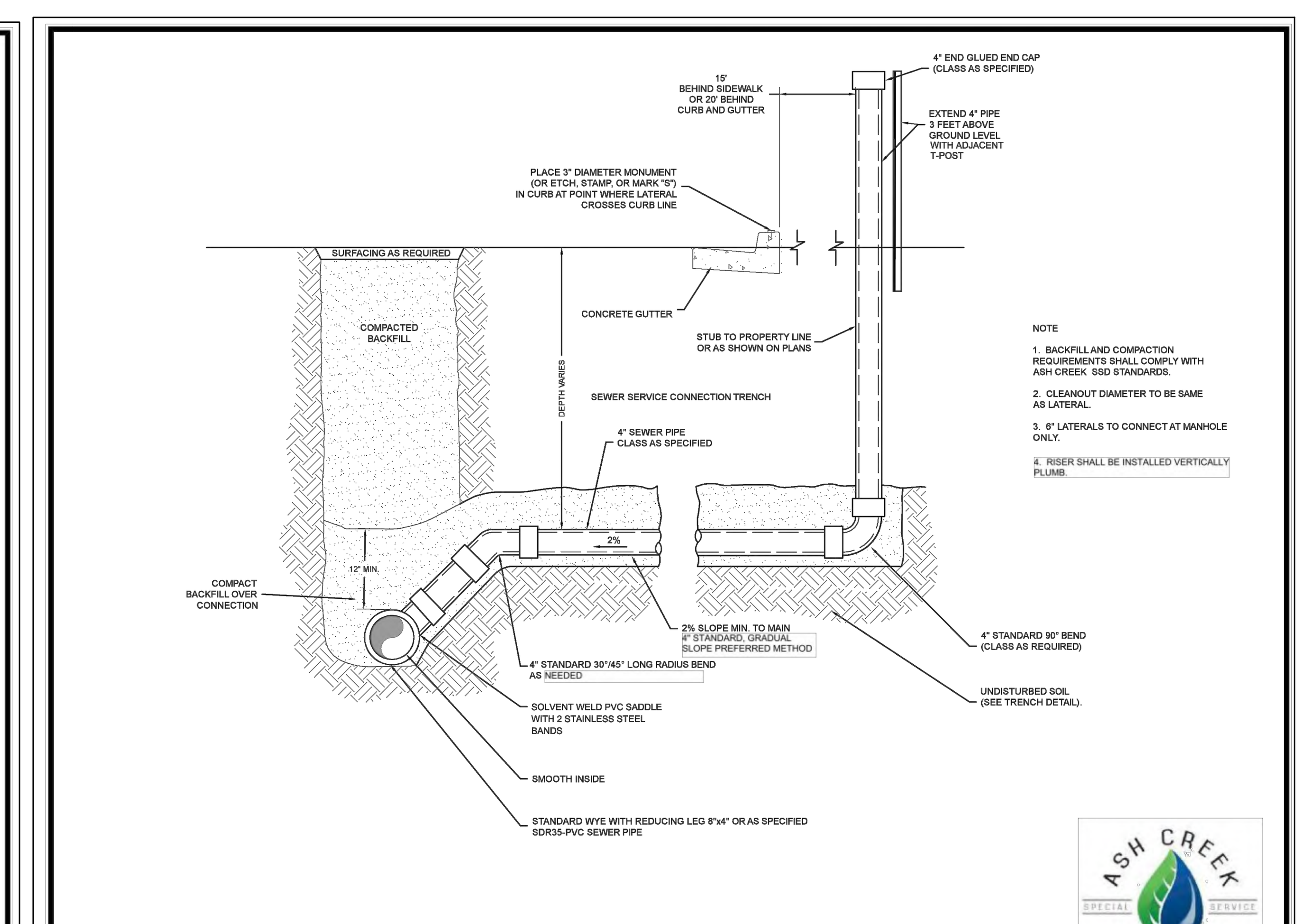


NOTES
1. ADJUST MANHOLES TO GRADE AFTER PAVING IS COMPLETED.
2. CUT OUT TOP AND SET COVER TO GRADE & BACKFILL w/CONCRETE. ASPHALT SHALL BE SAW CUT IN STRAIGHT UNIFORM LINES.

MANHOLE~ADJUSTMENT TO GRADE
N.T.S.



SEWER CLEANOUT W/LID DETAIL
N.T.S.



NOTE
1. BACKFILL AND COMPACTION REQUIREMENTS SHALL COMPLY WITH ASH CREEK SSD STANDARDS.
2. CLEANOUT DIAMETER TO BE SAME AS LATERAL.
3. 6" LATERALS TO CONNECT AT MANHOLE ONLY.
4. RISER SHALL BE INSTALLED VERTICALLY PLUMB.

SEWER SERVICE CONNECTION DETAIL
N.T.S.

PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG

CivilScience
Engineers / Surveyors / Solutions
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435.986.0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
08/15/2023
STATE OF UTAH

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REVISION

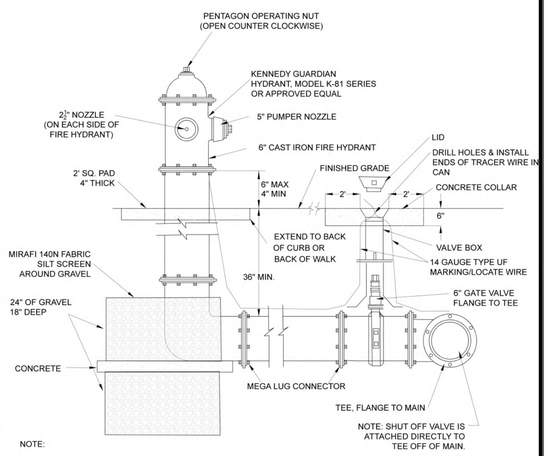
NO.	DESCRIPTION	BY	APR.	DATE

DETAIL SHEET 2

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET HOR SCALE: VER SCALE:	N/A N/A
SHEET	C18

NOV 2 9 2023



NOTE:

IN GENERAL, HYDRANTS SHALL BE PLACED A MINIMUM OF 6" AND A MAXIMUM OF 12" BEHIND SIDEWALK. WHERE A PLANTER STRIP IS USED, HYDRANT MAY BE PLACED IN CENTER PROVIDED WIDTH OF PLANTER IS 4' OR GREATER

STANDARD FIRE HYDRANT

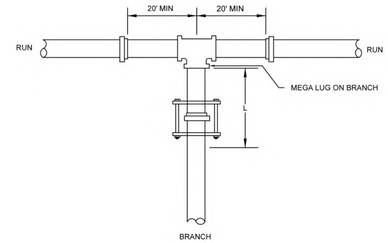
N.T.S.

CITY OF HURRICANE

REVISIONS		
DATE	DESCRIPTION	BY

STANDARD FIRE HYDRANT DETAILS

STANDARD DWG. NO. WD 302 | 1 OF 1
APPROVED:
DATE: APRIL 2020 BY: H.C.E.



RUN SIZE DIAMETER

BRANCH SIZE DIAMETER	4	6	8	10	12	14	16	18	20	24
4	*	*	*	*	*	*	*	*	*	*
6		*	*	*	*	*	*	*	*	*
8			*	*	*	*	*	*	*	*
10				10	*	*	*	*	*	*
12					28	12	*	*	*	*
14						44	30	17	3	*
16							61	48	35	10
18								77	65	41
20									93	70
24										124

* - FOR THIS CONDITION NEED ONLY RESTRAIN THE BRANCH OUTLET OF THE TEE.

RESTRAINED LENGTHS, "L" (IN FEET)

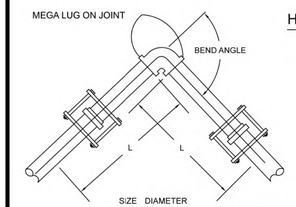
1. RESTRAIN THE TWO MECHANICAL JOINTS ON THE RUN SIDES OF THE TEE. THERE SHOULD BE A FULL 20' LENGTH OF PIPE INSTALLED ON EACH SIDE OF THE RUN.
2. ALL JOINTS WITHIN THE LENGTH "L" ON THE BRANCH MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS ON PUSH-ON PIPE PER CITY SPECIFICATION.
3. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

STANDARD TEE FOR PVC RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. WD 306 | 1 OF 1
APPROVED:
DATE: OCT. 2020 BY: H.C.E.



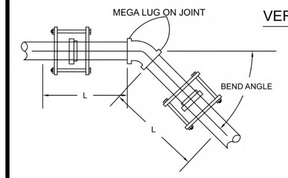
HORIZONTAL BEND

1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

SIZE DIAMETER

BEND ANGLE	4	6	8	10	12	14	16	18	20
11.25	2	3	4	5	6	6	7	8	8
22.5	4	6	8	9	11	12	14	15	17
45	9	12	16	19	22	25	28	31	34
90	20	28	37	44	52	60	67	74	81

RESTRAINED LENGTHS, "L" (IN FEET)



VERTICAL DOWN BEND

1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

SIZE DIAMETER

BEND ANGLE	4	6	8	10	12	14	16	18	20
11.25	5	8	11	13	15	18	20	22	24
22.5	12	17	22	26	31	35	39	44	48
45	24	34	45	53	63	72	81	90	99

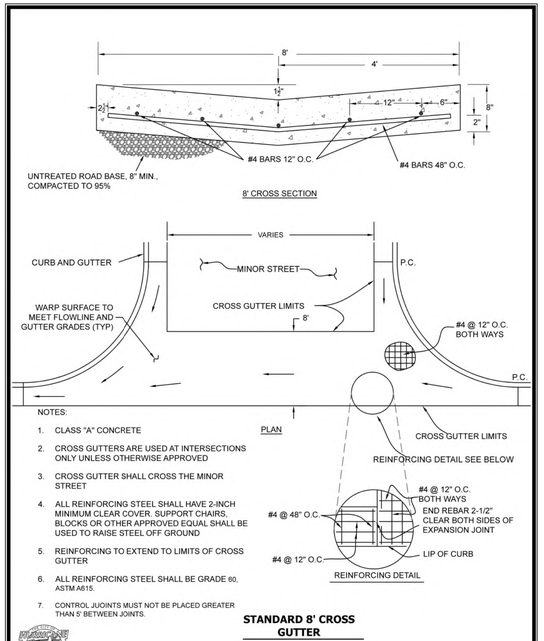
RESTRAINED LENGTHS, "L" (IN FEET)

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

STANDARD BENDS FOR PVC RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. WD 307 | 1 OF 1
APPROVED:
DATE: OCT. 2020 BY: H.C.E.



NOTES:

1. CLASS "A" CONCRETE
2. CROSS GUTTERS ARE USED AT INTERSECTIONS ONLY UNLESS OTHERWISE APPROVED
3. CROSS GUTTER SHALL CROSS THE MINOR STREET
4. ALL REINFORCING STEEL SHALL HAVE 2-INCH MINIMUM CLEAR COVER. SUPPORT CHAIRS, BLOCKS OR OTHER APPROVED EQUAL SHALL BE USED TO RAISE STEEL OFF GROUND
5. REINFORCING TO EXTEND TO LIMITS OF CROSS GUTTER
6. ALL REINFORCING STEEL SHALL BE GRADE 60, ASTM A615.
7. CONTROL JUOINTS MUST NOT BE PLACED GREATER THAN 5' BETWEEN JOINTS.

STANDARD 8' CROSS GUTTER

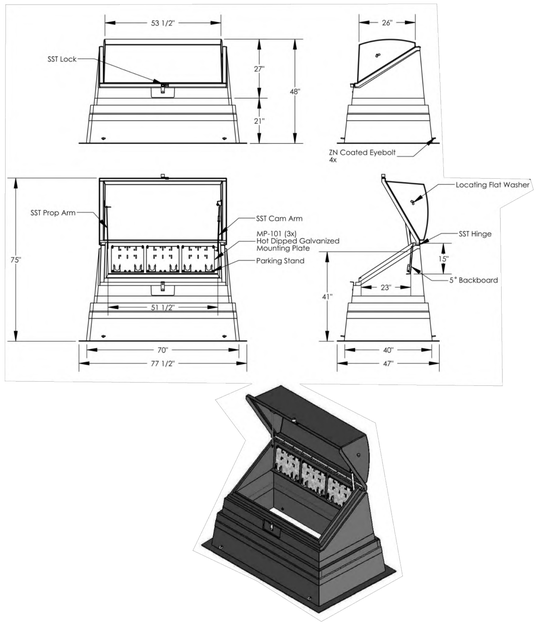
N.T.S.

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

STANDARD 8' CROSS GUTTER

STANDARD DWG. NO. CG 100 | 1 OF 1
APPROVED:
DATE: APRIL 2020 BY: H.C.E.



HURRICANE CITY UTAH

3 PHASE SECTIONALIZING CABINET

CITY OF HURRICANE POWER DEPARTMENT STANDARD DRAWINGS

STANDARD DRAWING NO. DR-15

CivilScience
Engineers / Surveyors / Solutions
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ST. GEORGE, UT 84770
435.986.0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

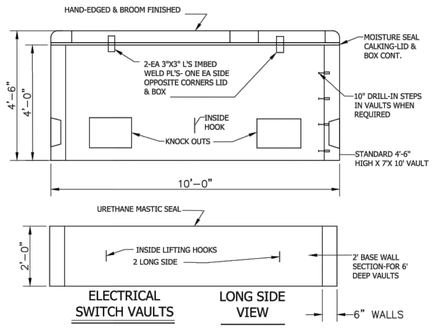
DETAIL SHEET 3

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	N/A
VER SCALE:	N/A
SHEET	C19

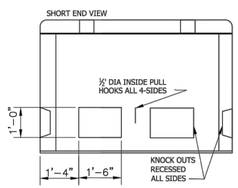
PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CADD\DESIGN\21291.MP.DWG

NOV 2 2 2023



ELECTRICAL SWITCH VAULTS

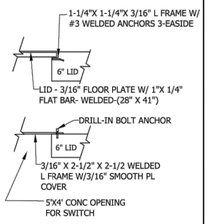
LONG SIDE VIEW



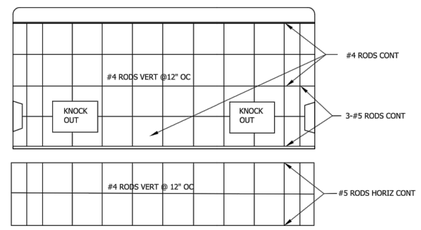
TEMPORARY FILL - IN PL FOR LARGE OPENING

NOTES

1. ALL STEEL - PAINTED W/-1 COAT RED PRIMER 2- COATS- GRAY ENAMEL FINISH.

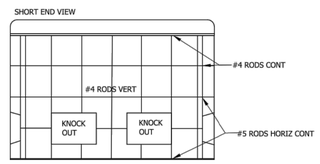


DR-1



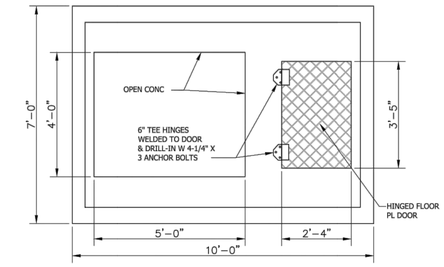
ELECTRICAL SWITCH VAULTS

LONG SIDE VIEW

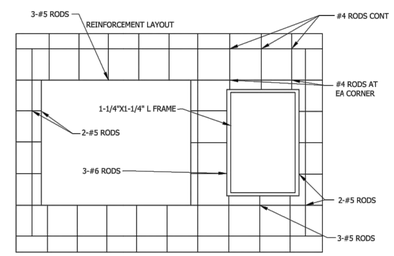


REINFORCEMENT DESIGN

DR-2



TOP VIEW CONC LID LAYOUT



ELECTRICAL SWITCH VAULTS

DR-3

NOTES

* 1" DIA GALV BOLT - 3' LONG

* 1" DIA PVC CONDUIT

* 40' STANDARD HURRICANE CITY SPEC LIGHT BASE

* 6-#6 RODS VERTICAL

* 7-#3 RING AT 12" OC CONT 60 GRADE REBAR

#4,000 PSI CONC 28DAYS

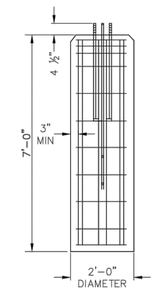
* #6 COPPER GROUND WIRE

* 7' BASE USED FOR PARKING LIGHT BASES

CEMENT PLASTER-FINISH

*MINIMUM REBAR USED: FOR 35' HIGH & UNDER
6-#5 RODS VERT
7-#3 RINGS AT 17" OC
FOR 40' HIGH & ABOVE
6-#6 RODS VERT
7-#3 RINGS AT 12" OC

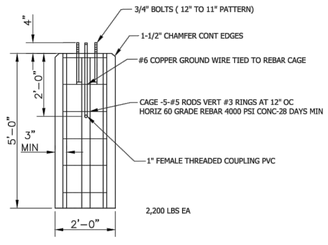
* 1" DIA PVC CONDUIT 24" BELOW GRADE OR TO DESIGN SPEC'S



HURRICANE CITY - 7' BASES

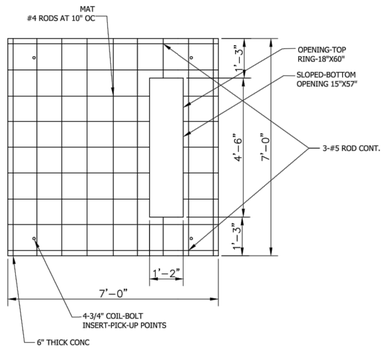
DR-4

HURRICANE CITY -5' BASES



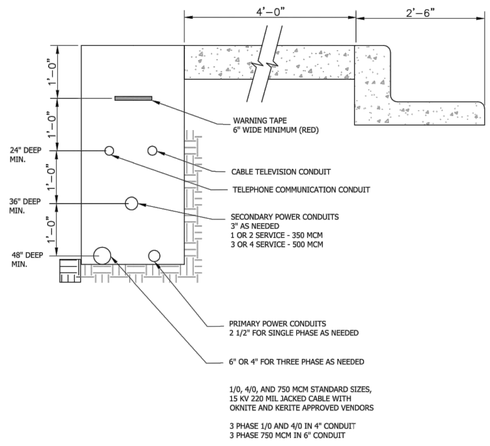
HURRICANE CITY - 5' BASES

DR-5



3-PH TRANSFORMER PAD POWER

DR-6

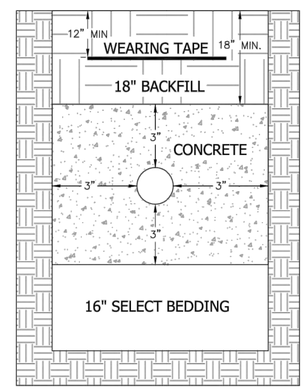


NOTES

1. THIS TRENCH IS TO BE LOCATED ON THE NORTH OR WEST SIDE. GAS TRENCH ON EAST AND SOUTH SIDE.
2. BURIAL DEPTH MEASURED TO CENTER OF CONDUIT.

JOINT UTILITIES TRENCH DETAIL

DR-7



NOTE

WARNING TAPE SIX (6") RED SHALL BE INSTALLED TWELVE INCHES (12") BELOW FINAL GRADE FOR THE LENGTH OF THE ENTIRE TRENCH.

CONCRETE ENCASED CONDUIT

DR-8

CivilScience
Engineers / Surveyors / Solutions
14453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

DETAIL SHEET 4

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

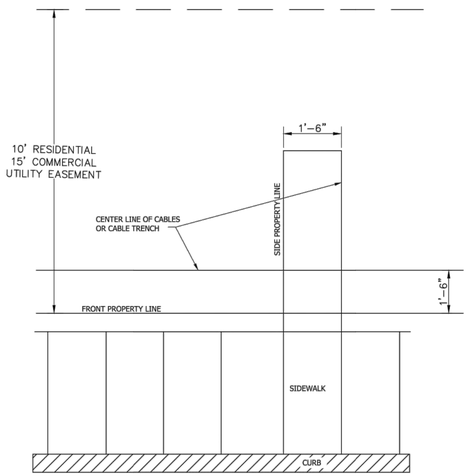
PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	N/A
VER SCALE:	N/A

SHEET

C20

NOV 2 2 2023

PATH:L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.01 - QUAIL CREEK RV PARK\700 - CAD\DES\SN\21291 MP.DWG

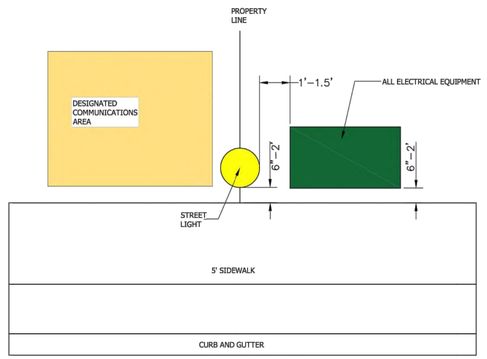


NOTES

1. IF SIDEWALK DOES NOT EXIST OR IS NOT PLANNED FOR, PLACE EQUIPMENT AS THOUGH THE CURB WERE EDGE OF SIDEWALK ON THE ABOVE.

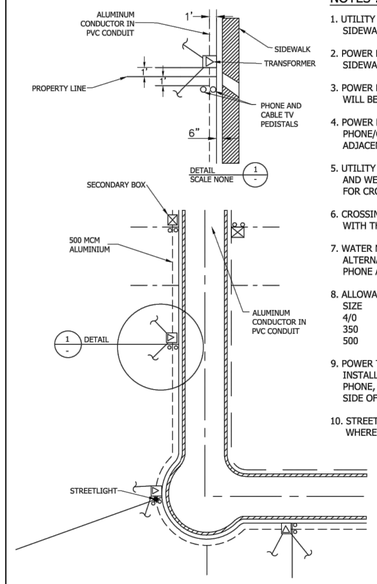
UNDERGROUND CABLE FRONT
LOT LINE CONSTRUCTION

DR-9



UNDERGROUND CABLE FRONT
LOT LINE CONSTRUCTION

DR-10



NOTES :

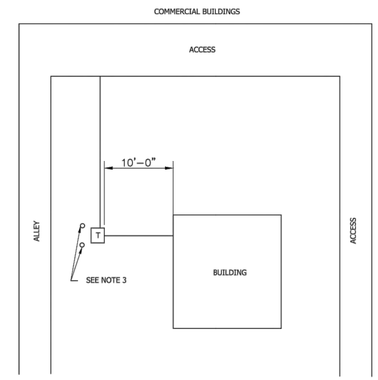
1. UTILITY TRENCH WILL BE 1'-0" BEHIND SIDEWALK.
2. POWER BOXES WILL BE WITHIN 6" OF SIDEWALK.
3. POWER BOXES AND PHONE/CABLE TV BOX WILL BE WITHIN 1'-0" OF PROPERTY LINE.
4. POWER BOXES WILL BE ON ONE PROPERTY PHONE/CABLE TV WILL BE PLACED ON ADJACENT PROPERTY.
5. UTILITY TRENCH WILL BE ON THE NORTH AND WEST SIDE OF THE STREET EXCEPT FOR CROSSINGS.
6. CROSSINGS SHALL RUN AT A 90° ANGLE WITH THE ROAD.
7. WATER METERS WILL BE LOCATED ON ALTERNATE LOT LINES FROM POWER, PHONE AND CABLE TV WHERE POSSIBLE.
8. ALLOWABLE WIRE SIZE AND CONNECTION

SIZE	CONNECTIONS (MAX)
4/0	1
350	2
500	4

9. POWER TRANSFORMER OR SECONDARY BOX INSTALL ON RIGHT SIDE OF PROPERTY LINE PHONE, CABLE TV PEDESTAL ON THE LEFT SIDE OF PROPERTY LINE.
10. STREETLIGHT TO SET ON PROPERTY LINE WHERE POSSIBLE

HURRICANE POWER PLACEMENT
N.T.S.

DR-11



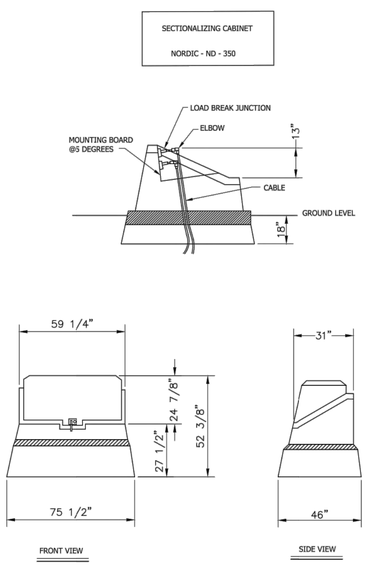
NOTES

1. URG POWER DESIGN AND INSTALLATION FOR COMMERCIAL BUILDING DEVELOPMENTS SHALL BE PERFORMED TO FRONT LOTS SPECIFICATIONS AS MUCH AS POSSIBLE, SEE DRAWING LABELED "UNDERGROUND CABLES FRONT LOT LINE CONSTRUCTION" OF THESE SPECIFICATIONS.

2. IF EQUIPMENT CAN NOT BE PLACED ALONG FRONT LOT OR ACCESS WAYS, IT SHALL BE PLACED ACCORDING TO THE

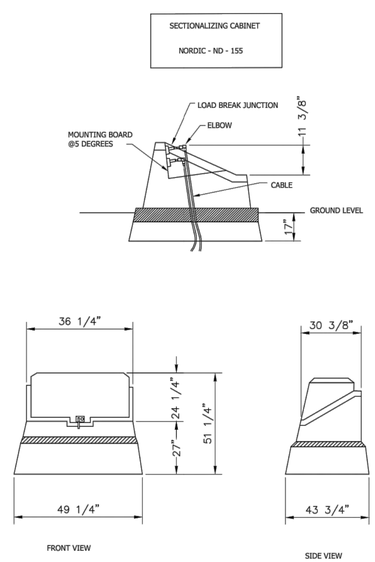
3. IF TRANSFORMER IS PLACED IN A DRIVEWAY OR NEAR A PASSAGE, BOLLARDS OR PILEON SHALL BE PLACED AS SHOWN.

DR-12

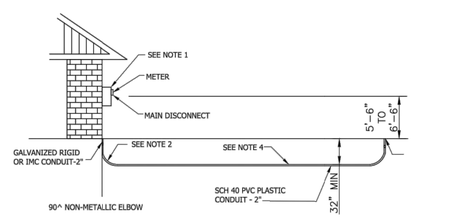


SECTIONALIZING CABINET

DR-13



DR-14



NOTES

1. METER MOUNTING PROVISION ONLY. MAIN DISCONNECTING MEANS REQUIRED ELSEWHERE.

2. MINIMUM RADIUS OF BEN EIGHTEEN INCHES (18").

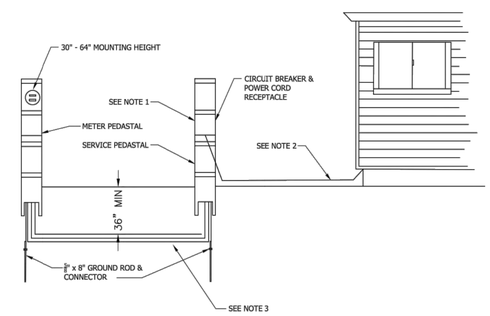
3. SERVICE CONDUCTORS TO EXTEND FROM THE METER MOUNTING PROVISION TO THE END OF THE CONDUIT. IN ADDITION, A 5' LENGTH OF CABLE SHALL BE LEFT BEYOND THE END OF THE CONDUIT FOR THE CITY POWER DEPARTMENT TO MAKE ITS CONNECTIONS. CABLE ENDS TO BE SEALED.

4. PLASTIC OR IMC CONDUIT - 2", CONDUIT TO BE CONTINUOUS FROM THE END OF THE ELBOW ON THE SERVICE RISE TO WITHIN 12" OF THE SECONDARY JUNCTION BOX OR TRANSFORMER.

5. METER SHALL BE PLACED AT THE BUILDING'S CLOSEST LOCATION TO THE TRANSFORMER APPROVED BY THE POWER DEPARTMENT.

IN CONDUIT SERVICE REQUIREMENT
RESIDENTIAL PREFERRED

DR-15



NOTES

1. ALL METAL PARTS (BOXES, CONDUIT, ETC.) SHALL BE BONDED TO THE GROUNDING CONDUCTOR.

2. TO BE INSTALLED PER BUILDING CODE REQUIREMENT.

3. GROUNDING TO BE INSTALLED PER BUILDING CODE REQUIREMENT.

4. WIRE SIZE AND LUGS IN PEDESTAL ARE TO BE RATED ACCOMMODATE TOTAL AMPS OF SYSTEM.

SERVICE REQUIREMENT - MOBILE
HOMES & TRAILERS

DR-16

CivilScience
Engineers / Surveyors / Solutions
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
(8/15/2023)
STATE OF UTAH

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NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

DETAIL SHEET 5

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	N/A
VER SCALE:	N/A

SHEET
C21

PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291.MP.DWG

NOV 2 2 2023

LANDSCAPE MATERIALS & PLANT LIST

Symbol	Common Name	Scientific Name	Size
	MAVERICK MESQUITE	PROSOPIS GRANDULOSA 'MAVERICK"	24" BOX
	CALIFORNIA FAN PALM	WASHINGTONIA FILIFERA	24" BOX
	DESERT WILLOW	CHILOPSIS LINEARIS 'BURGANDY LACE'	24" BOX
	THUNDER CLOUD TEXAS RANGER	LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD'	5 GAL
	SILVER CLOUD TEXAS RANGER	LEUCOPHYLLUM CANDIDUM 'SILVER CLOUD'	5 GAL
	DWARF RED OLEANDER	NERIUM OLEANDER 'PETITE'	5 GAL
	RED YUCCA	HESPERALOE PARVIFLORA	5 GAL
	BOX-LEAF EUONYMUS	EUONYMUS JAPONICA 'MICROPHYLLIA'	2 GAL
	GERMANDER	TEUCRIUM CHAMAEDRYS	1 GAL
	BOULDERS	BEIGE SANDSTONE	3'-5' DIA.

LEGEND

- ASPHALT HATCH — 3" ASPHALT / 8" UNTREATED BASE COURSE
- GRAVEL HATCH — 6" COMPACTED ROAD BASE
- CONCRETE HATCH
- LANDSCAPE HATCH — ROCK MULCH TYPE 1 (1/2" MINUS CHAT - LIGHT BROWN)
- LANDSCAPE HATCH — GRASS TYPE DWARF TALL FESCUE
- DETENTION BASIN HATCH — RIP-RAP LINED (D50 = 6" MIN)
- PROPOSED 6' TALL SOLID BLOCK WALL

Know what's below. Call before you dig.

CivilScience
Engineers / Surveyors / Solutions
14453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PROFESSIONAL ENGINEER
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NO.	DESCRIPTION	BY	APR.	DATE

REVISION

LANDSCAPE PLAN

FAIRGROUNDS RV PARK
LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	N/A
VER SCALE:	N/A

SHEET

C22

NOV 2 9 2023

GENERAL CONSTRUCTION NOTES:

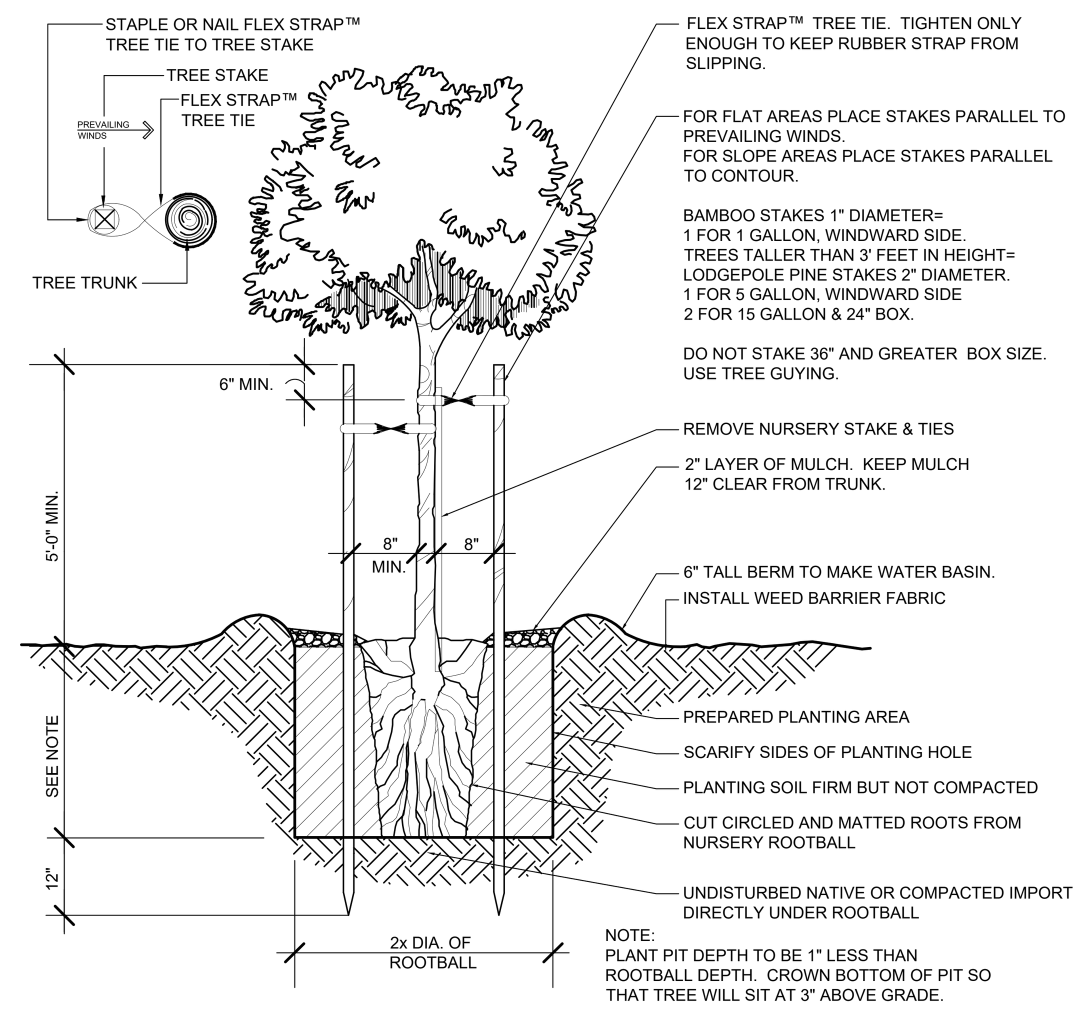
1. NOTES SHALL BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH ALL WORK ELEMENTS SHOWN ON THE ENCLOSED PLANS.
2. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS, AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING WORK. NOTIFY OWNER'S REPRESENTATIVE SHOULD CONFLICTS ARISE.
3. REFER TO ENGINEERING PLANS FOR CONSTRUCTION AND GRADING CONSIDERATIONS OF THE SITE. CROSS REFERENCE WORK THAT MAY IMPACT IMPROVEMENTS SHOWN ON THESE DOCUMENTS.
4. LANDSCAPE CONTRACTOR SHALL ACCEPT THE SITE AND ALL GRADING AT +/- 3"
5. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS BEFORE CONSTRUCTION.
6. CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE, AND/OR FEDERAL LAWS PERTAINING TO THE PROJECT'S WORK.
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL CONSTRUCTION ELEMENTS WITH OTHER TRADES PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH THE LOCATIONS OF UNDERGROUND SERVICES AND IMPROVEMENTS.
8. THE CONTRACTOR SHALL EXAMINE THE SITE AND FULLY DETERMINE THE CONDITIONS UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE FOR FAILURE OF BIDDERS TO ASCERTAIN ALL ASPECTS OF THE PROJECT.
9. PRIOR TO DIGGING, EXCAVATION, OR UNDERGROUND WORK, CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UTILITIES AND SUBSURFACE SYSTEMS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIR AND EXPENSES INCURRED TO UTILITIES THAT BECOME DAMAGED AS A RESULT OF HIS WORK.
10. CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL PAVEMENT, SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE SHALL BE RE-INSPECTED DURING FINAL INSPECTION. ANY DAMAGED AREAS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE QUANTITIES AND MATERIALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GRADES AS ESTABLISHED BY THE PROJECT ENGINEER. RUNOFF AND DRAINAGE FLOWS SHALL NOT BE ALTERED OR IMPEDED.
13. THE CONTRACTOR SHALL FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, EMPLOYEE, AND SUBCONTRACTOR SUPERVISION FOR IT'S PORTION OF THE PROJECT TO IMPLEMENT PLANS AND SPECIFICATIONS.
14. THE CONTRACTOR ASSUMES ALL RISKS IN THE PERFORMANCE OF THE WORK AND RE-RESPONSIBILITY FOR LOSS AND EXPENSE RESULTING FROM ON-SITE INJURY.
15. THE CONTRACTOR IS RESPONSIBLE FOR SUPERVISION, SAFETY, ADMINISTRATION SCHEDULING, COORDINATION AND MANAGEMENT OF SUBCONTRACTORS.
16. THE CONTRACTOR SHALL PROTECT ALL PERSONS NEAR OR ON THE PREMISES FROM UNREASONABLE RISK OF INJURY. PROVIDE WARNING SIGNS, LIGHTS, BARRICADES, RAILINGS, FLAGMEN OR OTHER NECESSARY SAFEGUARD.
17. ENVIRONMENTAL DESIGN STUDIO INSPECTIONS SHALL NOT BE DEEMED SUPERVISION OR CONTROL OF CONSTRUCTION BY CONTRACTOR OR SUBCONTRACTORS.
18. ALL CONTRACTS SHALL BE WRITTEN DIRECTLY BETWEEN CONTRACTOR AND THE OWNER. SPECIFIC TERMS OF WORK SHALL BE NEGOTIATED DIRECTLY BETWEEN PARTIES. ENVIRONMENTAL DESIGN STUDIO SHALL NOT BE RESPONSIBLE FOR DISCREPANCIES IN CONTRACT, PAYMENT AMOUNTS, SCHEDULE OR QUALITY OF WORKMANSHIP.
19. IF REQUIRED AS PART OF THE AGREED SCOPE OF WORKS, ENVIRONMENTAL DESIGN STUDIO WORKS, ENVIRONMENTAL DESIGN STUDIO AGREES TO REVIEW SHOP DRAWINGS, PRODUCT DATA AND SAMPLE SUBMITTED BY THE CONTRACTOR AS PART OF A CONSTRUCTION ADMINISTRATION CONTRACT FOR THE SOLE PURPOSE OF COMPLIANCE WITH THE DESIGN CONCEPT AND WITH INFORMATION GIVEN NOT BEEN REVIEWED AND AUTHORIZED IN WRITING.
20. WHERE TWO OR MORE REQUIREMENTS CREATE OVERLAPPING CONDITIONS, CONFLICTING, MINIMUMS OR LEVELS OF QUALITY, THE MORE STRINGENT REQUIREMENTS OR THE HIGHER QUALITY LEVEL IS INTENDED, AND SHALL BE ENFORCED. CONFLICTING REQUIREMENTS SHALL B REFERRED TO THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE WHOSE INTERPRETATION SHALL BE FINAL.

LANDSCAPE NOTES:

1. LANDSCAPE AREAS ARE DEFINED AS ALL NON-PAVED AREAS DISTURBED BY CONSTRUCTION. SLIGHT VARIATIONS MAY EXIST BETWEEN ON-SITE CONDITIONS AND DRAWINGS. CONTRACTOR SHALL ADJUST PLANTING LAYOUT AS REQUIRED TO MAINTAIN PLANT QUANTITIES AND DESIGN INTENT.
2. THE LANDSCAPE ARCHITECT/ OWNER'S REPRESENTATIVE SHALL APPROVE ANY AND ALL SUBSTITUTIONS.
3. LOCATE PLANTS AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, AND LIGHT FIXTURES.
4. ALL PLANT MATERIAL SHALL MEET INDUSTRY STANDARDS. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS DEEMED UNACCEPTABLE.
5. ALL STAKING OF TREES SHALL BE AS APPROVED BY LANDSCAPE ARCHITECT. ALL TREES TO BE STAKED SHALL BE STAKED OUTSIDE ROOTBALL, SEE TREE STAKING DETAIL FOR MORE INFORMATION. TREES SHALL BE A MINIMUM OF 3' FROM CURB OR SIDEWALK, SHRUBS SHALL BE 2' OR MORE AWAY FROM CURBS OR SIDEWALKS. REFER TO PLANS AND MAINTAIN SHRUB MASSING AS SHOWN AWAY FROM HARDSCAPE.
6. TREE LOCATIONS SHALL BE FLAGGED OR STAKED FOR REVIEW PRIOR TO STARTING IRRIGATION OR PLANTING EXCAVATION. MINOR RELOCATION'S SHALL BE MADE AT THIS TIME TO AVOID UNSUITABLE CONDITIONS, AT NO ADDITIONAL COST.
7. INSTALL WEED BARRIER FABRIC BELOW ALL ROCK MULCHED LANDSCAPE AREAS. INSTALL FABRIC AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
8. SOIL MIX FOR ALL TREES, SHRUBS, & GROUND COVER SHALL BE : 3 PARTS TOPSOIL, 1 PART NUTRIFIED GROUND BARK MULCH OR APPROVED EQUAL.
9. ROCK MULCH PRODUCTS ARE AVAILABLE FROM SUPPLIER ROWLAND STONE - 1203 WEST SUNSET BLVD ST. GEORGE, UTAH 84770. PHONE: (435) 673-2349. CONTACT SUPPLIER FOR PRICES AND AVAILABILITY. ALL SUBSTITUTIONS APPROVED BY LANDSCAPE ARCHITECT.
10. GRANULAR TOPDRESSING / ROCK MULCH SHALL EXTEND UNDER SHRUBS AND RAKED UNIFORMLY ALONG CURBS, SIDEWALKS AND WALLS.
11. LANDSCAPE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION.
12. GRADE NOTED ON LANDSCAPE PLAN SHALL BE FIELD VERIFIED/APPROVED BY LANDSCAPE ARCHITECT AND MODIFIED AS NECESSARY PRIOR TO CONCRETE HEADER/ MOW CURB INSTALLATION.
13. REFER TO GENERAL CONSTRUCTION NOTES FOR ADDITIONAL CONSIDERATIONS THAT RELATE TO SCOPE OF WORK WITHIN THIS SECTION.

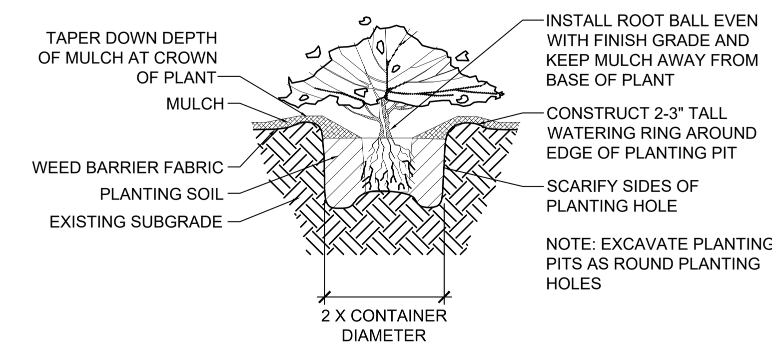
MAINTENANCE & GUARANTEE:

1. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE FIVE (5) DAYS PRIOR TO COMPLETING IMPROVEMENTS IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO REQUEST AN INSPECTION FOR SUBSTANTIAL COMPLETION. LANDSCAPE ARCHITECT SHALL PREPARE PUNCHLIST OF ALL WORK REQUIRING CORRECTION. MAINTENANCE PERIOD SHALL BEGIN WHEN ALL PUNCHLIST ITEMS ARE CORRECTED.
2. PLANTS NOT IN HEALTHY CONDITION OVER A ONE YEAR WARRANTY PERIOD SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.
3. PROVIDE ONE (1) YEAR WRITTEN GUARANTEE TO WARRANT WATER FEATURE, IRRIGATION SYSTEM AND ALL TREES FROM ACCEPTANCE DATE.
4. IN ORDER TO PROTECT HIS GUARANTEE, LANDSCAPE CONTRACTOR SHALL GIVE TYPEWRITTEN MAINTENANCE INSTRUCTIONS FOR THE YEARLY CARE AND FEEDING OF THE LANDSCAPE.
5. AS BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR FOR ACTUAL AS BUILT CONDITIONS ON SITE AS IT RELATES TO THE LANDSCAPE AND IRRIGATION SYSTEM. THESE PLANS SHALL BE SUBMITTED TO THE OWNER AT FINAL INSPECTION.



TREE PLANTING & STAKING DETAIL

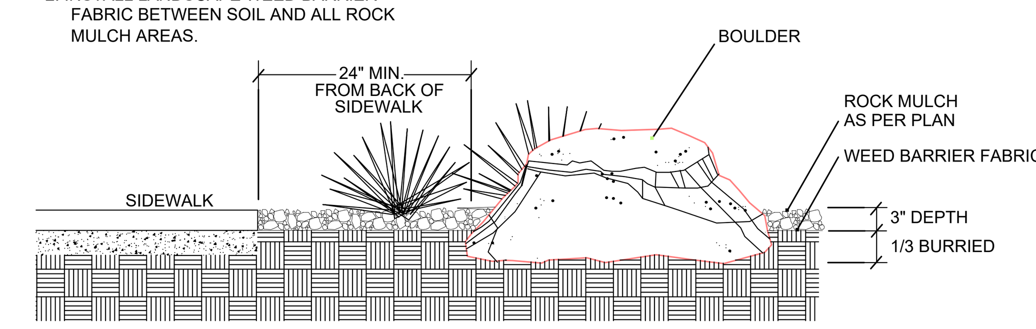
Not to Scale



SHRUB PLANTING DETAIL

Not to Scale

NOTES:
1. SOIL MIX FOR ALL TREES, SHRUBS & GROUND COVER SHALL BE: 3 PARTS TOPSOIL, 1 PART NITRIFIED GROUND BARK MULCH OR APPROVED EQUAL.
2. INSTALL LANDSCAPE WEED BARRIER FABRIC BETWEEN SOIL AND ALL ROCK MULCH AREAS.



ORNAMENTAL BOULDER LOCATION & PLACEMENT

Not to Scale

CivilScience
Engineers / Surveyors / Solutions
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ST. GEORGE, UT 84770
435.986.0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
No. 10255283
08/15/2023
STATE OF UTAH

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REVISION

NO.	DESCRIPTION	BY	APR.	DATE

LANDSCAPE DETAILS

FAIRGROUNDS RV PARK

LOCATED IN HURRICANE, UTAH

PROJ. #:	Fx. 21291
DATE:	08/15/2023
DESIGN BY:	AWS
CHECKED BY:	KCS
SCALE OF SHEET	
HOR SCALE:	N/A
VER SCALE:	N/A

SHEET

C23

PATH: L:\UTAH\PROJECTS\ACTIVE 2021\FX21291.00 - QUAIL CREEK RV PARK\700 - CAD\DESIGN\21291 MP.DWG

NOV 2 9 2023

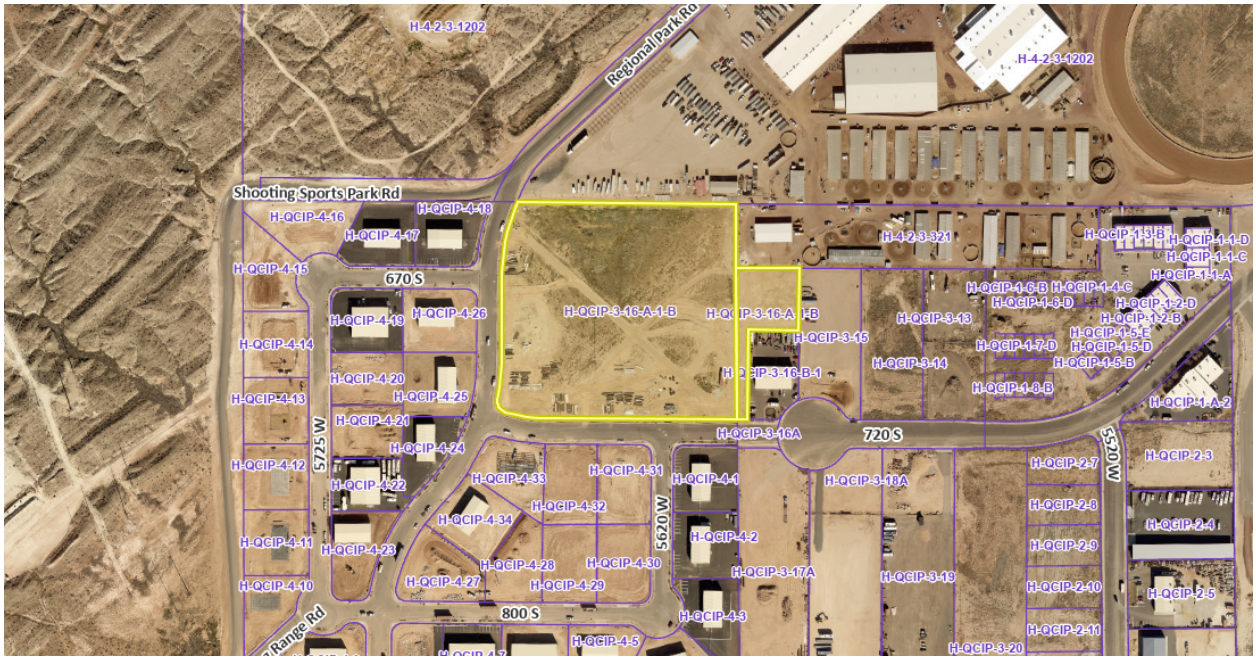
PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**01/18/2024**
Application Number:	FSP23-52
Type of Application:	Final Site Plan Application
Action Type:	Administrative
Applicant:	D & G Property Holdings
Agent:	Civil Science
Request:	Final Site Plan approval
Location:	Regional Park Road and 720 S
Zoning:	HC
General Plan Map:	Light Industrial/Business

Discussion: The applicant is seeking a final site plan approval to construct an RV Park with 110 RV stalls as well as an office and laundry/showers building. This property is located between the Washington County Fairgrounds and Quail Creek Industrial Park. The preliminary site plan was approved in April 2022. Final site plans for RV parks are to be approved by City Council. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments and cited conditions.

JUC Comments:
The construction drawings were signed off in November 2023.



RV Park Standards

The standards for an RV Park are in Hurricane City Code 10-43. The rules are as follows:

10-43-6: DEVELOPMENT STANDARDS:

D. Standards Specific To Recreational Vehicle Parks And Park Model Parks:

1. No manufactured homes or site built dwelling units shall be permitted, except for that of the owner/manager and permanent maintenance personnel.

2. Recreational vehicle parks shall not be used as permanent residences, except for that of the owner/manager and permanent maintenance personnel. All recreational vehicles within a recreational vehicle park shall display current license plates/tags.

3. No "park model" units shall be permitted within a recreational vehicle park except a number of park models may be approved in the park to be used as short term vacation rentals. However, a park model development may be approved to allow recreational vehicles but not campers or tents in the development.

4. Each park must provide an adequate and easily identifiable office or registration area. The location of the office shall not interfere with the normal flow of traffic into and out of the recreational vehicle park.

5. Each recreational vehicle unit shall be equipped with wheels, which remain on the unit; however, the wheels may be blocked for stability. (Ord. 2014-10, 11-6-2014)

6. No permanent room addition shall be attached to recreational vehicles nor shall any permanent structure be constructed on a recreational vehicle lot except shade structures open on three (3) sides that conform to current NFPA standards for recreational vehicle parks and campgrounds. (Ord. 2019-04, 5-2-2019)

7. Room additions may be permitted on park models if all setbacks are met and pursuant to the issuance of a building permit before construction.

8. A minimum of one toilet, one sink, and one hot shower, each designed for complete privacy, for each forty (40) spaces, or fraction thereof.

9. Conversion of an established residential park or park model development to another residential use, shall be subject to review and approval based on codes and zones in place at the time of conversion. A zone change will be required. (Ord. 2014-10, 11-6-2014)

Site Details

1. Total RV Sites: 110 stalls

Planning Staff comments:

1. An RV Park is a permitted use under the Highway Commercial zoning. It is recommended that RV parks be located *Adjacent to or close to a major collector or arterial road as shown in the city's transportation master plan; (2) Near adequate shopping facilities HCC 10-43-6-A(2b).* This site meets those requirements.
2. RV sites must be a minimum of 1000 square feet. All stalls meet these criteria.
3. An RV Park requires "*A minimum of one toilet, one sink, and one hot shower, each designed for complete privacy, for each forty (40) spaces, or fraction thereof."* This development would require three of each. These are intended to be housed in the office/laundry/showers building
4. **Parking:** Hurricane City Code requires one parking space per RV stall. While not explicitly stated on the plans all stalls are large enough to accommodate one additional parking space. They are also proposing 9 additional parking stalls centered around the amenity areas.

5. The requirement for open space in an RV park is 10%. It does not appear that the percentage of open space is indicated on the site plan but it would appear that this code is being met with the open space amenities being provided
    1. The plan shows three amenity areas in the northeast and southwest corners, only limited details on what amenities will be provided. The Washington County Water Conservancy District has a major line that runs through these areas.
6. **Landscaping:** A landscape plan has been submitted. Per HCC 10-43-6: *"Any area not covered by a manufactured home or recreational vehicle or park model, hard surfacing, or a building shall be landscaped per an approved site plan."* Several landscape areas are shown as well as trees near the stalls, which is preferred.
7. **Landscape Buffer**: Along all right-of-way frontages, the applicant is required to provide a landscape buffer of a minimum of 10' with one tree and three shrubs every 35'. Park strips can count toward the landscape buffer. The landscape plan does show the required landscape buffer.
8. **Outdoor lighting:** The applicant is requesting that the outdoor lighting plan requirement be deferred to the building permit stage. All outdoor lighting must meet HCC 10-33-7 and verified by the Zoning Administrator
9. The normal requirement for internal roadways for an RV Park is 30'. However, the JUC has approved 26' wide streets.

10. The site plan has provided a check-in area that will be adequate under the standards of the code.
11. Building renderings but not elevations have been provided. The applicant has requested the elevations be deferred to the building permit application.
12. RV Parks require City Council approval for the final site plan with a recommendation from the Planning Commission.

Recommendation:
Staff recommends the City Council review the application based on Hurricane City Code and Standards and approve the final site plan subject to the following conditions:

1. Outdoor lighting meets HCC 10-33-7 and is verified by the Zoning Administrator.
2. Office and laundry/showers building elevations are under 35'.
3. Significant changes to the proposed amenity areas, such as additional buildings, are approved through an amended final site plan application.
4. Staff and JUC comments.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval on a **preliminary plat for Red Cliffs subdivision**, a 31 unit duplex development located at 600 N 2170 W. Kirk Coppinger, Applicant.

Discussion:
The applicant has filed a preliminary plat for the Red Cliffs Development. A plat was previously approved in December of 2021 for this development and has expired. The PDO zone change was approved in October 2021 after being rejected for use as a recreation resort. The plat calls for 31 units on 7.7 acres, pickleball courts, open space, and overflow parking for the neighboring Zion Village resort community. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC Comments.

Findings:

Recommendation:

Attachments:
1. PP23-32_
2. Water_Supply_Acknowledgment_Wa
3. Will Serve Red Cliffs Development 11.17.2021
4. Preliminary_Plat_Map
5. PP23-32 Red Cliffs CC staff report

Hurricane City
Application

Application Accepted Date: 11/27/2023

Type of Improvement: Subdivision (Preliminary Plat)

Description:

Tenant / Project Name: Red Cliffs Subdivision

Bldg. Address: 2170 West 600 North

City: Hurricane City State: UT Zip: 84737

Subdivision: Red Cliffs Subdivision Phase:

Block: Lot #: Parcel #: H-3-1-33-44001, H-3-1-33-4410, H-3-1-33-4420, H-3-1-33-4422, H-3-1-33-4421

Property Owner: Western Development Group LLC, Red Cliffs Resort Holdings LLC

Permit Contact: Ryan Scholes P: (435) 628-6500

Email: ryanscholes@alphaengineering.com

CONTACT INFORMATION

General Contractor: Kirk Coppinger

License #: P: (970) 799-3625

City: State: Zip:

Email: kirk@brokenkidsco.com

APPLICATION DETAILS

# of Units: 0	custom text:

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	200.00
Planning Fee	$	200.00
Sub Total:	**$**	**200.00**
Permit Total:	**$**	**200.00**
Amount Paid:	**$**	**200.00**
Remaining Due:	**$**	**0.00**

APPROVALS		DATE	INFO
Plan Review Finalized:	Yes	12/28/23	Brienna Spencer

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDPP23-32

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Ryan Scholes

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Brienna Spencer Date: 12/28/2023

Application Issued By: Date:

Receipt #: 8.175152-11/27/23

DRAFT

HURRICANE CITY
UTAH

Water Department
Ken Richins, Superintendent

November 17, 2021

To Whom It May Concern:

A will serve letter has been requested for Red Cliffs Development located at approximately 2170 W 600 N in Hurricane, Utah.

Yes, we do have culinary water in the area of 2170 W 600 N in Hurricane, Utah.

A hydraulic water study may be required to ensure the waterline will deliver the required fire flows. A looped water system may be required

Sincerely,

Hurricane City Water – Dallan Wadsworth

646 West 600 North • Hurricane, UT • 84737
Phone: (435) 635-9442 • Fax: (435) 635-2616
WEB: www.cityofhurricane.com

Ash Creek Special Service District

1350 S. Sand Hollow Road
Hurricane, UT 84737
Office: (435) 635-2348 Fax: (435) 635-8550
ashcreek@infowest.com

November 17, 2021

Hurricane City
Stephen Nelson
127 N. 870 W.
Hurricane, UT 84737

RE: Red Cliffs Development – 600 N 2170 W

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.

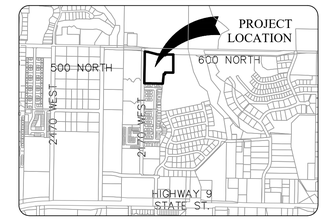
Sincerely,

Amber Gillette
Engineering Tech
Ash Creek Special Service District

RED CLIFFS SUBDIVISION

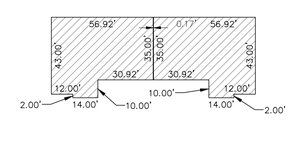
LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH

VICINITY MAP

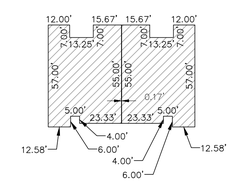


PARCEL LINE DATA		
LINE	LENGTH	DIRECTION
L1	34.78'	N62°21'05"E
L2	20.67'	N0°51'47"E
L3	20.67'	N0°51'47"E
L4	64.83'	S16°54'19"E
L5	24.55'	N81°21'06"E
L6	26.95'	S60°25'10"E
L7	21.15'	S64°20'56"E
L8	28.33'	N18°50'51"E
L9	20.68'	S78°37'24"E
L10	17.96'	S9°27'25"W
L11	20.39'	S84°44'41"E
L12	22.88'	S64°09'04"E
L13	23.00'	S61°22'35"E
L14	23.26'	N5°44'38"W
L15	28.78'	N15°33'29"E
L16	22.42'	N73°58'19"E
L17	32.15'	N37°36'53"W
L18	19.34'	N0°54'55"E
L19	19.98'	S60°04'29"E
L20	74.51'	S31°00'24"W

PARCEL CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH LEN
C1	91.25'	50.00'	104°33'36"	S53°08'34"W	79.10'
C2	220.59'	820.00'	15°24'48"	S82°17'02"E	219.92'
C3	79.33'	50.00'	90°54'21"	N44°32'15"W	71.27'
C4	111.52'	333.00'	19°11'20"	S81°44'46"W	111.00'
C5	109.01'	333.00'	18°45'20"	N81°31'46"E	108.52'
C6	12.25'	20.00'	35°05'17"	N71°32'14"W	12.06'
C7	31.43'	20.00'	90°02'39"	N45°53'06"E	28.30'
C8	132.31'	72.50'	104°33'36"	S53°08'34"W	114.70'
C9	214.54'	797.51'	15°24'47"	S82°17'02"E	213.89'
C10	115.03'	72.50'	90°54'22"	S44°32'15"E	103.34'
C11	31.27'	20.00'	89°34'30"	S43°52'20"E	28.18'
C12	31.56'	20.00'	90°25'30"	N46°07'40"E	28.39'
C13	43.63'	27.50'	90°54'21"	N44°32'15"W	39.20'
C14	226.64'	842.50'	15°24'48"	S82°17'02"E	225.96'
C15	50.19'	27.50'	104°33'36"	S53°08'34"W	43.51'
C16	32.20'	20.00'	92°14'02"	S45°15'14"E	28.83'
C17	88.29'	307.00'	16°28'39"	N80°23'25"E	87.99'
C18	120.23'	359.00'	19°11'20"	S81°44'46"W	119.67'
C19	102.82'	307.00'	19°11'20"	S81°44'46"W	102.34'
C20	117.52'	359.00'	18°45'20"	S81°31'46"W	116.99'
C21	12.25'	20.00'	35°05'59"	N73°21'26"E	12.06'



UNITS 1-2, 28-31
TYPICAL DIMENSIONS
SCALE: 1" = 40'



UNITS 3-27
TYPICAL DIMENSIONS
SCALE: 1" = 40'

LEGEND

- SECTIONAL MONUMENTATION (TYPE LOCATION ETC. AS SHOWN ON THE PLAT)
- CLASS 1 (RING & LID) MONUMENT SET WITH THIS PLAT
- CLASS 2 MONUMENT FOUND
- CLASS 2 (REBAR & ALUM. CAP) MONUMENT SET WITH THIS PLAT
- SPECIFIES PROPERTY CORNER MONUMENT (ALPHA ENG. REBAR & CAP)
- CENTERLINE
- EASEMENT LINE
- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 00°04'05" EAST, BETWEEN THE WEST 1/4 CORNER AND THE NW CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SLB&M.

GENERAL NOTES & RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE WEST PROPERTY LINE, ADJACENT TO 217 WEST STREET.

SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174919, 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 HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

RED CLIFFS SUBDIVISION

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO BUILDING UNITS, COMMON AREAS, AND LIMITED COMMON AREAS, TOGETHER WITH EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 88°58'33" EAST 433.00 FEET ALONG THE SECTION LINE; THENCE SOUTH 00°54'25" WEST 68.73 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE SOUTH 82°39'25" EAST 62.35 FEET; THENCE SOUTH 75°42'08" EAST 208.82 FEET; THENCE SOUTH 88°59'39" EAST 25.93 FEET; THENCE SOUTH 75°25'55" EAST 67.30 FEET; THENCE SOUTH 88°58'11" EAST 66.31 FEET; THENCE NORTH 00°54'25" EAST 15.81 FEET; THENCE SOUTH 88°59'39" EAST 152.06 FEET; THENCE SOUTH 00°54'25" WEST 403.65 FEET; THENCE NORTH 88°39'35" WEST 177.22 FEET; THENCE SOUTH 06°02'25" WEST 206.62 FEET TO THE NORTHEAST CORNER OF ZION VILLAGE TOWNHOMES P.U.E. PHASE 1 AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT 20170025209; THENCE NORTH 88°57'35" WEST 379.09 FEET ALONG THE NORTH LINE OF SAID ZION VILLAGE TOWNHOMES; THENCE NORTH 00°54'25" EAST 663.10 FEET ALONG THE EAST RIGHT OF WAY LINE OF 2170 WEST STREET TO THE POINT OF BEGINNING.

CONTAINS 7.30 ACRES, MORE OR LESS.

DATE

PROFESSIONAL LAND SURVEYOR
No. 174919
SCOTT P. WOOLSEY
State of Utah

SCOTT P. WOOLSEY
P.L.S. 174919

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO BUILDING UNITS, COMMON AREAS, AND LIMITED COMMON AREAS, TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOW AS:

RED CLIFFS SUBDIVISION

I, THE UNDERSIGNED, JAY R. RICE, MANAGER OF ZION VILLAGE RESORT LLC, HEREBY CERTIFY THAT IT IS MY INTENTION TO SUBDIVIDE THE PROPERTY AS DESCRIBED IN THE LEGAL DESCRIPTION INTO A P.U.D. (PLANNED UNIT DEVELOPMENT), KNOWN AS ZION VILLAGE TOWNHOMES P.U.D. PHASE 2 AMENDED, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO SINGLE FAMILY UNITS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS, AND DO HEREBY DEDICATE TO THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS ASSOCIATION IN SAID PLANNED UNIT DEVELOPMENT, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMONS AREAS, LIMITED COMMON AREAS AND EASEMENTS AS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DEDICATIONS OF SAID COMMON AREAS AS MORE PARTICULARLY SET FORTH IN THE "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" OF SAID P.U.D. COVERING THE ABOVE DESCRIBED TRACT OF LAND AND WHICH IS RECORDED HEREWITH AND HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS PLAT.

IN WITNESS I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2023.

ZION VILLAGE RESORT LLC

JAY R. RICE, MANAGER

ACKNOWLEDGMENT

STATE OF _____)
§
COUNTY OF _____)

ON THIS _____ DAY OF _____ A.D. 2023, PERSONALLY APPEARED JAY R. RICE, THE MANAGER OF ZION VILLAGE RESORT LLC, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN _____

NO STAMP REQUIRED
(UTAH CODE 46-1-16(6))

NOTARY PUBLIC (SIGNATURE)
NO STAMP REQUIRED (UTAH CODE 46-1-16(6))

FINAL PLAT OF

RED CLIFFS SUBDIVISION

1408-05 FINAL PLAT.DWG (NOVEMBER 2023)

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft. (24x36 SHEET)
N

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL
I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 2023.	I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 2023.	Approved as to Form, this the ____ day of _____, A.D. 2023.	We, the City Council of Hurricane City, have reviewed the above plat and hereby accept said plat with all commitments and all obligations pertaining thereto.	I, Washington County Treasurer, certify on this _____ day of _____ A.D. 2023 that all taxes, special assessments, and fees due and owing on this subdivision Final Plat have been paid in full.
SUPERINTENDENT ASH CREEK SPECIAL SERVICE DISTRICT	City Engineer Hurricane City Date	City Attorney Hurricane City	Mayor Hurricane City Attest: City Recorder Hurricane City	Washington County Treasurer

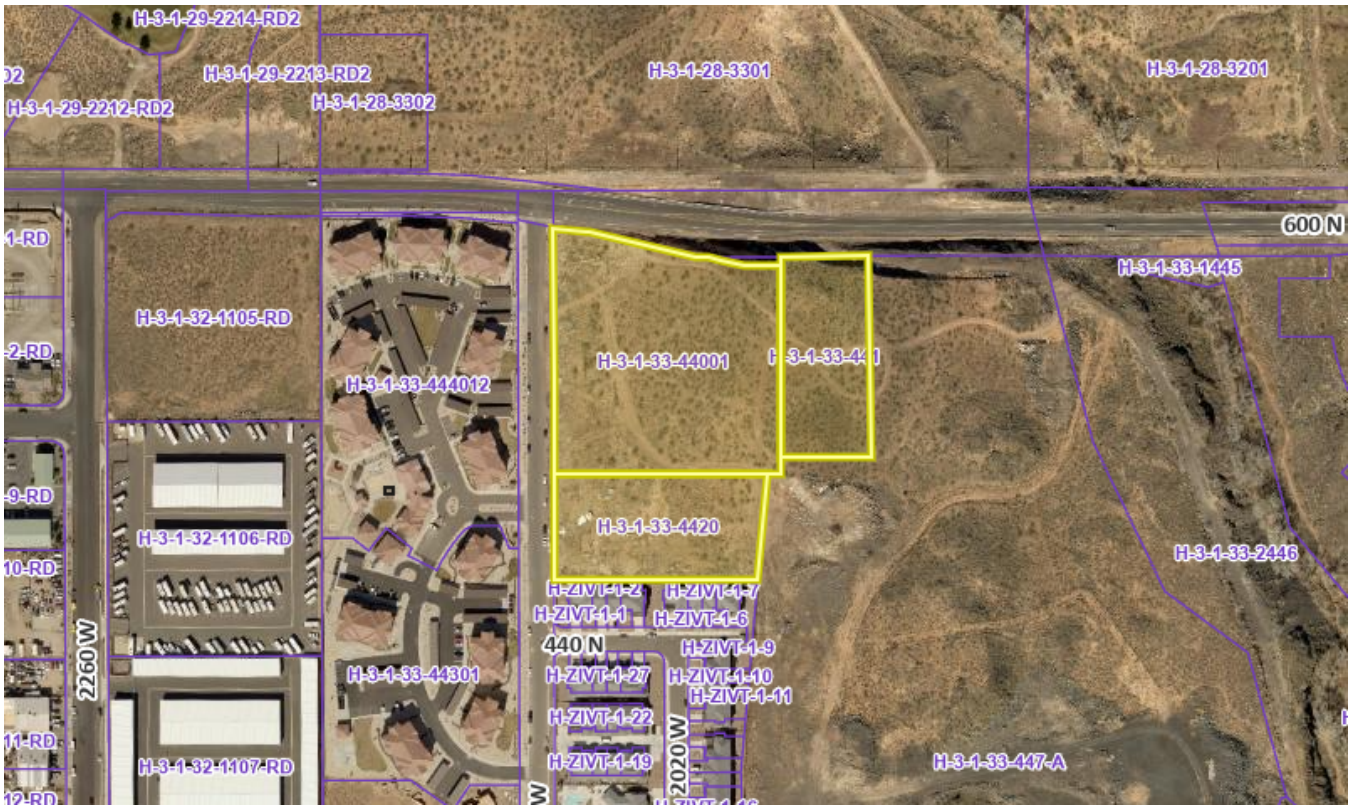
Washington County Recorder

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**01/18/24**
Application Number:	PP23-32
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Kirk Coppinger
Agent:	Ryan Scholes
Request:	Approval of a Preliminary Plat
Location:	600 N and 2170 W
Zoning:	R1-6 and R1-10 PDO
General Plan Map:	Planned Community

Discussion:
The applicant has filed a preliminary plat for the Red Cliffs Development. A plat was previously approved in December of 2021 for this development and has expired. The PDO zone change was approved in October 2021 after being rejected for use as a recreation resort. The plat calls for 31 units on 7.7 acres, pickleball courts, open space, and overflow parking for the neighboring Zion Village resort community. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC Comments.



JUC Comments: Construction drawings for this development have already been reviewed.

1. **Public Works:** Need second access through Fire Rock. Need water looping through Fire Rock.
2. **Engineering:** Improvements required on 2170 W and 600 N. A previous effort on this project resulted in a special cross section for 600 N due to the slope issues on the north side of this property. Alpha Engineering should have that proposal on file. Storm drain will need to be extended along all frontages. Comments from the previous application should be included in the staff report. **From previous application** Project needs second access through Fire Rock
3. **Streets:** Improvements on 600 N. Only one entrance. Internal streets should loop.
4. **Water:** Water line will need to be looped. Over 29 units. How many hydrants are going to be out?
5. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the proposed plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.
6. **Cable:** Add TDS/Centurylink/Infowest notes on construction drawings.
7. **Fire:** Turnaround required or connect into 500 N
8. **Power:** Maintain easement for power from 550 N to 2170 W. 10' from existing infrastructure.

9. **Sewer:** 25' easement will need to be granted if sewer main connects to 2170 W through property instead of the road.

Staff Comments: Preliminary Plat

1. The plat substantially complies with the approved preliminary site plan filed with the PDO Zone Change Application in 2021.
    a. Per the zone change approval: short-term rental use is not permitted in this development.
2. The applicant has provided a will-serve letter from the Hurricane Water Department and Ash Creek Sewer District.
3. The original plat and site plan showed pickleball courts and picnic table amenities in the middle of the development. These are not required to be shown on the preliminary plat but should be provided for the final site plan.
4. Plat indicates that development will avoid steep slopes in the area. Engineering staff has concerns about how the slopes will be stabilized.
5. Parking is sufficient for the development per city code. Plat shows 10 overflow parking stalls as well as 40 or so overflow RV/trailer spaces intended for the neighboring Zion Village development.
6. The fire district will require second access to the property during the phasing process. The applicant will likely have to come to an agreement with the neighboring Fire Rock subdivision for access and water line. Since the original approval of this plat in 2021, staff is unaware if any progress has been made on acquiring the needed utility and access agreements.

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code and approve the preliminary plat subject to staff and JUC comments.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **amended final plat for Quail Lake Estates Lot 13 located at 4400 W State St #13**. Ryan Scholes, Applicant

Discussion:
The applicant has applied to amend the final plat for Quail Lake Estates to split Lot 13 into two lots. Quail Lake Estates was approved in the 1980s and then was later approved to split each lot into two parcels (most units within the development take up two parcels). County records do not provide any information regarding why this lot was not included with the previous lot splits. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments.

Findings:

Recommendation:

Attachments:
1. PENDAFP23-19_240105
2. 658de23081714Title_Report
3. 658de2307f35eFinal_Plat_Map
4. AFP23-19 Quail Lake Estates Lot13 CC staff report

Hurricane City
Application

Application Accepted Date: 12/20/2023

Type of Improvement: Subdivision (Final Plat Amendment)

Description: Split existing Lot 13 into 2 parcels.

Tenant / Project Name: Quail Lake Estates Planned Unit Development Amended #5 Partial

Bldg. Address: 4400 W State Street #13

City: Hurricane City State: UT Zip: 84737

Subdivision: Quail Lake Estates Amended #5 Phase:

Block: Lot #: 13 Parcel #: H-QLE-13

Property Owner: RLC MD Investments LLC

Permit Contact: Ryan Scholes P:(435) 628-6500

Email: ryanscholes@alphaengineering.com

CONTACT INFORMATION

General Contractor:

License #: P:

City: State: Zip:

Email:

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	150.00
Planning Fee	$	150.00
Sub Total:	**$**	**150.00**
Permit Total:	**$**	**150.00**
Amount Paid:	**$**	**150.00**
Remaining Due:	**$**	**0.00**

APPROVALS		DATE	INFO
Plan Review Finalized:	Yes	12/28/23	Brienna Spencer

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDAFP23-19

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Ryan Scholes

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Brienna Spencer 12/28/2023

Application Issued By: Date:

Receipt #:

DRAFT

Transaction Identification Data for reference only:
Report Number: 229797
Searcher: Jarom Taylor
Searcher Utah License Number: 691339
Searcher Contact: (435) 634-7991 | jarom@sutc.com

SCHEDULE A

1. Effective Date: December 1, 2023 at 7:00AM

2. Report: Subdivision Report prepared for "QUAIL LAKE ESTATES PLANNED UNIT DEVELOPMENT AMENDED #5 PARTIAL AMENDMENT "C" (LOT13)", a proposed subdivision

3. Title to the FEE SIMPLE estate or interest in the land is at the Effective Date vested in:
RLC MD Investments, LLC., a Utah Limited Liability Company

4. The land referred to in this Report is situated in the County of Washington, State of Utah, and described as follows:
See attached Exhibit A-Legal Description

Southern Utah Title Company

By: Joseph McPhie
Authorized Signatory

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EXHIBIT A
Legal Description

Commencing at the Northwest Corner of the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Thence South 89°52’48” West, along the Center Section line, a distance of 100.47 feet Thence North 00°00’00” East, a distance of 32.09 feet, to the Point of Beginning, said point being on the Northerly boundary line of Quail Lake Estates Planned Unit Development Amended #5, per Entry #824879, Official Washington County Records, and the Northwest Corner of Lot 12; Thence South 29°15'54" West, a distance of 90.05 feet to the Southwest Corner of said Lot 12, and the beginning of a non-tangent curve to the left, of which the radius point lies South 42°24'09" West, a radial distance of 116.65 feet; thence Northwesterly along the arc of said curve, through a central angle of 16°37'50", a distance of 33.86 feet; Thence North 64°13'41" West, a distance of 16.12 feet, to the Southeast Corner of Lot 14A; Thence North 25°46'19" East, a distance of 85.00 feet, to the Northeast Corner of said Lot 14A; Thence South 64°13'41" East, a distance of 55.00 feet to the Point of Beginning.

Proposed "QUAIL LAKE ESTATES PLANNED UNIT DEVELOPMENT AMENDED #5 PARTIAL AMENDMENT "C" (LOT13)"
Tax Serial No. H-QLE-13

***

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For reference only:

SCHEDULE B
Exceptions

1. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land, or claiming to be in possession thereof.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Taxes or assessments which are not now payable or 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 notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.

10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.

11. Taxes for the year 2023, in the following amount(s), plus penalties, interest and costs, which are liens, now delinquent, due and payable: (For a current payoff contact the Washington County Treasurer's Office at #435-634-5711)

    $668.71 under Tax Serial No. H-QLE-13, Account No. 0331697.

12. Less and Excepting all Oil, Gas and Mineral Rights as reserved by Deeds recorded January 24, 1966, in Book S-59, at Page 434, and recorded February 16, 1966, in Book S-60, at Page 25, Official Washington County Records.

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For reference only:

13. The Effect of the Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those 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, Recorded February 4, 1985, as Entry No. 271542 , in Book 368, at Pages 465-468 and recorded April 18, 1986, as Entry No. 292753 , in Book 409, at Pages 644-665, and Amendment thereto recorded October 25, 1989, as Entry No. 355850 , in Book 539, at Pages 68-94, and Restated and Amended Declarations recorded August 25, 1995, as Entry No. 508249 , in Book 930, at Pages 772-793, and Adjunct to the Conditions, Covenants and Restrictions recorded September 29, 1997, as Entry No. 578138 , in Book 1136, at Pages 724-727, and Resolution of The Board of Trustees, recorded June 24, 2015, as Doc No. 20150021726 , and Resolution of The Board of Trustees recorded April 14, 2016, as Doc. No. 20160012904 , Official Washington County Records.

14. Subject to a Right of Way and Easement Grant, dated December 14, 1988, in favor of Mountain Fuel Supply Company, for a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, and rights incidental thereto, recorded March 20, 1989, as Entry No. 345504 , in Book 515, at Pages 750-754, Official Washington County Records. (Affects the front 1.0 foot of said Lot)

15. The Effect of the Bylaws of Quail Lake Homeowners Association, dated January 4, 2001, recorded January 4, 2001, as Entry No. 706464 , in Book 1390, at Pages 2236-2249, and Amendment thereto recorded February 12, 2001, as Entry No. 710209 , in Book 1395, at Pages 208-209, and Amendment 2 thereto recorded October 15, 2003, as Entry No. 845663 , in Book 1589, at Page 526, and Amendment thereto recorded August 24, 2007, as Doc. No. 20070042762 , and 5th Amendment thereto, recorded June 24, 2015, as Doc No.20150021725 , and By-Laws of QUAIL LAKE HOMEOWNERS ASSOCIATION, recorded April 14, 2016, as Doc No. 20160012903 , Official Washington County Records.

16. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Official Plat of "QUAIL LAKE ESTATES, PLANNED UNIT DEVELOPMENT AMENDED 5", Official Washington County Records.

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For reference only:

17. Liability to Assessments levied by the Board of County Commissioners of Washington County, Utah, creating and establishing a Special Service District ("Hurricane Valley Fire Special Service District") to provide for fire protection, paramedic services, and ambulance services, as disclosed by Resolution No. R-2007-1203, recorded December 22, 2009, as Doc. No. 20090048182 , Official Washington County Records. (Affects this and other property)

    A Resolution Amending the Boundary of the Hurricane Valley Fire Special Service District, recorded March 1, 2010, as Doc. No. 20100006648 , Official Washington County Records.

    2nd Amended Hurricane Valley Fire Special Service District, recorded December 30, 2010, as Doc. No. 20100044122 , Official Washington County Records.

    Resolution No. R-2015-1946, A Resolution Amending the Boundary of the Hurricane Valley Fire Special Service District to include the Corporate Limits of the City of Hurricane, recorded November 9, 2015, as Doc. No. 20150039260 , Official Washington County Records and Hurricane Valley Fire District 3rd Amended, recorded November 9, 2015, as Doc. No. 20150039261 , Official Washington County Records.

    Hurricane Valley Fire District 4th Amended, Extended & Clarified, recorded December 14, 2015, as Doc. No. 20150043173 , Official Washington County Records.

    5th Amended & Extended Hurricane Valley Fire District Local Entity Plat, recorded November 8, 2019, as Doc. No. 20190046477 , Official Washington County Records, A Resolution Amending the Boundary of The Hurricane Valley Fire Special Service District to Include the Area Within the Rockville-Springdale Fire Special Service District, recorded November 8, 2019, as Doc. No. 20190046478 , Official Washington County Records and Certificate of Boundary Adjustment, with 5th Amended and Extended Hurricane Valley Fire District Local Entity Plat Boundary Description, recorded November 8, 2019, as Doc. No. 20190046479 , Official Washington County Records.

18. Notice of Reinvestment Fee, executed by Quail Lake Est Amd 5(H) Subdivision, recorded May 4, 2011, as Doc. No. 20110013820 , Official Washington County Records. (Affects this and other property)

19. We find no Open Deed of Trust/Trust Deed of Record. Require any party with knowledge to the contrary to inform this Office prior to any Final Plat Approval.

20. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Proposed Plat of "QUAIL LAKE ESTATES PLANNED UNIT DEVELOPMENT AMENDED #5 PARTIAL AMENDMENT "C" (LOT13)".

21. Require the proposed Amended Subdivision Plat meet all Subdivision Plat Policy requirements of the Washington County Recorder revised April 27, 2020.

22. This report is provided for information purposes only and is not intended to be a Commitment to issue Title Insurance.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Report.

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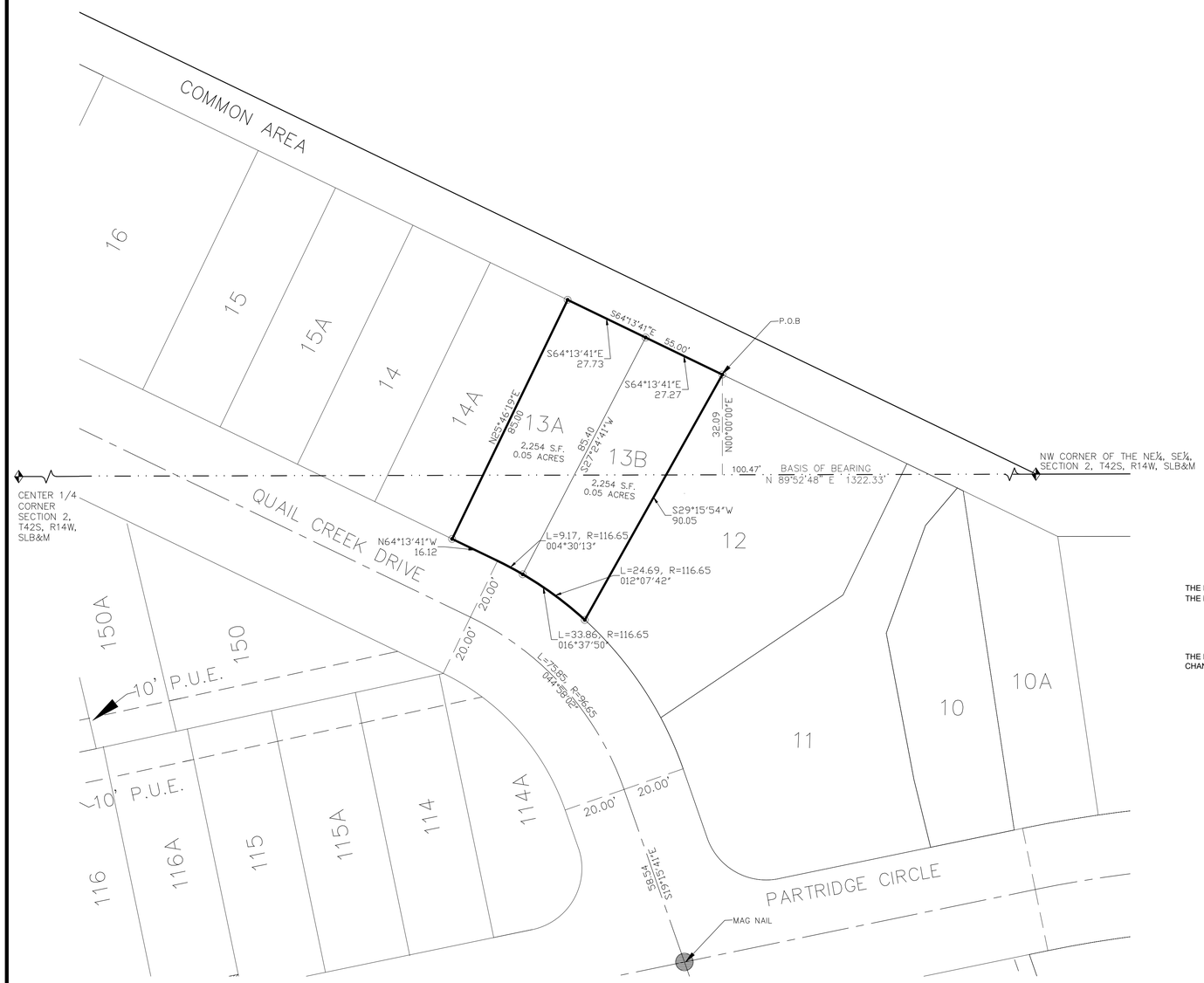
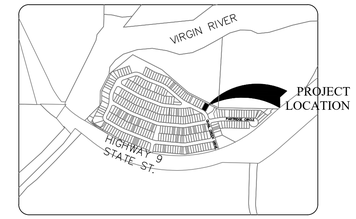
For reference only:

QUAIL LAKE ESTATES PLANNED UNIT DEVELOPMENT AMENDED #5 PARTIAL AMENDMENT "C" (LOT 13)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH



VICINITY MAP



GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft. (24x36 SHEET)

N

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 89°52'48" EAST, BETWEEN THE CENTER 1/4 CORNER AND THE NW CORNER OF THE NE¼, SE¼, OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SLB&M.

AMENDMENT NOTE

THE PURPOSE OF THIS AMENDED PLAT IS TO SPLIT THE LOT 13 INTO TWO SEPARATE PARCELS. NO OTHER CHANGES TO THE ORIGINAL PLAT ARE INTENDED WITH THIS AMENDED PLAT.

LEGEND

- SPECIFIES PROPERTY CORNER MONUMENT (ALPHA ENG. REBAR & CAP)
- CENTERLINE
- EASEMENT LINE
- BOUNDARY LINE

SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174919, 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 HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

QUAIL LAKE ESTATES PLANNED UNIT DEVELOPMENT AMENDED #5 PARTIAL AMENDMENT "C" (LOT 13)

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO A LOT AND EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTIONS

Commencing at the Northwest Corner of the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Thence South 89°52'48" West, along the Center Section line, a distance of 100.47 feet Thence North 00°00'00" East, a distance of 32.09 feet, to the Point of Beginning, said point being on the Northerly boundary line of Quail Lake Estates Planned Unit Development Amended #5, per Entry #824879, Official Washington County Records, and the Northwest Corner of Lot 12; Thence South 29°15'54" West, a distance of 90.05 feet to the Southwest Corner of said Lot 12, and the beginning of a non-tangent curve to the left, of which the radius point lies South 42°24'09" West, a radial distance of 116.65 feet; thence Northwesterly along the arc of said curve, through a central angle of 16°37'50", a distance of 33.86 feet; Thence North 64°13'41" West, a distance of 16.12 feet, to the Southeast Corner of Lot 14A; Thence North 25°46'19" East, a distance of 85.00 feet, to the Northeast Corner of said Lot 14A; Thence South 64°13'41" East, a distance of 55.00 feet to the Point of Beginning.

Containing: 4,509 square feet or 0.10 acres, more or less.

DATE

PROFESSIONAL LAND SURVEYOR No. 174919 SCOTT P. WOOLSEY State of Utah

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO TWO LOTS TO BE HEREAFTER KNOW AS:

QUAIL LAKE ESTATES PLANNED UNIT DEVELOPMENT AMENDED #5 PARTIAL AMENDMENT "C" (LOT 13)

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS UTILITY, AND DRAINAGE EASEMENTS. ALL LOTS ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNER DOES HEREBY CONVEY AND WARRANT TO HURRICANE CITY, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2023.

BY: _____.

RLC MD INVESTMENTS, LLC, A UTAH
LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF _____)
§
COUNTY OF _____)

ON THIS _____ DAY OF _____ A.D. 2023, PERSONALLY APPEARED _____, OF RLC MD INVESTMENTS LLC, A UTAH LIMITED LIABILITY COMPANY, 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.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN _____

_____
NOTARY PUBLIC (SIGNATURE)
NO STAMP REQUIRED (UTAH CODE 46-1-16(6))

FINAL PLAT OF

QUAIL LAKE ESTATES PLANNED UNIT DEVELOPMENT AMENDED #5 PARTIAL AMENDMENT "C" (LOT 13)

2041-01 SVY.DWG (NOVEMBER 2023)

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL	
I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 2023.	I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 2023.	Approved as to Form, this the ___ day of _____, A.D. 2023.	We, the City Council of Hurricane City, have reviewed the above plat and hereby accept said plat with all commitments and all obligations pertaining thereto.	I, Washington County Treasurer, certify on this _____ day of _____ A.D. 2023 that all taxes, special assessments, and fees due and owing on this subdivision Final Plat have been paid in full.	
SUPERINTENDENT ASH CREEK SPECIAL SERVICE DISTRICT	City Engineer Hurricane City Date	City Attorney Hurricane City	Mayor Hurricane City Attest: City Recorder Hurricane City	Washington County Treasurer	Washington County Recorder

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**01/18/2024**
Application Number:	AFP23-19
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	RLC MD Investments LLC
Agent:	Ryan Scholes/Alpha Engineering
Request:	Approval of an Amended Final Plat
Location:	4400 W State St #13
Zoning:	MH/RV
General Plan Map:	Multifamily

Discussion: The applicant has applied to amend the final plat for Quail Lake Estates to split Lot 13 into two lots. Quail Lake Estates was approved in the 1980s and then was later approved to split each lot into two parcels (most units within the development take up two parcels). County records do not provide any information regarding why this lot was not included with the previous lot splits. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments.

JUC Comments

1. **Public Works:** No comments.
2. **Engineering:** No comments.
3. **Streets:** No comments.
4. **Water:** Okay.
5. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the proposed plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.
6. **Cable:** No comments.
7. **Fire:** Okay.
8. **Power:** No concerns.
9. **Sewer:** Another lateral will need to be installed to service the new lot.

Staff Comments

1. The plat does meet amended final plat standards contained in Utah Code 10-9a-608. Subdivision Amendments, updated in 2023. 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. Describe the differences between from 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. Additional impact fees will need to be paid for the additional lot.
4. As the current existing lot does not meet current zoning ordinances and the size of lots requested has been approved by the City in this development in the past, staff believes that this request can be considered acceptable.

Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards and approve the amended final plat subject to staff and JUC comments.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **amended final plat for Dixie Springs Plat B Lots 210 and 211** located at 3849 W 2700 S. Ryan Scholes, Applicant.

Discussion:
The applicant has applied to amend the final plat for Dixie Springs Plat B to combine Lots 210 and 211. Combining lots within a recorded subdivision requires approval of an amended final plat. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments.

Findings:

Recommendation:

Attachments:
1. AFP23-20_
2. Final_Plat_Map
3. Title_Report
4. AFP23-20 Dixie Springs Plat B Lots 210_211 CC staff report

Hurricane City
Application

Application Accepted Date: 12/20/2023

Type of Improvement: Subdivision (Final Plat Amendment)

Description: Remove lot line between Lots 210 and 211

Tenant / Project Name: Dixie Springs Plat B Partial Amendment "B" Lots 210 & 211

Bldg. Address: 3849 W 2700 S

City: Hurricane City State: UT Zip: 84737

Subdivision: Dixie Springs B 2nd Amended Phase: B

Block: Lot #: 210-211 Parcel #: H-DSP-B-211-A

Property Owner: Christopher Christensen

Permit Contact: Ryan Scholes P:(435) 628-6500

Email: ryanscholes@alphaengineering.com

CONTACT INFORMATION

General Contractor:

License #: P:

City: State: Zip:

Email:

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	150.00
Planning Fee	$	150.00
Sub Total:	**$**	**150.00**
Permit Total:	**$**	**150.00**
Amount Paid:	**$**	**150.00**
Remaining Due:	**$**	**0.00**

APPROVALS		DATE	INFO
Plan Review Finalized:	Yes	12/28/23	Brienna Spencer

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDAFP23-20

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Ryan Scholes

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Brienna Spencer 12/28/2023

Application Issued By: Date:

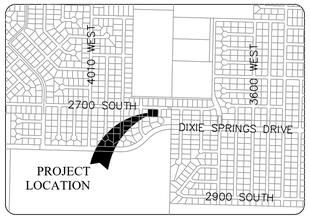
Receipt #:

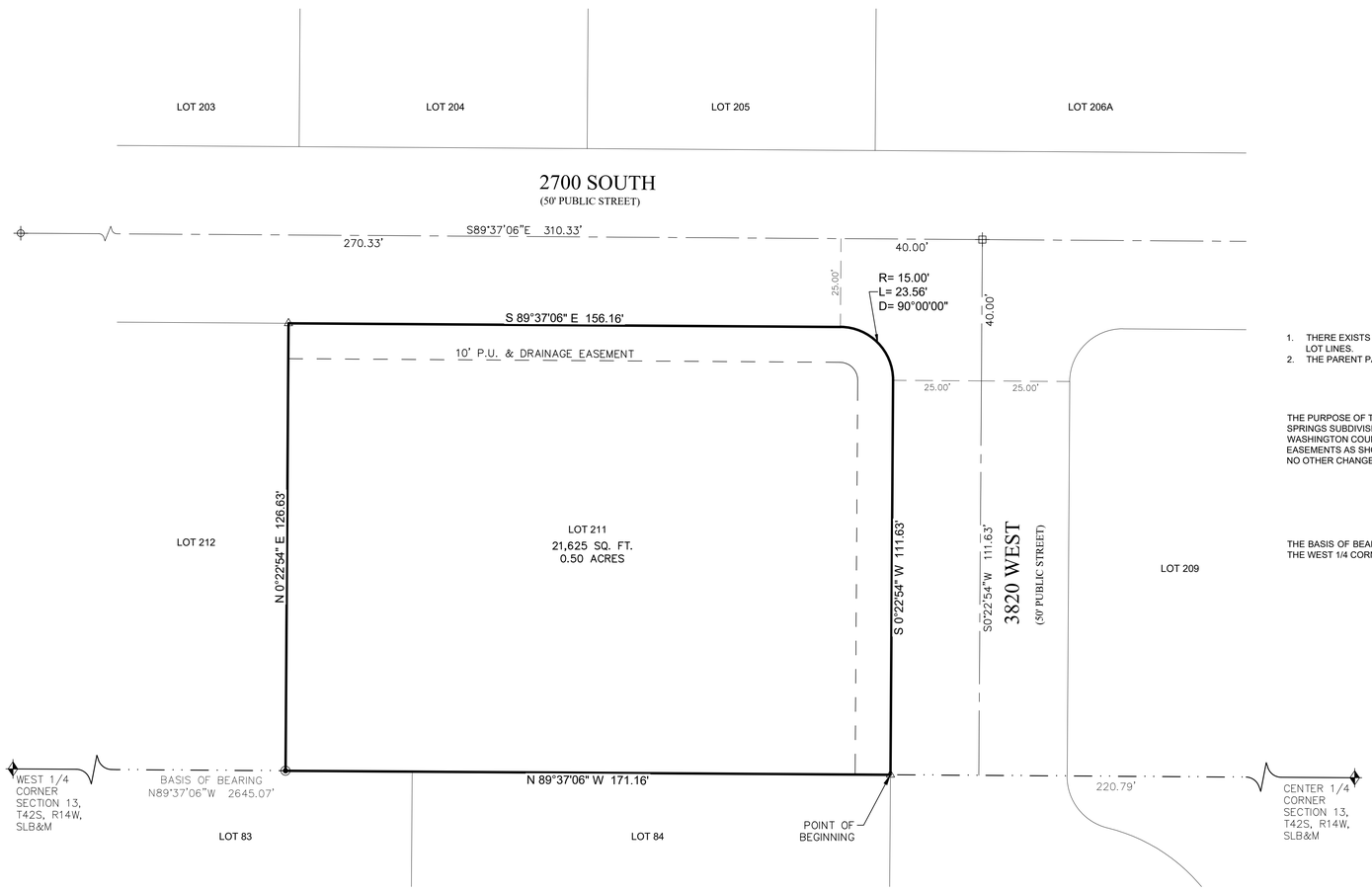
DRAFT

DIXIE SPRINGS PLAT B
PARTIAL AMENDMENT "B"
(LOTS 210 & 211)

LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH

VICINITY MAP





GENERAL NOTES & RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE FRONTAGE OF ALL LOT LINES.
2. THE PARENT PARCELS FOR THIS SUBDIVISION ARE H-SDP-B-211-A.

AMENDMENT NOTE

THE PURPOSE OF THIS AMENDED PLAT IS TO REMOVE THE LINE BETWEEN LOTS 210 AND 211 OF DIXIE SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION PLAT "B" AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 968045 AND UPDATE PUBLIC UTILITY & DRAINAGE EASEMENTS AS SHOWN HEREON.
NO OTHER CHANGES ARE INTENDED WITH THIS AMENDED PLAT.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 89°37'06" WEST, BETWEEN THE CENTER 1/4 CORNER AND THE WEST 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174919, 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 HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

DIXIE SPRINGS PLAT B PARTIAL AMENDMENT "B"

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO A LOT AND EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

COMMENCING AT THE CENTER 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°37'06" WEST 220.79 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING AND RUNNING THENCE NORTH 89°37'06" WEST 171.16 FEET ALONG THE CENTER SECTION LINE; THENCE NORTH 00°22'54" EAST 126.63 FEET TO THE NORTHEAST CORNER OF LOT 212, DIXIE SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION PLAT "B", RECORDED AS DOCUMENT 968045 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE SOUTH 89°37'06" EAST 156.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY 23.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 00°22'54" WEST 111.63 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,625 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

PROFESSIONAL LAND SURVEYOR
No. 174919
SCOTT P. WOOLSEY
State of Utah

_____
DATE

SCOTT P. WOOLSEY
P.L.S. 174919

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO A LOT AND UTILITY & DRAINAGE EASEMENTS TO BE HEREAFTER KNOW AS:

DIXIE SPRINGS PLAT B PARTIAL AMENDMENT "B"

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENTS. ALL LOTS AND EASEMENTS ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNERS DO HEREBY CONVEY AND WARRANT TO HURRICANE CITY, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2023.

THE CHRISTOPHER AND LAURALEE CHRISTENSEN FAMILY TRUST, DATED JULY 18, 2013

_____ _____
CHRISTOPHER K. CHRISTENSEN, TRUSTEE LAURALEE M. CHRISTENSEN, TRUSTEE

ACKNOWLEDGMENT

STATE OF UTAH)
§
COUNTY OF WASHINGTON)

ON THIS _____ DAY OF _____ A.D. 2023, PERSONALLY APPEARED CHRISTOPHER K. CHRISTENSEN, TRUSTEE AND LAURALEE M. CHRISTENSEN, TRUSTEE OF THE CHRISTOPHER AND LAURALEE CHRISTENSEN FAMILY TRUST, DATED JULY 18, 2013, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

NO STAMP REQUIRED
(UTAH CODE 46-1-16(7))

_____
NOTARY PUBLIC (SIGNATURE)

LEGEND

- SECTION CORNER MONUMENT
- CLASS I 2" BRASS CAP MONUMENT FOUND
- CLASS II ALUM CAP MONUMENT FOUND
- SPECIFIES PROPERTY CORNER MONUMENT TO BE SET (ALPHA ENG. REBAR & CAP)
- SPECIFIES PROPERTY CORNER MONUMENT TO BE SET (NAIL IN CURB)
- CENTERLINE
- PUBLIC UTILITY & DRAINAGE EASEMENT (P.U.&D.E.)

2038-01 AMD PLAT.DWG (NOVEMBER 2023)

GRAPHIC SCALE
20 0 10 20 40
1 inch = 20 ft. (24x36 SHEET)

N

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

FINAL PLAT OF

DIXIE SPRINGS PLAT B PARTIAL AMENDMENT "B" (LOTS 210 & 211)

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL	
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____ DAY OF _____, 2023.	I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____ DAY OF _____, 2023.	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 2023.	WE, THE CITY COUNCIL OF HURRICANE CITY, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____ A.D. 2023 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
SUPERINTENDENT ASH CREEK SPECIAL SERVICE DISTRICT	CITY ENGINEER HURRICANE CITY DATE	CITY ATTORNEY HURRICANE CITY	MAYOR HURRICANE CITY ATTEST: CITY RECORDER HURRICANE CITY	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

Transaction Identification Data for reference only:
Report Number: 229708
Searcher: Jarom Taylor
Searcher Utah License Number: 691339
Searcher Contact: (435) 634-7991 | jarom@sutc.com

SCHEDULE A

1. Effective Date: November 17, 2023 at 7:00AM

2. Report: Subdivision Report prepared for "DIXIE SPRINGS PLAT B PARTIAL AMENDMENT "B"", a proposed subdivison

3. Title to the FEE SIMPLE estate or interest in the land is at the Effective Date vested in:
Christopher K. Christensen and Lauralee M. Christensen, Trustees of The Christopher and Lauralee Christensen Family Trust, dated July 18th, 2013

4. The land referred to in this Report is situated in the County of Washington, State of UTAH, and described as follows:
See attached Exhibit A-Legal Description

Southern Utah Title Company

By: Joseph McPhie
Authorized Signatory

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EXHIBIT A
Legal Description

COMMENCING AT THE CENTER 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°37'06" WEST 220.79 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING AND RUNNING THENCE NORTH 89°37'06" WEST 171.16 FEET ALONG THE CENTER SECTION LINE; THENCE NORTH 00°22'54" EAST 126.63 FEET TO THE NORTHEAST CORNER OF LOT 212, DIXIE SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION PLAT "B", RECORDED AS DOCUMENT 968045 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE SOUTH 89°37'06" EAST 156.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY 23.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 00°22'54" WEST 111.63 FEET TO THE POINT OF BEGINNING.

Proposed "DIXIE SPRINGS PLAT B PARTIAL AMENDMENT "B"
Tax Serial No. H-DSP-B-211-A

***

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SCHEDULE B
Exceptions

1. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land, or claiming to be in possession thereof.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Taxes or assessments which are not now payable or 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 notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.

10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.

11. Taxes for the year 2023, in the following amount(s), are PAID:

    $4,334.23 under Tax Serial No. H-DSP-B-211-A, Account No. 0589559.

12. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Official Plat of "DIXIE SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION PLAT B", Official Washington County Records.

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13. The Effect of the Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those 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, recorded May 1, 1998, as Entry No. 601292 , in Book 1209, at Pages 1-10, and Amendment thereto recorded June 29, 2010, as Doc. No. 20100021359 , and Amendment thereto recorded December 10, 2012, as Doc. No. 20120042253 , and Amendment thereto recorded March 20, 2013, as Doc. No.20130010330 , and Third Amendment to Declaration of Covenants, Conditions, and Restrictions, recorded August 26, 2014, as Doc. No. 20140026145 , and Fourth Amendment to Declaration of Covenant, Conditions and Restriction, recorded September 3, 2015, as Doc. No. 20150031285 , and Corrective Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, recorded February 22, 2016, as Doc. No. 20160005548 , and Fifth Amendment to Declaration of Dixie Springs Subdivision, recorded November 1, 2022, as Doc. No. 20220048624 , and Order Granting Defendant's Application for Preliminary Injunction, recorded September 12, 2023, as Doc No. 20230027435 , Official Washington County Records.

14. Less and Excepting therefrom all oil, gas and other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and or removing the same and rights thereto.

15. Liability to Assessments levied by the Ash Creek Special Service District, as disclosed by Resolution No. R-2003-857, recorded June 12, 2003, as Entry No. 824223 , in Book 1554, at Pages 102-106, Official Washington County Records. (Affects this and other property)

16. Liability to Assessments levied by the Board of County Commissioners of Washington County, Utah, creating and establishing a Special Service District ("Hurricane Valley Fire Special Service District") to provide for fire protection, paramedic services, and ambulance services, as disclosed by Resolution No. R-2007-1203, recorded December 22, 2009, as Doc. No. 20090048182 , Official Washington County Records. (Affects this and other property)

    A Resolution Amending the Boundary of the Hurricane Valley Fire Special Service District, recorded March 1, 2010, as Doc. No. 20100006648 , Official Washington County Records.

    2nd Amended Hurricane Valley Fire Special Service District, recorded December 30, 2010, as Doc. No. 20100044122 , Official Washington County Records.

    Resolution No. R-2015-1946, A Resolution Amending the Boundary of the Hurricane Valley Fire Special Service District to include the Corporate Limits of the City of Hurricane, recorded November 9, 2015, as Doc. No. 20150039260 , Official Washington County Records and Hurricane Valley Fire District 3rd Amended, recorded November 9, 2015, as Doc. No. 20150039261 , Official Washington County Records.

    Hurricane Valley Fire District 4th Amended, Extended & Clarified, recorded December 14, 2015, as Doc. No. 20150043173 , Official Washington County Records.

    5th Amended & Extended Hurricane Valley Fire District Local Entity Plat, recorded November 8, 2019, as Doc. No. 20190046477 , Official Washington County Records, A Resolution Amending the Boundary of The Hurricane Valley Fire Special Service District to Include the Area Within the Rockville-Springdale Fire Special Service District, recorded November 8, 2019, as Doc. No. 20190046478 , Official Washington County Records and Certificate of Boundary Adjustment, with 5th Amended and Extended Hurricane Valley Fire District Local Entity Plat Boundary Description, recorded November 8, 2019, as Doc. No. 20190046479 , Official Washington County Records.

17. Restrictive, recorded June 17, 2016, as Doc. No. 20160021552 , Official Washington County Records.

18. We find no Open Deed of Trust/Trust Deed of Record. Require any party with knowledge to the contrary to inform this Office prior to any Final Plat Approval.

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For reference only:

19. Require the proposed Amended Subdivision Plat meet all Subdivision Plat Policy requirements of the Washington County Recorder revised April 27, 2020.

20. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Proposed Plat of "DIXIE SPRINGS PLAT B PARTIAL AMENDMENT "B"".

21. This report is provided for information purposes only and is not intended to be a Commitment to issue Title Insurance.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Report.

***

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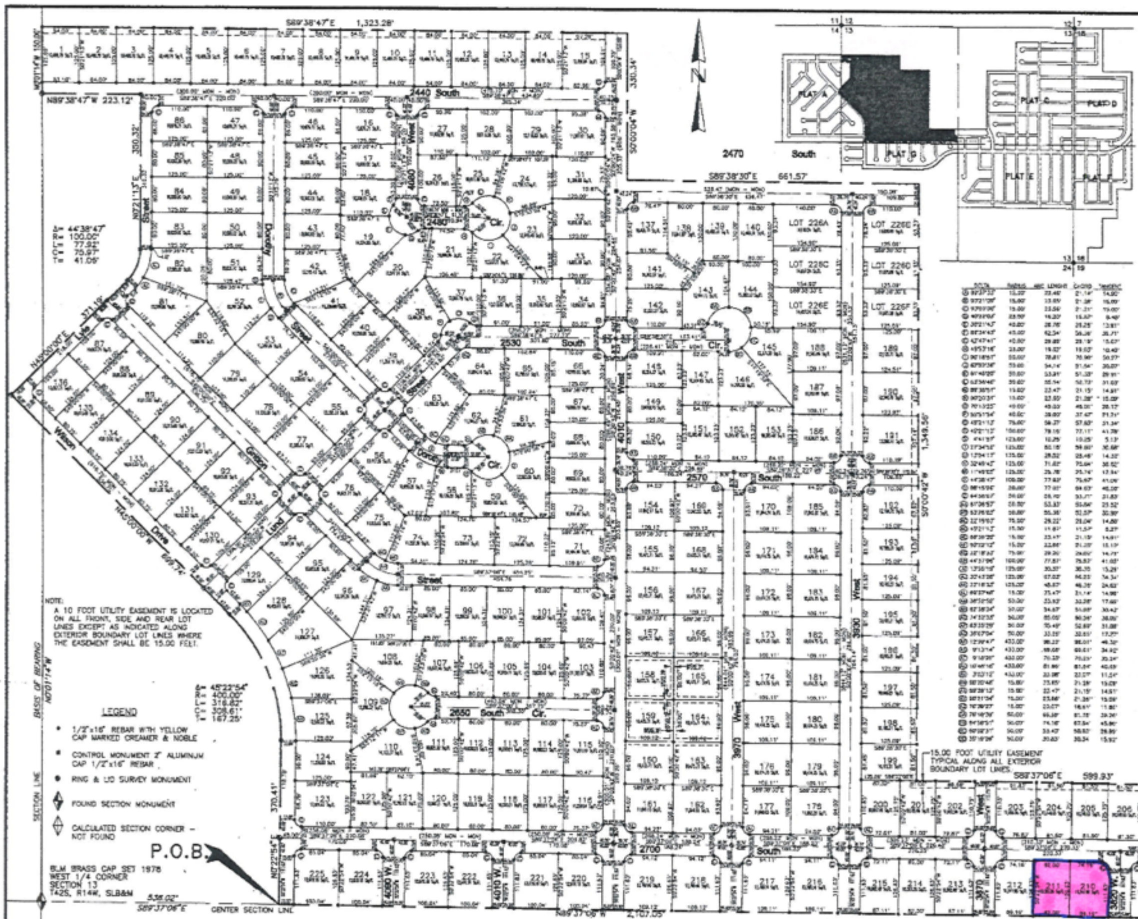
For reference only:

This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy.



NOTE:
A 10 FOOT UTILITY EASEMENT IS LOCATED ON ALL FRONT, SIDE AND REAR LOT LINES EXCEPT AS INDICATED ALONG EXTERIOR BOUNDARY LOT LINES WHERE THE EASEMENT SHALL BE 15.00 FEET.

LEGEND

- 1/2"x18" REBAR WITH YELLOW CAP MARKED CREAMER & NOBLE
- CONTROL MONUMENT 2" ALUMINUM CAP 1/2"x16" REBAR
- RING & LID SURVEY MONUMENT
- FOUND SECTION MONUMENT
- CALCULATED SECTION CORNER – NOT FOUND

SURVEYOR'S CERTIFICATE

I, VAL J. HAWS DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, HOLDING CERTIFICATE NO. 156367, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE 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, HEREAFTER TO BE KNOWN AS

Dixie Springs Subdivision Second Amendment and Extension PLAT "B"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE CENTER SECTION LINE OF SECTION 13, T42S, R14W, SLB&M, S89°37'06"E, 538.02 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 13, SAID POINT BEING ON THE CENTER LINE OF WILSON DRIVE; THENCE ALONG THE SAID CENTERLINE N0°22'54"E, 370.41 FEET TO THE POINT OF A 400 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC 316.82 FEET; THENCE N45°00'00"W, 699.74 FEET TO A POINT ON THE CENTERLINE OF LYLE STREET; THENCE ALONG THE SAID CENTERLINE N45°00'00"E, 371.19 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC 77.92 FEET; THENCE N0°21'13"E, 350.32 FEET TO A POINT ON THE CENTERLINE OF 2440 SOUTH STREET; THENCE ALONG SAID CENTERLINE N89°38'47"W, 223.12 FEET TO THE WEST SECTION LINE OF SAID SECTION 13; THENCE ALONG THE SECTION LINE N0°01'14"W, 150.00 FEET; THENCE S89°38'47"E, 1,323.28 FEET; THENCE S0°00'04"W, 330.34 FEET; THENCE S89°38'30"E, 661.57 FEET; THENCE S0°00'42"W, 1,349.56 FEET; THENCE S89°37'03"E, 599.93 FEET; THENCE S0°22'54"W, 150.75 FEET; THENCE S89°37'06"E, 62.34 FEET TO THE CENTER SECTION LINE OF SAID SECTION 13; THENCE ALONG THE CENTER SECTION LINE S0°01'22"W, 151.63 FEET TO THE CENTER SECTION CORNER OF SAID SECTION 13; THENCE ALONG THE CENTER SECTION LINE N89°37'06"W, 2,107.05 FEET TO THE POINT OF BEGINNING.
CONTAINING 77.27 ACRES.
BASIS FOR BEARING: N0°01'14"W BETWEEN THE WEST 1/4 CORNER AND THE NORTHWEST SECTION CORNER OF SECTION 13, T42S, R14W, SLB&M.

DATE: June 1 2005

VAL J. HAWS
CREAMER & NOBLE
435
ST. GEORGE, UTAH 84770

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT, I, KIMBALL L. YOUNG, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREET, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREET RIGHT-OF-WAY AND EASEMENTS, TO BE HEREAFTER KNOWN AS

Dixie Springs Subdivision Second Amendment and Extension PLAT "B"

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS 8th DAY OF June A.D. 2005

BY: ______ KIMBALL L. YOUNG

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE 8th DAY OF June A.D. 2005 PERSONALLY APPEARED IN SAID STATE OF UTAH, KIMBALL L. YOUNG, THE SIGNER OF THE ABOVE OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 9-26-2009 ______ NOTARY PUBLIC RESIDING IN WASHINGTON COUNTY

LYNETTE T. SIMGRAD

Dixie Springs Subdivision Second Amendment and Extension PLAT "B"

1. THIS PLAT WAS AMENDED TO CREATE 6 LOTS FROM LOT 226, NUMBERED 226A THROUGH 226F, AND TO PROVIDE ROADWAY ACCESS TO THE NEWLY CREATED LOTS.
2. THE AMENDMENT OF THIS PLAT WAS APPROVED BY THE WASHINGTON COUNTY COMMISSION PURSUANT TO UTAH CODE ANNOTATED 17-27-808 TO 17-27-810 (1953, AS AMENDED) FOLLOWING A PUBLIC HEARING HELD ON ______ 2005.

CREAMER & NOBLE ENGINEERS

Drawn By: LOB | Checked By: VJH | Date: 3/1/05

COUNTY TREASURER'S CERTIFICATE

PLANNING COMMISSION
ON THIS THE 12th DAY OF May A.D. 2005 ...

COUNTY SURVEYOR'S CERTIFICATE

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 26th DAY OF August A.D. 2005
COUNTY ATTORNEY

APPROVAL & ACCEPTANCE by WASHINGTON COUNTY, UTAH

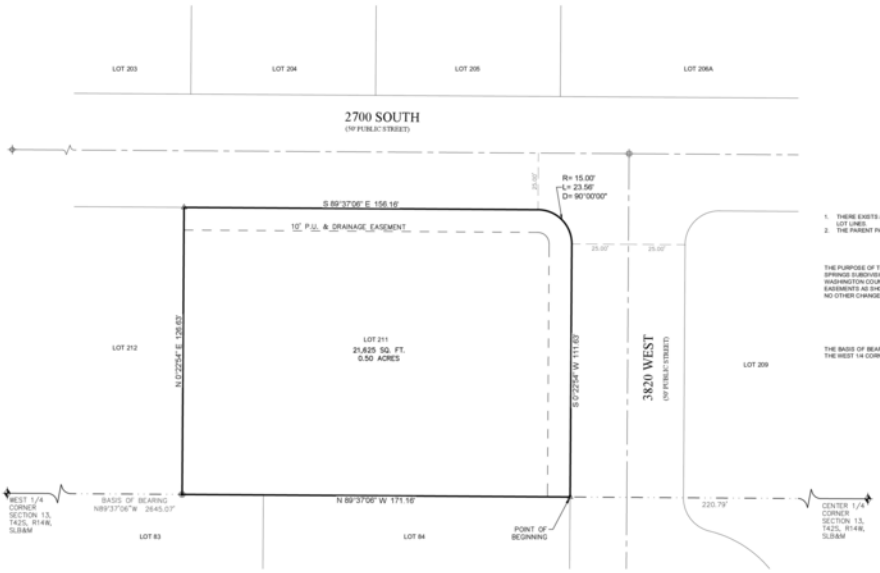
RECORDED No. 968045
STATE OF UTAH, COUNTY OF WASHINGTON
RECORDED AND FILED AT THE REQUEST OF: KIMBALL YOUNG
DATE: 8-30-2005 TIME: 12:23 PM BOOK: 1784 PAGE: 535
FEE $261.00
DEPUTY COUNTY RECORDER

This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy.

DIXIE SPRINGS PLAT B
PARTIAL AMENDMENT "B"
(LOTS 210 & 211)

LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH

VICINITY MAP



GENERAL NOTES & RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE FRONTAGE OF ALL LOT LINES.
2. THE PARENT PARCELS FOR THIS SUBDIVISION ARE H-SDP-B-211-A.

AMENDMENT NOTE

THE PURPOSE OF THIS AMENDED PLAT IS TO REMOVE THE LINE BETWEEN LOTS 210 AND 211 OF DIXIE SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION PLAT "B" AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 968045 AND UPDATE PUBLIC UTILITY & DRAINAGE EASEMENTS AS SHOWN HEREON.
NO OTHER CHANGES ARE INTENDED WITH THIS AMENDED PLAT.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 89°37'06" WEST, BETWEEN THE CENTER 1/4 CORNER AND THE WEST 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174919, 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 HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

DIXIE SPRINGS PLAT B PARTIAL AMENDMENT "B"

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO A LOT AND EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

COMMENCING AT THE CENTER 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°37'06" WEST 220.79 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING AND RUNNING THENCE NORTH 89°37'06" WEST 171.16 FEET ALONG THE CENTER SECTION LINE; THENCE NORTH 0°22'54" EAST 126.63 FEET TO THE NORTHEAST CORNER OF LOT 212, DIXIE SPRINGS SUBDIVISION SECOND AMENDMENT AND EXTENSION PLAT "B", RECORDED AS DOCUMENT 968045 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE SOUTH 89°37'06" EAST 156.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY 23.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 0°22'54" WEST 111.63 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,625 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

DATE

No. 174919
SCOTT P. WOOLSEY
STATE OF UTAH
LICENSED LAND SURVEYOR

SCOTT P. WOOLSEY
P.L.S. 174919

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO A LOT AND UTILITY & DRAINAGE EASEMENTS TO BE HEREAFTER KNOW AS:

DIXIE SPRINGS PLAT B PARTIAL AMENDMENT "B"

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENTS. ALL LOTS AND EASEMENTS ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNERS DO HEREBY CONVEY AND WARRANT TO HURRICANE CITY, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2023.

THE CHRISTOPHER AND LAURALEE CHRISTENSEN FAMILY TRUST, DATED JULY 18, 2013

CHRISTOPHER K. CHRISTENSEN, TRUSTEE

LAURALEE M. CHRISTENSEN, TRUSTEE

ACKNOWLEDGMENT

STATE OF UTAH)
:S
COUNTY OF WASHINGTON)

ON THIS _____ DAY OF _____ A.D. 2023, PERSONALLY APPEARED CHRISTOPHER K. CHRISTENSEN, TRUSTEE AND LAURALEE M. CHRISTENSEN, TRUSTEE OF THE CHRISTOPHER AND LAURALEE CHRISTENSEN FAMILY TRUST, DATED JULY 18, 2013, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

NO STAMP REQUIRED
(UTAH CODE 46-1-16(7))

NOTARY PUBLIC (SIGNATURE)

LEGEND

- SECTION CORNER MONUMENT
- CLASS I 2" BRASS CAP MONUMENT FOUND
- CLASS II ALUM CAP MONUMENT FOUND
- SPECIFIES PROPERTY CORNER MONUMENT TO BE SET (ALPHA ENG. REBAR & CAP)
- SPECIFIES PROPERTY CORNER MONUMENT TO BE SET (NAIL IN CURB)
- CENTERLINE
- PUBLIC UTILITY & DRAINAGE EASEMENT (P.U.&D.E.)

2038-01 AND PLAT.DWG (NOVEMBER 2023)

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

GRAPHIC SCALE
20 0 10 20 40
1 inch = 20 ft. (24x36 SHEET)

N

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEERS APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL	
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____ DAY OF _____ 2023.	I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____ DAY OF _____ 2023.	APPROVED AS TO FORM, THIS THE _____ DAY OF _____ A.D. 2023.	WE, THE CITY COUNCIL OF HURRICANE CITY, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS _____ DAY OF _____ A.D. 2023 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
SUPERINTENDENT ASH CREEK SPECIAL SERVICE DISTRICT	CITY ENGINEER HURRICANE CITY — DATE	CITY ATTORNEY HURRICANE CITY	MAYOR HURRICANE CITY — ATTEST: CITY RECORDER HURRICANE CITY	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

FINAL PLAT OF
DIXIE SPRINGS PLAT B
PARTIAL AMENDMENT "B"
(LOTS 210 & 211)

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**01/18/2024**
Application Number:	AFP23-20
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Chris Christensen
Agent:	Ryan Scholes/Alpha Engineering
Request:	Approval of an Amended Final Plat
Location:	3849 W 2700 S
Zoning:	R1-10
General Plan Map:	Single Family

Discussion: The applicant has applied to amend the final plat for Dixie Springs Plat B to combine Lots 210 and 211. Combining lots within a recorded subdivision requires approval of an amended final plat. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments.

JUC Comments

1. **Public Works:** No comments.
2. **Engineering:** Kill services to the additional lot.
3. **Streets:** Okay with amendment.
4. **Water:** Extra service will need to be terminated back to the main line and meter removed.
5. **Cable:** No comments.
6. **Fire:** Okay.
7. **Sewer:** No comments.
8. **Power:** Approved by Dixie Power.

Staff Comments

1. The plat does meet amended final plat standards contained in Utah Code 10-9a-608. Subdivision Amendments, updated in 2023. 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. Describe the differences between from 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. Additional services for the second lot need to be cut and capped.

Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards and the amended final plat subject to staff and JUC comments.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **amended final plat for Pecan Valley Resort Phase 1 located at 5210 W 2400 S**. Chris Wyler, Applicant. Brandee Walker, Agent.

Discussion:
The applicant has applied to amend the final plat for Pecan Valley Resort Phase 1 to combine two end units on seven different buildings into one unit. This will create seven larger townhome units and decrease the overall number of units on this plat from 54 units to 47 units. This is the second amendment of this final plat to increase the size of some units. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments.

Findings:

Recommendation:

Attachments:
1. AFP23-21_
2. Title_Report
3. Final_Plat_Map
4. AFP23-21 Pecan Valley Resort Phase1 CC staff report

Hurricane City
Application

Application Accepted Date: 12/27/2023

Type of Improvement: Subdivision (Final Plat Amendment)

Description: Amendment to combine & widen a portion of units.

Tenant / Project Name: 2nd Amended Final Plat - Pecan Valley Resort Phase 1

Bldg. Address: 5210 West 2400 South

City: Hurricane City State: UT Zip: 84737

Subdivision: Pecan Valley Resort Phase 1, 2nd Amended Phase: 1

Block: Lot #: Parcel #: H-PEVR-1

Zone: PD

Property Owner: Chris Wyler

Permit Contact: Brandee Walker P:(435) 668-4023

Email: bwalker@civilscience.com

CONTACT INFORMATION

Engineer of Record: Civil Science

Email: bwalker@civilscience.com P: (435) 668-4023

General Contractor: Pecan Valley Development LLC

License #: P: (435) 467-2216

Address: 5202 W 2250 S

City: Hurricane State: UT Zip: 84737

Email: wyltile@gmail.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	150.00
Planning Fee	$	150.00
Sub Total:	**$**	**150.00**
Permit Total:	**$**	**150.00**
Amount Paid:	**$**	**150.00**
Remaining Due:	**$**	**0.00**

APPROVALS		DATE	INFO
Plan Review Finalized:	Yes	12/28/23	Brienna Spencer

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDAFP23-21

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Brandee Walker

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Brienna Spencer Date: 12/28/2023

Application Issued By: Date:

Receipt #: 8.175221-12/27/23

DRAFT

Escrow / closing inquiries should be directed to:
Todd Spriggs, Escrow Officer
435-677-8006 / Todd@GTTitle.net
1224 S. River Rd., Bldg. B, Ste. 206, St. George, UT 84790

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 Amount of Insurance 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 S. River Rd., Bldg. B, Ste. 206
St. George, UT 84790
P: 435-656-1000 | F: 435-656-9069 | www.GTTitle.com

By: _____
Tyler J. Turner, President

WESTCOR LAND TITLE INSURANCE COMPANY
875 Concourse Parkway South, Ste. 200
Maitland, FL 32751
P: 866-629-5842 | www.WLTIC.com

By: _____
President

Attest: _____
Secretary

Transaction Identification Data, For Reference Purposes Only:
Commitment Number: **W55669T**
Tax Parcel No(s).: **H-PEVR-1-101 THRU 154, H-PEVR-1-COMMON**
Property Address(es):
ADDRESS UNASSIGNED, HURRICANE, UT 84737
ADDRESS UNASSIGNED, HURRICANE, UT 84737

Escrow / closing inquiries should be directed to:
Todd Spriggs, Escrow Officer
435-677-8006 / Todd@GTTitle.net
1224 S. River Rd., Bldg. B, Ste. 206, St. George, UT 84790

COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment No.:	**W55669T**
Issuing Agent:	Griffiths & Turner / GT Title Services, Inc.
Title Officer:	Robby Williams
Underwriter:	Westcor Land Title Insurance Co.
Tax Parcel No(s).:	**H-PEVR-1-101 THRU 154, H-PEVR-1-COMMON**
Property Address(es):	**ADDRESS UNASSIGNED, HURRICANE, UT 84737**
	ADDRESS UNASSIGNED, HURRICANE, UT 84737

SCHEDULE A

1. Commitment Date: **December 18, 2023**, 7:59 AM

2. Policy(ies) to be issued:

   2021 ALTA Owners Policy
   Proposed Amount of Insurance:
   Estate/Interest to be insured: Fee Simple
   Proposed Insured: **NONE**

   2021 ALTA Loan Policy
   Proposed Amount of Insurance:
   Endorsements (if any):
   Estate/Interest to be insured: Fee Simple
   Proposed Insured: **NONE**

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in:

   PECAN VALLEY DEVELOPMENT, LLC, a Utah limited liability company, who acquired title as PECAN VALLEY DEVELOPMENT, LLC

   and

   ARTISAN HOMES, LLC, A UTAH LIMITED LIABILITY COMPANY

5. The Land is located in **WASHINGTON** County, State of Utah and is described as follows:

   See Attached Exhibit "A"

Information for Reference Purposes Only:
Parcel Number(s): **H-PEVR-1-101 THRU 154,**
H-PEVR-1-COMMON
Property Address(es):
ADDRESS UNASSIGNED, HURRICANE, UT 84737
ADDRESS UNASSIGNED, HURRICANE, UT 84737

EXHIBIT "A"

The Land is situated in **WASHINGTON** County, State of Utah and is described as follows:

PECAN VALLEY RESORT PHASE 1 2ND AMENDED

EAST PORTION:

BEGINNING AT A POINT S 1°07'30" W 669.70 FEET ALONG THE EAST LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°52'30" W 357.90 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 15, AND RUNNING THENCE S 1°09'43" W 284.62 FEET; THENCE N 88°34'11" W 279.02 FEET, TO A POINT BEING ON THE EAST BOUNDARY LINE OF PECAN VALLEY PHASE 3 AMENDED, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 1°05'47" E 285.40 FEET ALONG SAID LINE; THENCE S 88°24'35" E 279.35 FEET, TO THE POINT OF BEGINNING.

CONTAINS 83,833 SQ FT OR 1.92 ACRES MORE OR LESS

WEST PORTION:

BEGINNING AT A POINT BEING N 88°27'52" W 689.32 FEET ALONG THE NORTH LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE NORTHEAST CORNER OF SAID SECTION 15, POINT ALSO BEING ON THE WEST RIGHT OF WAY OF 5210 WEST STREET, AND RUNNING THENCE S 1°15'30" W 1337.49 FEET ALONG SAID LINE, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 2520 SOUTH STREET; THENCE S 88°34'06" E 692.43 FEET ALONG SAID LINE, TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE S 1°07'30" W 96.00 FEET ALONG SAID LINE; THENCE N 88°34'06" W 845.88 FEET, TO A POINT ON THE EAST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20140011173, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES, (1) N 1°05'47" E 1120.36 FEET, (2) THENCE N 88°54'31" W 480.02 FEET, TO A POINT ON THE EAST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20160033919, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, POINT ALSO BEING ON THE EAST 1/16TH LINE OF SAID SECTION 15; THENCE N 1°05'38" E 317.15 FEET ALONG SAID LINE, TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE S 88°27'52" E 637.32 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 440,956 SQ FT OR 10.11 ACRES MORE OR LESS

SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

Additional Requirements, which must be met (if any):

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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.
2. (a) Taxes or assessments that 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. 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.
4. Easements, claims of easements or encumbrances which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
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.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

NOTE: *Upon compliance with the Company's underwriting requirements, Exceptions 1-7 will be omitted from any Expanded Loan Policy or Policy with Extended Coverage to be issued based on this Commitment*.

8. Taxes for the present year and thereafter. Taxes for the year **2023** are **DELINQUENT** in the amount of **$4,920.30** Prior County Tax Parcel Number(s): **H-4138-B-2.**

   New County Tax Parcel Number(s): **H-PEVR-1-10- THROUGH H-PEVR-1-154 AND H-PEVR-1-COMMON** (view)

9. The Land is within the boundaries of **HURRICANE, WASHINGTON COUNTY**, **UTAH** and is therein located within **Tax District 3, Hurricane Valley Fire Special Service District,** and is subject to any charges and assessments levied thereunder.

10. Easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of ways for roads, ditches, canals, streams, rivers, telephones and transmission lines, drainage, utilities or other incidental purposes, over, under or across the Land, 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 contained in the official plat map(s) of record.

11. Any water rights, claims or title to water in or under the Land.

(Continued)

SCHEDULE B, PART II—Exceptions (Continued)

12. Any and all outstanding oil, gas, mineral rights, and/or mining rights, etc., including, but not limited to, the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights or interests. The Company makes no representation as to the present ownership of any such rights or interests. There may be leases, grants, exceptions or reservations of such rights or interests that are not listed.

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 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.
(view)

15. 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.
(view)

16. The terms, conditions, and effects of that certain Easement in favor of Ash Creek Special Service District recorded in the official records of the WASHINGTON County Recorder's Office on October 23, 2019 as Entry No. 20190044035.
(view)

17. Reservations and/or exceptions contained in that certain land Patent recorded October 8, 1920 as Entry No. 20827.
(view)

18. Subject to a Right of Way Easement, in favor of The Mountain States Telephone and Telegraph Company, a Colorado Corporation, for a right of way and easement for communication and other facilities and rights incidental thereto, recorded March 2, 1984, as Entry No. 258665 , in Book 344, at Page 512, Official Washington County Records.
(view)

19. Subject to a non-exclusive road right of way, as set forth in Quit Claim Deed, recorded NOVEMBER 8, 1988, as Entry No. 340152 , in Book 503, at Page 25, Official Washington County Records.
(view)

20. Subject to Right of Ways, and rights incidental thereto, as set forth on Warranty Deed recorded November 18, 1997, as Entry No. 583078 , in Book 1151 at Page(s) 256-257, Official Washington County Records.
(view)

21. Subject to an Easement Agreement, executed by and between Washington County Water Conservancy District and JWY Investments, LC, a Utah Limited Liability Company, recorded November 19, 1998, as Entry No. 625480 , in Book 1281, at Pages 386-391, Official Washington County Records.
(view)

(Continued)

SCHEDULE B, PART II—Exceptions (Continued)

22. The effects, terms and conditions of the covenants, conditions and restrictions, and any related bylaws, recorded March 11, 2021 and January 17, 2023 as Entry No.'s 20210017451 and 20230001353 respectively; and any supplements or amendments thereto as may have been recorded from time to time, and any charges created thereunder, including, without limitation, 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.

23. The terms, conditions, and effects of that certain Easement in favor of Washington County Water Conservancy District recorded in the official records of the WASHINGTON County Recorder's Office on October 26, 2021 as Entry No. 20210069286.
(view)

24. The official **Plat Map** recorded in the official records August 7, 2023 as Entry No. 20230023474, and the easements, rights-of-way, terms, conditions, restrictions, reservations, and limitations as set forth therein.
(view)

25. The terms and conditions of that certain Acknowledgement, Waiver and Release by and between the City of Hurricane and Chris Wyler recorded May 3, 2023 as Entry No. 20230012633.
(view)

26. Construction Loan Deed of Trust, summarized as follows:

Recorder's Entry No.:	20220037905
Date Recorded:	August 4, 2022
Date of Document:	August 2, 2022
Dollar Amount:	$2,500,000.00
Borrower/Trustor:	PECAN VALLEY HOLDINGS, LLC
Lender/Beneficiary:	Rock Canyon Bank
Trustee:	Rock Canyon Bank

(view)

27. Deed of Trust, summarized as follows:

Recorder's Entry No.:	20230003998
Date Recorded:	February 14, 2023
Date of Document:	February 13, 2023
Dollar Amount:	$714,048.88
Borrower/Trustor:	PECAN VALLEY DEVELOPMENT, LLC
Lender:	Hillcrest Bank, a division of NBH Bank
Beneficiary:	Hillcrest Bank, a division of NBH Bank
Trustee:	NBH Bank

(view)

An Assignment of Rents was recorded February 14, 2023 as Entry No. 20230004005.
(view)

(Continued)

SCHEDULE B, PART II—Exceptions (Continued)

28. Construction Loan Deed of Trust, summarized as follows:

Recorder's Entry No.:	20230035544
Date Recorded:	November 28, 2023
Date of Document:	November 9, 2023
Dollar Amount:	$2,090,000.00
Borrower/Trustor:	ARTISAN HOMES LLC
Lender/Beneficiary:	HILLCREST BANK A DIVISION OF NBH BANK
Trustee:	HILLCREST BANK A DIVISION OF NBH BANK

(Affects lots 106-110 only)

29. Construction Loan Deed of Trust, summarized as follows:

Recorder's Entry No.:	20230035546
Date Recorded:	November 28, 2023
Date of Document:	November 9, 2023
Dollar Amount:	$2,090,000.00
Borrower/Trustor:	ARTISAN HOMES LLC
Lender/Beneficiary:	HILLCREST BANK, A DIVISION OF NBH BANK
Trustee:	HILLCREST BANK, A DIVISION OF NBH BANK

(Affects Lots 116-120 only)

ADDITIONAL NOTICES, NOTES & INFORMATION

UTILITY SERVICE CHARGES AND ASSESSMENTS
The Land may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc., which are not covered by this Commitment or insured under the Policy or Policies.

ALTA HOMEOWNER'S POLICY DEDUCTIBLES
If an ALTA Homeowner's Policy is issued, the Policy will contain deductible amounts and maximum liability amounts relating to Covered Risks 16, 18, 19 and 21; and your deductible amounts and our maximum dollar limit of liability will be shown in Schedule A of the Policy. The Company will provide a pro-forma policy upon request.

PLAT MAP
The map attached or included herewith, if any, may or may not be a survey of the Land. The Company expressly disclaims any liability for loss or damage which may result from reliance on said map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the Policy (and endorsement(s), if any) to which this map is attached.

JUDGMENT LIENS
We have checked the Public Records for outstanding judgment liens entered against the relevant parties as they may relate to the the Land. Except as is otherwise indicated in Schedule B, Part I or Part II, no judgment liens appear of record that would have lien priority over the Mortgage of a Proposed Insured.

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "*Discriminatory Covenant*": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
b. "*Knowledge*" or "*Known*": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
c. "*Land*": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
d. *"Mortgage*": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
e. "*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.
f. "*Proposed Amount of Insurance*": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "*Proposed Insured*": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "*Public Records*": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "*State*": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "*Title*": The estate or interest in the Land identified in Item 3 of 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–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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

[Continued On Next Page]

COMMITMENT CONDITIONS — Continued

6. LIABILITY OF THE COMPANY BASED ON THIS COMMITMENT; CHOICE OF LAW & CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II–Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

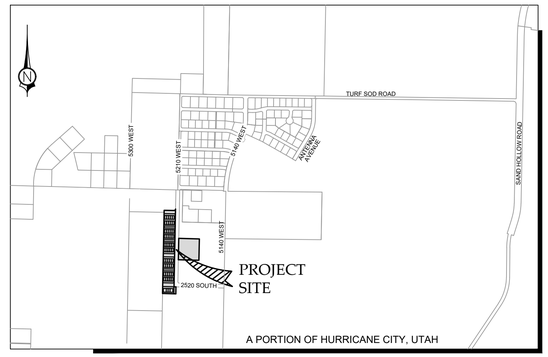
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



VICINITY MAP
(N.T.S.)

GENERAL NOTES

1. SOME STREETS WITHIN THIS SUBDIVISION ARE PRIVATE AND ALONG WITH ALL IDENTIFIED COMMON AREA, ARE DEDICATED AS PUBLIC UTILITY EASEMENTS HEREWITH.
2. PRIVATE AREAS SHOWN INDICATE THE MAXIMUM SIZE BUILDING AREA.
3. ALL LIMITED COMMON AREAS AND COMMON AREAS ADJACENT TO PRIVATE AND/OR PUBLIC STREETS ARE SUBJECT TO A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT, DEDICATED HEREWITH.
4. HURRICANE CITY OPERATES A MUNICIPAL CULINARY WATER SYSTEM WITH LIMITED WATER SUPPLY. APPROVAL OF A PLAT BY HURRICANE CITY DOES NOT GUARANTEE THAT SUFFICIENT WATER WILL BE AVAILABLE TO SERVE LOTS DEPICTED ON ANY PLAT. ANY LAND USE APPLICANT MAY BE REQUIRED BY HURRICANE CITY TO PROVIDE A GUARANTEE OF WATER AVAILABILITY. IF THERE IS ANY APPROVAL WITHOUT A WATER GUARANTEE, THE APPLICANT ASSUMES THEN ENTIRE RISK OF WATER AVAILABILITY FOR A PLATTED LOT.
5. THE PARENT PARCELS FOR THIS SUBDIVISION ARE: H-4138-B & H-4138-B-1

AMENDMENT NOTE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO COMBINE UNITS 121 & 122 = NEW 122, 129 & 130 = NEW 130, 131 & 132 = NEW 132, 139 & 140 = NEW 140, 141 & 142 = NEW 142, 149 & 150 = NEW 149. UNITS 122 - 129, 132 - 139, 142 - 149 AND 151 - 154, SAID UNITS ALSO TO BE WIDENED NORTH AND SOUTH AS SHOWN. NO OTHER CHANGES WERE MADE.

MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, _____, A MORTGAGEE FOR ROCK CANYON BANK, 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: _____

MORTGAGEE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

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 ACKNOWLEDGE TO ME THAT ___ SIGNED THE CONSENT OF MORTGAGEE TO RECORD FOR THE USES AND PURPOSES STATED THEREIN.

_____
NOTARY PUBLIC

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH

OFFICIAL SEAL NOT REQUIRED PER UTAH CODE 46-1-16(7) IF INFORMATION IS FILLED IN

MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, _____, A MORTGAGEE FOR HILLCREST BANK, A DIVISION OF NBH BANK, 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: _____

MORTGAGEE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

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 ACKNOWLEDGE TO ME THAT ___ SIGNED THE CONSENT OF MORTGAGEE TO RECORD FOR THE USES AND PURPOSES STATED THEREIN.

_____
NOTARY PUBLIC

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH

OFFICIAL SEAL NOT REQUIRED PER UTAH CODE 46-1-16(7) IF INFORMATION IS FILLED IN

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 OWNER I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, LIMITED COMMON AREA, COMMON AREA, PRIVATE STREETS, PUBLIC STREETS AND EASEMENTS TO BE HEREINAFTER KNOWN AS:

PECAN VALLEY RESORT PHASE 1, 2ND AMENDED

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

_____
DATE

_____
TRAVIS W. SANDERS, PLS

PROFESSIONAL LAND SURVEYOR
No.9481170
TRAVIS W. SANDERS
STATE OF UTAH

DRAFT COPY FOR REVIEW ONLY

BOUNDARY DESCRIPTION

WEST PORTION:

BEGINNING AT A POINT S 1°07'30" W 259.79 FEET ALONG THE EAST LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°52'30" W 689.40 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 15, SAID POINT BEING ON THE WEST BOUNDARY LINE OF PECAN VALLEY PHASE 3 AMENDED, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES, (1) S 1°09'32" W 42.46 FEET, (2) THENCE S 1°05'47" W 1030.31 FEET, (3) THENCE S 88°34'06" E 26.00 FEET; THENCE S 1°05'47" W 96.00 FEET; THENCE N 88°34'06" W 183.00 FEET, TO A POINT ON THE EAST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20140011173, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 1°05'47" E 1147.86 FEET ALONG SAID LINE AND THE EXTENSION THEREOF; THENCE S 88°54'31" E 137.05 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.39 FEET THROUGH A CENTRAL ANGLE OF 89°55'57", TO THE POINT OF BEGINNING.

CONTAINS 182,869 SQ FT OR 4.20 ACRES MORE OR LESS

EAST PORTION:

BEGINNING AT A POINT S 1°07'30" W 669.70 FEET ALONG THE EAST LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°52'30" W 357.90 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 15, AND RUNNING THENCE S 1°09'43" W 284.62 FEET; THENCE N 88°34'11" W 279.02 FEET, TO A POINT BEING ON THE EAST BOUNDARY LINE OF PECAN VALLEY PHASE 3 AMENDED, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 1°05'47" E 285.40 FEET ALONG SAID LINE; THENCE S 88°24'35" E 279.35 FEET, TO THE POINT OF BEGINNING.

CONTAINS 79,568 SQ FT OR 1.83 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, LIMITED COMMON AREA, COMMON AREA, PRIVATE STREETS, PUBLIC STREETS AND EASEMENTS TO HEREAFTER BE KNOWN AS:

PECAN VALLEY RESORT PHASE 1, 2ND AMENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE OWNER DOES HEREBY DEDICATE AND CONVEY TO HURRICANE CITY 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 OWNER DOES HEREBY WARRANT TO HURRICANE CITY 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 DEVELOPMENT, LLC
(LIMITED LIABILITY COMPANY)

_____
MANAGING MEMBER: CHRISTOPHER WYLER

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF WASHINGTON } S.S.

ON THE ___ DAY OF _____ 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, CHRISTOPHER WYLER WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER/MEMBER OF PECAN VALLEY DEVELOPMENT, 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 DEVELOPMENT, 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

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH

OFFICIAL SEAL NOT REQUIRED PER UTAH CODE 46-1-16(7) IF INFORMATION IS FILLED IN

PECAN VALLEY RESORT PHASE 1, 2ND AMENDED

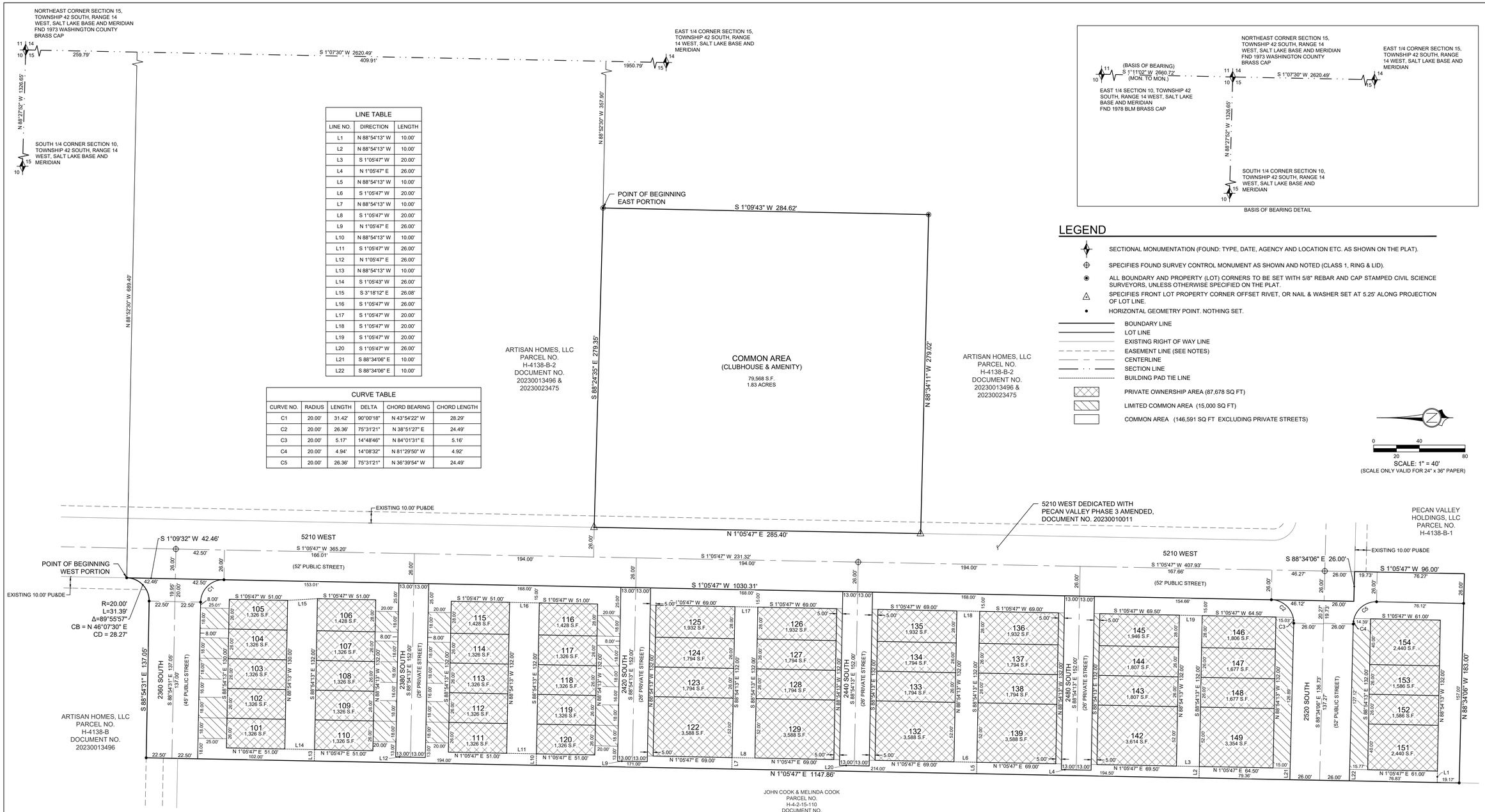
LOCATED IN
NE 1/4 OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - HURRICANE, UTAH

APPROVAL ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, 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 COUNCIL OF HURRICANE CITY, 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, HURRICANE CITY	CITY ATTORNEY, HURRICANE CITY	ATTEST: CITY RECORDER HURRICANE UTAH / NANETTE BILLINGS MAYOR HURRICANE, UTAH	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

PECAN VALLEY RESORT PHASE 1, 2ND AMENDED
LOCATED IN
NE 1/4 OF SECTION 15, TOWNSHIP 42 SOUTH,
RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: FF23159
DRAWN BY: PJW
DATE: 12-14-2023
CHECKED BY: TWS
SCALE OF SHEET
HOR SCALE: 1" = 40'



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N 88°54'13" W	10.00'
L2	N 88°54'13" W	10.00'
L3	S 1°05'47" W	20.00'
L4	N 1°05'47" E	26.00'
L5	N 88°54'13" W	10.00'
L6	S 1°05'47" W	20.00'
L7	N 88°54'13" W	10.00'
L8	S 1°05'47" W	20.00'
L9	N 1°05'47" E	26.00'
L10	N 88°54'13" W	10.00'
L11	S 1°05'47" W	26.00'
L12	N 1°05'47" E	26.00'
L13	N 88°54'13" W	10.00'
L14	S 1°05'43" W	26.00'
L15	S 3°18'12" E	26.08'
L16	S 1°05'47" W	26.00'
L17	S 1°05'47" W	20.00'
L18	S 1°05'47" W	20.00'
L19	S 1°05'47" W	20.00'
L20	S 1°05'47" W	26.00'
L21	S 88°34'06" E	10.00'
L22	S 88°34'06" E	10.00'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.42'	90°00'18"	N 43°54'22" W	28.29'
C2	20.00'	26.36'	75°31'21"	N 38°51'27" E	24.49'
C3	20.00'	5.17'	14°48'46"	N 84°01'31" E	5.16'
C4	20.00'	4.94'	14°08'32"	N 81°29'50" W	4.92'
C5	20.00'	26.36'	75°31'21"	N 36°39'54" W	24.49'

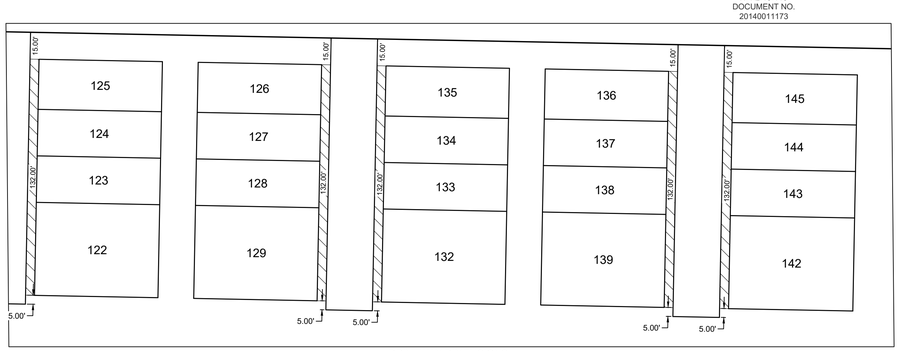
BASIS OF BEARING DETAIL

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING & LID).
- 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
- EASEMENT LINE (SEE NOTES)
- CENTERLINE
- SECTION LINE
- BUILDING PAD TIE LINE
- PRIVATE OWNERSHIP AREA (87,678 SQ FT)
- LIMITED COMMON AREA (15,000 SQ FT)
- COMMON AREA (146,591 SQ FT EXCLUDING PRIVATE STREETS)

0 20 40 80

SCALE: 1" = 40'
(SCALE ONLY VALID FOR 24" x 36" PAPER)



DRIVEWAY DIMENSIONS
(LIMITED COMMON) DETAIL

PECAN VALLEY RESORT PHASE 1, 2ND AMENDED

LOCATED IN
NE 1/4 OF SECTION 15, 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 RESORT PHASE 1, 2ND AMENDED
LOCATED IN
NE 1/4 OF SECTION 15, TOWNSHIP 42 SOUTH,
RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

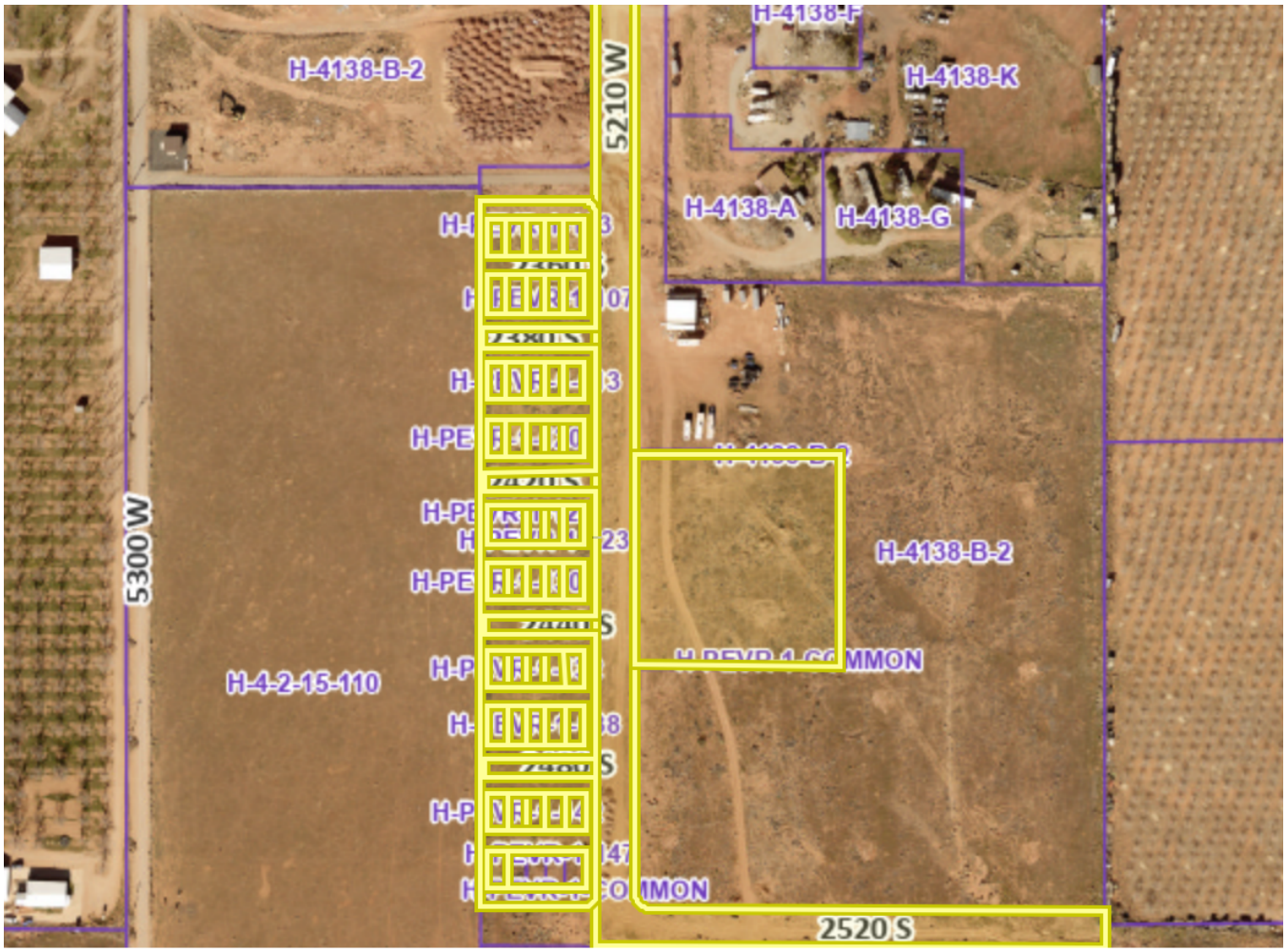
PROJ. #:	FF23159
DRAWN BY:	PJW
DATE:	12-14-2023
CHECKED BY:	TWS
SCALE OF SHEET HOR SCALE:	1" = 40'
SHEET	2
OF	2

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**01/18/2024**
Application Number:	AFP23-21
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Chris Wyler
Agent:	Brandee Walker-Civil Science
Request:	Approval of an Amended Final Plat
Location:	5210 W 2400 S
Zoning:	RR
General Plan Map:	Planned Community

Discussion: The applicant has applied to amend the final plat for Pecan Valley Resort Phase 1 to combine two end units on seven different buildings into one unit. This will create seven larger townhome units and decrease the overall number of units on this plat from 54 units to 47 units. This is the second amendment of this final plat to increase the size of some units. The Planning Commission heard this item on January 11, 2024 and unanimously recommended approval subject to staff and JUC comments.



JUC Comments

1. **Public Works:** No comments.
2. **Engineering:** Eliminate unused sewer and water connections. Submit as-built plan with new lot lines so we can evaluate existing services relative to property lines. Renumber lots to 140, per amendment note.
3. **Streets:** No comments.
4. **Water:** Okay.
5. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the proposed plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.
6. **Cable:** Utilities were placed in the locations about six months ago. If needed to move, the developer needs to pay.
7. **Fire:** No comments.
8. **Sewer:** There are two laterals already installed on these lots. One lateral will need to be cut, capped, and abandoned.

9. **Power:** Changes shouldn't affect current Dixie Power design.

Staff Comments

1. The plat does meet amended final plat standards contained in Utah Code 10-9a-608. Subdivision Amendments, updated in 2023. 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. Describe the differences between from 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 and approve the amended final plat subject to staff and JUC comments.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of **City sponsorship of an Airport Days** at the City Airport.

Discussion:
On Tuesday, January 16, 2024, the Airport Board heard a proposal for the City to sponsor an Airport Days at the City Airport on April 26-27. After discussion, the Board recommended to the Council that the City sponsor the event and also provide funding for security, porta-potties, and garbage removal. Given the timing of the proposal submitted this week, no comments have been requested or received from the police department or other departments regarding the personnel and budget considerations. It was noted during the Airport Board meeting that the Airport budget was limited and unlikely to be capable of absorbing the cost to put on an event of this type. Before making a decision on sponsorship, it is recommended that the Council consult with the various departments that would be impacted by the event, including the police department, accounting, public works, parks, and recreation. Included in the packet is a draft event permit application (with the City as the applicant) that includes much of the information related to the request. The draft event permit application was drafted by the proponents of this event. -Summary drafted by Dayton Hall.

Findings:

Recommendation:

Attachments:
1. Airport Days - Event permit

Date Received Application: _____
Insurance Received: _____ Date Issued: _____

APPROVALS:

Park Manager: _____
Date: _____

Fire: _____ Date: _____

Conditions of approval:

_____

Police: Please see the Security Plan Request Application for approval and conditions.

Other Staff Approval: _____
Date: _____

SPECIAL EVENT APPLICATION

WASHINGTON COUNTY

Legacy Park
5500 W. 700 S.
Hurricane, UT 84737

Phone: 435-652-4000; 435-922-2766
Email: virginia.bundy@washco.utah.gov
susi.lafaele@washco.utah.gov

TYPE OF ACTIVITY *(check all that apply)*:

- [ ] Barrel Racing
- [ ] Roping/Sorting
- [ ] Rodeo
- [ ] Expo
- [ ] Sporting
- [ ] Dance
- [ ] Dog Show
- [ ] Training Event
- [ ] Fundraiser
- [ ] Festival
- [ ] Religious
- [x] Other: Airport Open House

Please print or type

EVENT NAME: Hurricane City Airport Open House

1. Location of Event: Hurricane City Airport

2. Name of Organization: City of Hurricane

3. Date(s) of Event: April 26-27, 2024 **Start Date:** April 26, 2024 **Start Time:**

4. EVENT DETAILS:

Event	Date(s):	Start time:	End time:
Set-up	Date(s): April 25, 2024	Start time:	End time:
Clean-up	Date(s): April 28, 2024	Start time:	End time:

Is this a Recurring Event? **If yes; daily, weekly or other?**

Is this an Annual Event? **If yes; same date and place?**

5. PARTICIPANTS

Number of participants expected: 1,000 Number of Volunteers/Event Staff: 100

- [x] Open to the Public
- [ ] Private Group/Party

If event is open to the public, is it: [ ] Entrance Fee/Ticketed Event; [ ] Fee for Participants; [x] Free.

6. APPLICANT INFORMATION

Name of Applicant: Hurricane City Airport

Address: 800 W 2300 S.

Day Phone: 435-467-3058 **Cell/Other:** **E-mail:** americanair@infowest.com

Mailing Address (if different):

Event Web Address (if applicable):

Alternate Contact For Event: Lauren Burton

Day Phone: 801-636-8602 **Cell/Other:** **E-mail:** rotaxwest@gmail.com

7. **VENUE** *(check all that apply)*

TYPE OF ACTIVITY *(check all that apply)*:

☐ Outdoor Arena ☐ Grafton

☐ Indoor Arena ☐ Harmony ☐ Covered ☒ Other: Airport ramp displays, aircraft rides,food, entertainment

8. **VENDORS/FOOD/ALCOHOL** *(check all that apply)*

☒ Yes ☐ No **Are Vendors/Merchants selling products or services?**
If yes, Temporary Sales Tax Numbers are required from the Utah State Special Event Tax Division 801 297 6303

☒ Yes ☐ No **Is Food available at the event?**
If yes, Is the food *(please check all that apply)*
☐ Given away/pre-packaged ☒ Catered by restaurants/vendors ☒ Prepared on site
Events which have food MUST buy out Legacy Park's concessionaire
Events which have food available must contact the SW Utah Health Department for approval 435-986-2580

☐ Yes ☒ No **Will Alcoholic Beverages be available at the event?**
☐ Fenced in Beer Garden
Selling, Serving, Giving Away Alcohol at an event requires local consent from Washington County Commissioners, City of Hurricane, Washington County Sheriff's Office, and State of Utah Department of Alcoholic Beverage Licensing approval (801-977-6800).

9. **TENTS/STAGES/STRUCTURES** *(include details on site map)*

☒ Yes ☐ No **Tents/Pop-up Canopies?**
How many Tents/Pop-up Canopies will be used for the event? _____
Dimensions of Tents/Pop-up Canopies: _____
All Tents/Pop up Canopies require Inspections from the Hurricane Valley Fire Marshall 435 635-9562

☒ Yes ☐ No **Temporary Stage?** **Dimensions of Stage:** _____

Description of Tents/Canopies/Stage, etc.:

10. **SITE SETUP/SOUND** *(check all that apply - please include details on site map)*

☐ **Fencing/Scaffolding** *(must obtain privately)*
☒ **Barricades** *(must obtain privately)*
☒ **Portable Sanitary Units** *(must obtain privately)*
☐ **Inflatable/Bounce House(s)** ☐ Generator(s) & ☐ Certificate of Liability Insurance are required *(must obtain privately)*
☒ **Music** *If yes, check all that apply:* ☐ **Acoustic** ☐ **Amplified**
☒ **PA/Audio System** **Type/Description:**
☐ **Fireworks / Fire Performances / Open Flame** Requires approval from Hurricane Fire Dept. 435-635-9562
☒ **Propane/Gas On-site** Requires approval from Hurricane Fire Dept. 435-635-9562
☒ **Trash/Recycle Bin coordination On-site** WCSW 435-673-2813

11. **ROAD & SIDEWALK USE** *(please include details on site map)*

☒ Yes ☐ No **Will Roads & Sidewalks Be Used?**
☒ Yes ☐ No **Are you requesting Road &/or Sidewalk Closures?**
☐ **Sidewalk Use** **Location:** ☐ Will stay on sidewalks and follow pedestrian laws.

12. **COVID-19**

Licensee must adhere to all COVID-19 precautions as directed by the Southwest Utah Public Health Department, Washington County and the State of Utah. This may include temperature checks, face masks, observing physical distance, regularly cleaning high touch point areas, promoting healthy hygiene including frequent hand washing.

☒ Yes ☐ No

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation.

Applicant's Name [PRINT] Applicant's Signature Date

Date Received: _____

Police Approved: _____ Date Issued: _____

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. Together with this application, please provide a written Security Plan.

EVENT NAME: Hurricane City Airport Open House

Event Location: Hurricane City Airport

Type of Event: Hurricane City Airport Open House

Date of Event: April 26-27, 2024 **Hours of Event:** 8:00 am 5:00 pm

Number of Expected Attendance: 2000 **Occupancy Load:**

Name of Applicant: City of Hurricane

Address: 800 W 2300 S

Day Phone: 435-467-3058 **Cell/Other:**

E-mail:

Name of On-site Point of Contact: Lauren Burton **Cell Number:** 801-838-8602

E-mail: rotaxwest@gmail.com

Comments: Event primary sponsor the City of Hurricane. Rotax West is helping organize and plan

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of the Special Event Application. I also understand that the Sheriff's Office may require additional information as permitted by Ordinance, and also agree to supply the same.

Applicant Signature: _____ **Date:** _____

Approved **Denied**

Comments: _____

Deputy Signature: _____ **Name and Title:** _____ **Date:** _____

HURRICANE CITY
UTAH

STAFF COMMENTS

Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Discussion:

Findings:

Recommendation:

Attachments:
None